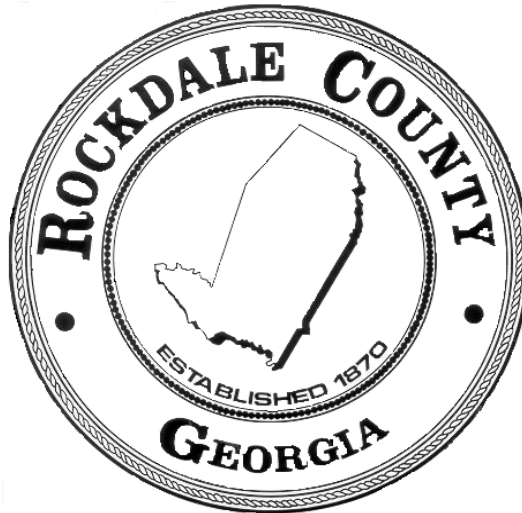


ROCKDALE COUNTY, GEORGIA

February 2, 2023

ON-CALL EMERGENCY REPAIR SERVICES FOR WATER & SEWER MAINS

**INVITATION TO BID
No. 22-39**



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

INTRODUCTION:

This is an Invitation to Bid (ITB) for the **On-Call Emergency Repair Services for Water & Sewer Mains** 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 Shadawna Pacley, Buyer, at shadawna.pacley2@rockdalecountyga.gov or the following address:

Rockdale County Finance Department
Purchasing Division
Attn: Shadawna Pacley
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax (770) 278-8910
E-mail: shadawna.pacley2@rockdalecountyga.gov

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

BID COPIES FOR EVALUATION:

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

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

CONTRACT TERM:

The Contract Term will be for one (1) year with the option to renew three (3) additional one (1) year terms.

Because this contract contains three (3) 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, February 2, 2023**. 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 shadawna.pacle2@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, January 26, 2023**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

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

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

WARRANTY AND / OR GUARANTY:

The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: Failure to respond to the requirement of this paragraph may result in the bid being non-responsive.

FOREIGN PRODUCTS:

Rockdale County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

Yes _____ No _____

If "No" state place: _____

QUALIFICATIONS OF OFFERORS:

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

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

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

ESCALATION CLAUSE:

During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g., factory) increases, as and if prices are changed. Also furnish a list of his/her supplier's (e.g., factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

SILENCE OF SPECIFICATIONS

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

OPTION TO AUDIT

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

TORT IMMUNITY:

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

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.

SELECTION PROCESS:

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

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

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

INSURANCE:

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

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

PIGGYBACKING

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

OPEN RECORDS

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

GENERAL INFORMATION:**RECEIPT OF BID:**

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 22-39** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Emailed or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

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

BID SPECIFICATIONS:

The specifications are as follows and on the attached pages:

GENERAL:

The Rockdale County Board of Commissioners is soliciting competitive sealed bids from qualified contractors for the **On Call Emergency Repair Services for Water and Sewer Mains** on an Annual Contract with three (3) options to renew for Rockdale Water Resources.

All suppliers must submit with bid, a bid bond in the amount of \$50,000.00. **Failure to submit a bid bond with the proper rating will result in the bid being deemed non-responsive.** Successful supplier will be required to meet insurance requirements, submit a performance bond and a payment bond. Insurance and Bonding Company should be licensed to do business by the Georgia Secretary of State, authorized to do business in Georgia by The Georgia Insurance Department, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies.

SPECIFICATIONS AND REQUIREMENTS**A. SCOPE OF WORK**

The intent of this Contract is to provide a means for the County to respond to sudden or unforeseen failures or malfunctions of existing water mains, their appurtenances; gravity sewers, their appurtenances; and all force mains. Such emergencies include water main breaks and leaks, interruptions of water distribution or transmission services, any work associated with sewer line failures, any work associated with force mains, failures resulting in danger to life, health, or property, or other imminent threats to the public health, safety, or well-being through sabotage, failure, or malfunction of the existing water and /or sewer supply system. This will include all sizes of pipe and all pipe material currently (installed or installed during the life of this contract) within the Rockdale County water and sewer systems.

B. CONTRACTOR'S RESPONSIBILITY

Successful contractor shall provide labor, equipment, and materials as needed to assist the County with the scope of work as determined by the County. The Contractor shall conduct repair operations using his own labor and equipment to the greatest extent. It will be the County's sole decision as to the extent of the repair and the total scope for each project. During the contract period, the Contractor shall maintain sufficient local presence and personnel, equipment, general construction-related supplies, and materials to provide an effective, immediate response on a 24-hour-per-day, seven (7)-day-per-week basis to any such emergency that may arise. The Contractor will be required to respond to an emergency as declared by the County with Supervisory personnel on-site within 2 hours of notification and to have sufficient equipment and personnel to commence emergency repair operations within 4 hours of notification, **unless otherwise directed by the County.** The Contractor shall provide the County with the names and emergency contact information for at least three (3) employees who are available for responding to emergencies and who have the authorization to commit the Contractor's labor, equipment, and material to the prosecution of the necessary repair work. Said emergency contacts will be located within 1 hour of any point within Rockdale County. Contractor will submit this information along with an address for the three (3) emergency contact employees.

C. MATERIALS

The County maintains a stock of the repair parts most often needed for water and sewer repairs. Accordingly, the Contractor will not be required to maintain a local inventory of repair parts that are stocked by the County. However, the Contractor may be required to pick up repair parts from the County's storage facilities and transport the parts to the site of the emergency. If specialty repair parts are needed, the Contractor may be authorized by the County to locate, purchase, and arrange for the expedited transportation of the parts to the job site. The Contractor will be compensated for the cost of parts in accordance with the Bid Pricing Schedule.

D. QUALITY CONTROL

Due to their unforeseen and immediate nature, emergency repairs will only be allowed to be carried out under the direction of an authorized County representative. The County's representative will serve as the County's principal point of contact during the duration of the work.

The County representative will coordinate and approve the Contractor's work, including authorization of labor, materials, equipment, and specialty vendors and subcontractors used in the work.

Rockdale County does not commit to furnishing full-time inspection or testing of the work in progress, or of material sources. Lack of inspection and/or testing by the County will in no way relieve the Contractor of his responsibility and liability to provide quality workmanship in accordance with the provision of this Contract.

Rockdale County will always have a responsible person on-site during any specific repair. Rockdale County will be responsible for operating all County owned equipment (fixed or mobile) to include but not limited to valve operation, shutting off any pump station, operation of drain valves, and fire hydrants or air relief valves.

E. QUANTITIES

Quantities shall be determined by the number of emergencies and are in no way a guarantee of work associated with this contract. The contract will be for "on demand" type services to provide for the requirements of Rockdale County on an "as needed" basis as it is impossible to determine the exact quantities of items and the number of work assignments to be issued.

F. PAYMENT

All labor, materials, equipment, and subcontract work will be paid as bid. There will be no percentage markup other than that stated in the Bid Pricing Schedule, and only for work applicable to the services as defined in the bid documents.

1. **Labor:** Charges for labor (as bid in Items 1-18) shall include classifications through foremen when engaged in the actual and direct performance of the work. Payment shall not be made for such overhead personnel as assistant superintendents, office personnel, timekeepers, and maintenance mechanics. Items will be paid as bid with no additional overhead.

All **labor** shall be billed at the hourly rates specified in items 1-18 as stated on the Bid Pricing Schedule. Regular rates will apply during regular business hours (defined as M-F, 7 a.m.-6 p.m.). Overtime rates will apply during non-normal business hours (defined as M-F, 6 p.m. - midnight) and Saturdays (7 a.m. - 6 p.m.). Premium rates will apply during nights (defined as M-Sat., midnight - 7 a.m.), all hours on Sundays and all County recognized holidays.

The unit price wages as indicated on the Bid Pricing Schedule shall include the actual costs paid to or on behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. Expenses of working after hours on holidays, or on Saturdays and Sundays, shall be included in overtime and premium wage rates.

2. **Equipment:** For equipment mobilized for work performed, the Contractor will be paid the equipment use rates described below and listed in the Bid Pricing Schedule as well as for the cost of transporting the equipment to the location of the work and its return to its original location, and for the cost of loading and unloading the equipment. Payment, however, will not be made for equipment the Contractor leaves idle at the work site after it is no longer being used or is no longer reasonably needed in the repair work.

The Contractor will be paid for the use of owned equipment based on an hourly rate, not exceeding the charges for such equipment set forth in the Blue Book Rental Rates for Construction Equipment (as published by Equipment Guidebook Company of Palo Alto, California). For bid purposes, this can be bid on

a + or – (plus or minus) percentage of the actual Blue Book Rental Rate. All equipment must be in good operating condition. The hourly rates paid for owned equipment, shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, and insurance.

If the nature of the repair or conditions encountered at the work site necessitates the use of rental equipment, the Contractor will be paid the actual cost of rented equipment, provided that the rental rate is comparable to the prevailing rental rates charged by rental companies in the Rockdale County area for like equipment. For bid purposes, this can be bid on a + or – (plus or minus) percentage of the actual Rental Rate.

3. Sub-contracted Work and Vendor Services: The Contractor shall conduct repair operations using his own labor, equipment, and materials to the greatest extent practical. Due to the unforeseen, immediate, and variable nature of emergencies, the need may arise for minor, but critical, services or items of work for which the Contractor is not licensed, skilled, or equipped.

In such circumstances, the Contractor may be authorized by the County's representative to use the services of specialty subcontractors and third-party vendors. If the Contractor must subcontract construction-related specialty work or use the services of a third-party vendor in order to complete a repair, the Contractor shall provide the County's authorized representative the subcontractor's proposed cost of the work to be provided and obtain authorization from the County's representative to proceed with the work. The Contractor will be paid based on invoices from the subcontractor or service provider plus percentage of cost mark up in accordance with the Bid Pricing Schedule. Work and services paid under this Section may include, but not be limited to, rental or installation of barricades, signs, safety fencing to establish a safe work zone and safeguard public safety; landfill fees for disposal of trash, broken pipe, and unsuitable backfill; concrete coring; metal fabrication; valve insertions under flow conditions; and replacement of topsoil, erosion control materials, sod, landscaping materials, or other surface improvements necessary to stabilize and restore the area disturbed during the work.

4. Compensation: The compensation as set forth in bid documents shall be received by Contractor as payment in full for work done. At the end of each repair, the Contractor and County's representative shall compare records of work performed, including classification of all Contractor's employees assigned to the work, materials used in the work, and equipment used.

No payment will be made for work performed on a repair until the Contractor furnishes the County itemized statements for the following items:

- a. Labor: Name, classification, date, daily hours, total hours, and extension of each laborer, and foreman in accordance with bid schedule unit pricing.
- b. Equipment: Size, type, identification number, dates, daily hours, total hours, extension of each unit of machinery and equipment, and/or rental rate.
- c. Materials: Quantities of supplies and materials, including transportation cost and extensions in accordance with bid schedule unit pricing.
- d. Invoices for all work subcontracted and/or rental equipment.
- e. Payments for items applicable shall be conditioned upon Contractor's presentation of original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specially purchased for such work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from his stock, that the price and transportation of the material as claimed represent the actual cost in accordance with bid pricing schedule.

Individual Projects authorized to utilize services resulting from this contract shall be on an as needed basis.

G. QUALIFICATIONS AND EXPERIENCE OF THE CONTRACTOR

The intent of this contract is to provide a means for the County to respond to sudden or unforeseen failures or malfunctions of existing water mains, their appurtenances; gravity sewer, their appurtenances; and all force mains. Such emergencies include water main breaks and leaks, interruptions of water distribution or transmission services, any work associated with sewer line failures, any work associated with force mains, failures resulting in danger to life, health, or property, or other imminent threats to the public health, safety, or well-being through sabotage, failure or malfunction of the existing water and /or sewer supply system. These specific requirements of Contractor qualifications and experience therefore pertain to this project:

Contractor must demonstrate the following on the Reference Sheets provided (**See Reference Forms below**):

1. The satisfactory completion of at least two (2) 36" or larger DIP water transmission pipe repair and/or installation projects in the last five (5) years.
2. The satisfactory completion of at least two (2) 36" or greater RCP gravity sewer repair and/or installation projects.
3. The satisfactory completion of at least one (2) 8" or larger DIP sewer force main pipe repair and/or installation project within the last five (5) years.

Each of the projects listed must identify the individual pipeline material used, and each must specify the length or magnitude of the installation/repair.

Each of the projects listed must operate as: a potable water main, a raw water main, a pressurized sanitary sewer force main, a gravity sanitary sewer system or a combined sanitary sewer overflow system.

Projects that operate solely as storm drain systems are specifically excluded.

At least 50% of the work will be performed by personnel employed by the Bidder/Contractor.

H. REFERENCES (Sheets provided to provide project information and qualifications)

Projects submitted as references for this project shall be of similar size and scope as described and within the technical specifications referenced herein. Describe projects in terms of degree of difficulty, problems encountered, etc., or any pertinent information that might be used to evaluate your firm's qualification. Rockdale County reserves the right to reject a referenced project if the owner or engineer is dissatisfied with the performance of the applicant. A poor reference is grounds for disqualification. Rockdale County reserves the right to request additional references rather than disqualify the bid.

All information requested shall be complete and accurate. The Bidder/Contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The Bidder/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 Bidder/Contractor, knowing it was false, it shall constitute grounds for immediate disqualification and/or termination or revision by the owner of any subsequent agreement between the Owner and the Applicant.

Bidder's/Contractor's qualification **WILL** be determined based upon the information presented. All questions should be answered in full, without exception. Failure to do so may result in the Bidder/Contractor being deemed non-responsive and therefore may not be considered for qualification.

REFERENCES

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.

PROJECT 1

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time _____

Established Days: _____ Actual Completion Days: _____

Notice to Proceed: _____ Final Completion _____

Contract Dates: _____

Proceed: _____ Date: _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities? _____ No _____ Yes

If yes, indicate type of permit held by your company: _____

Primary _____ Secondary _____ Tertiary _____ Permit#: _____

Key Project Personnel: _____

Percentage of work performed by personnel employed by Contractor: _____%

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

*Attach additional sheets if necessary

Submitting Contractor Name: _____

REFERENCES

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.

PROJECT 2

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time _____

Established Days: _____ Actual Completion Days: _____

Notice to Proceed: _____ Final Completion _____

Contract Dates: _____ Date: _____

Proceed: _____ Date: _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities? _____ No _____ Yes

If Yes, indicate type of permit held by your company: _____

Primary _____ Secondary _____ Tertiary _____ Permit#: _____

Key Project Personnel: _____

Percentage of work performed by personnel employed by Contractor: _____%

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

*Attach additional sheets if necessary

Submitting Contractor Name: _____

REFERENCES

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.

PROJECT 3

Project Name: _____

Location: _____

Project Owner: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Project Engineer: _____

Address: _____

Contact Person: _____

Contact Phone Number: _____

Contract Bid Amount: \$ _____ Final Contract Amount: \$ _____

Contract Completion Time _____

Established Days: _____ Actual Completion Days: _____

Notice to _____ Final Completion _____

Contract Dates: _____

Proceed: _____ Date: _____

Does project operate as: a potable water main, a raw water main, a pressurized sanitary force main, a pressurized reuse water main, a gravity sanitary sewer system or a combined sewer overflow system? _____

Completed under the NPDES Permit for Storm Water Discharges from Construction Activities? _____ No _____ Yes

If Yes, indicate type of permit held by your company: _____

Primary _____ Secondary _____ Tertiary _____ Permit#: _____

Key Project Personnel: _____

Percentage of work performed by personnel employed by Contractor: _____%

Description of Pipelines:

Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:
Pipe Size:	Pipe Type:	Pipe Length:

*Attach additional sheets if necessary

Submitting Contractor Name: _____

BID FORM – ITB No. 22-39

Instructions: Complete all THREE (3) Parts of this Bid Form.

PART I: Bid Schedule

Complete the information below. Failure to return this page as part of the Bid Document may result in Bid being deemed non-responsive. *(Work shall be done at various locations throughout Rockdale County.)*

Item No.	Description	Approx. Qty.	Hourly Rate
1	Foreman – Regular Man Hours	1	\$
2	Foreman – Overtime Man Hours	1	\$
3	Foreman – Premium Overtime Man Hours	1	\$
4	Equipment Operator – Regular Man Hours	1	\$
5	Equipment Operator – Overtime Man Hours	1	\$
6	Equipment Operator – Premium Overtime Man Hours	1	\$
7	Laborer – Regular Man Hours	1	\$
8	Laborer – Overtime Man Hours	1	\$
9	Laborer – Premium Man Hours	1	\$
10	Pipe Layers – Regular Man Hours	1	\$
11	Pipe Layers – Overtime Man Hours	1	\$
12	Pipe Layers – Premium Overtime Man Hours	1	\$
13	Plumber – Regular Man Hours	1	\$
14	Plumber – Overtime Man Hours	1	\$
15	Plumber – Premium Overtime Man Hours	1	\$
16	Welder – Regular Man Hours	1	\$
17	Welder – Overtime Man Hours	1	\$
18	Welder – Premium Man Hours	1	\$

19	Materials – Indicate a Percentage Rate % Above Actual Cost (Not to exceed 10%) or Below Actual Cost	+ or - %	+ %
			- %
20	Owned Equipment – Indicate a Percentage Rate % Above Actual Cost (Not to exceed 10%) or Below current Blue Book Rental Rates	+ or - %	+ %
			- %
21	Rented Equipment – Indicate a Percentage Rate % Above Actual Cost (Not to exceed 10%) or Below current Blue Book Rental Rates	+ or - %	+ %
			- %
22	Sub-contracted work – Indicate a Percentage Rate Above Actual Cost (Not to exceed 10%) actual cost	%	+ %

***Budget amount for this contract is subject to appropriation of funds.**

FAILURE TO RETURN THIS PAGE AS PART OF BID DOCUMENT MAY RESULT IN BID BEING DEEMED NON-RESPONSIVE.

Rockdale County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Rockdale County to declare bid non-responsive.

Unless otherwise noted, quoted prices will remain firm for three (3) additional one-year periods. If a percentage increase/decrease will be a part of this bid, please note this in the space provided together with an explanation.

Renewal Options:

<u>Option 1 Renewal (year two of contract period):</u>	<u> % Increase</u>	<u> % Decrease</u>
<u>Option 2 Renewal (year three of contract period):</u>	<u> % Increase</u>	<u> % Decrease</u>
<u>Option 3 Renewal (year four of contract period):</u>	<u> % Increase</u>	<u> % Decrease</u>

Termination for Cause: The County may terminate this agreement for cause upon ten (10) days prior written notice to the supplier of the supplier's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon thirty (30) days written notice to the supplier. In the event of the County's termination of this agreement for convenience, the supplier will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the supplier, which shall itemize each element of performance.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within ninety (90) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule.

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Vendor Information:

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

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

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

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

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

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

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

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__

Name _____

Title _____

My commission expires (Date)

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

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

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

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

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

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

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

(Signed)

(Title)

Subscribed and Sworn to before me this _____ day of _____, 202__.

Name _____

Title _____

My commission expires (Date)

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC
My Commission Expires: _____

Affidavit Verifying Status for County Public Benefit Application

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

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant:

Date

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

Notary Public
My commission Expires:

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

CONTRACTOR’S QUALIFICATION STATEMENT AND QUESTIONNAIRE
USE THIS FORM AS NEEDED PER ITB Scope of Work

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

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

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

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

1. LAST COMPLETE FISCAL YEAR:

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

2. YEAR PRIOR TO "1" ABOVE:

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

3. YEAR PRIOR TO "2" ABOVE:

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

B. BANKRUPTCIES

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

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

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

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

Reference/Project #1:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #2:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #3:

Name and Address:

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____

Architect/Engineer contact info:
(if applicable) _____

V. ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

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

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

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

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

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

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

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

VI. COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of

using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

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

Contractor:

Signature

Date

Title

Sworn to and subscribed before me
This _____ day of _____

Signature

Notary Public

My Commission Expires:

SAMPLE CONTRACT – PAGE 1 OF 5**ON-CALL EMERGENCY REPAIR SERVICES FOR WATER & SEWER MAINS**

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

WHEREAS, the County desires to engage the services of Contractor for On-Call Emergency Repair Services for Water and Sewer Mains on an as needed basis; and

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

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

1. **Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner On-Call Emergency Repair Services for Water and Sewer Mains, and in accordance with the County’s Invitation to Bid (ITB) No. 22-39, incorporated herein by reference, (hereinafter called “Work”), and Contractor’s bid dated _____, attached hereto and made a part hereof, (hereinafter called “Bid”). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Director of Water Resources or his designee and consistent with all Federal, State and Local laws.

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

2. **Fees and Compensation.**

(a) Contractor shall provide On-Call Emergency Repair Services for Water and Sewer Mains on an as needed basis to the County for the unit price wages detailed in the Contractor’s Bid, and said unit price wages shall be good through the initial 12 month term with the option to add 3% to labor rates per each year of renewal. The County shall provide payment within thirty (30) days of receiving said undisputed invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

SAMPLE CONTRACT – PAGE 2 OF 5

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

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

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the “Board”). The term of this Agreement shall be one (1) year and may be renewed three (3) additional one-year periods, renewable each year.

4. **Governing Law.**

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

5. **Indemnification.**

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

6. **Termination of Agreement.**

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 30 days from receipt of written notice.

7. **Notice.**

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

SAMPLE CONTRACT – PAGE 3 OF 5

To the County:

To the Contractor:

Rockdale County Finance Department
Attn.: Tina Malone
958 Milstead Avenue
Conyers, GA 30012
770-278-7552
Tina.malone@rockdalecountyga.gov

Attn.: _____

Phone - _____
Email - _____

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

8. Assignment.

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

9. Corporate Authority.

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

10. Insurance and Bonds.

The Contractor shall not commence any work under this Contract until all insurance and bonds, as stipulated in the Invitation to Bid, have been obtained and such insurance and bonds have been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance/bonds required of the subcontractor has been so obtained and approved by the Contractor.

If task order exceeds \$50,000, a performance bond and payment bond will be required.

11. Waiver.

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

12. Severability.

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

SAMPLE CONTRACT – PAGE 4 OF 5**13. Interpretation.**

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

14. Venue & Jurisdiction.

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

15. Binding Effect.

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

16. Further Assurances.

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

17. Entire Agreement.

This Agreement, its attachments, and essential documents (as provided in 3 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied signatures shall be as valid as the original.

SAMPLE CONTRACT – PAGE 5 OF 5

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first above written.

INSERT CONTRACTOR NAME HERE

ROCKDALE COUNTY, GEORGIA

By: _____

By: _____

Osborn Nesbitt, Sr., Chairman

Federal Tax ID Number:

Attest:

Attest:

Corporate Secretary or Assistant
Corporate Secretary

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: _____

BIDDER'S CHECKLIST

_____ **THREE (3) HARDCOPIES (one (1) original copy, 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 20 – 22)**
- _____ **All Applicable Affidavit Forms (See Pages 23 – 28)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 29 – 33)**
- _____ **Subcontractors (See Page 39)**
- _____ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- _____ **Proof of Business License**

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