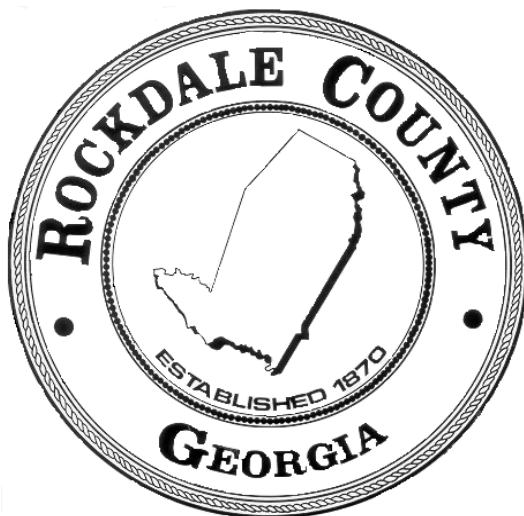


# ROCKDALE COUNTY, GEORGIA

August 13, 2024

## UNIT PRICE CONTRACT: SUPPLY AND INSTALL OF AUDIO AND VIDEO EQUIPMENT FOR VARIOUS LOCATIONS

INVITATION TO BID  
No. 24-05



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

**INTRODUCTION:**

This is an Invitation to Bid (ITB) for the purchase of **Unit Price Contract: Supply and Install of Audio and Video Equipment for Various Locations** in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

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 for **Supply and Install of Audio and Video Equipment for Various Locations** in accordance with the County's Request for Proposal No. 24-05, incorporated herein by reference, (hereinafter called "Work"), and Contractor's proposal dated \_\_\_\_\_ (input date), attached hereto and made a part hereof, (hereinafter called "Proposal"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this work.

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 Adrienne Brown, at [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov) or the following address:

Rockdale County Finance Department  
Purchasing Division  
Attn: Adrienne Brown  
958 Milstead Avenue  
Conyers, GA 30012  
Phone: (770) 278-7557  
E-mail: [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@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:**

To be determined.

**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.

**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, September 12, 2024**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

**SUBSTITUTION SUBMITTALS:**

The Scope of Work allows equivalent substitutions and will be considered upon proper submission of specification sheets for items. All requests for equivalent substitutions must be submitted to the Purchasing Division via email to Adrienne Brown at [adrienne.m.brown@rockdalecountyga.gov](mailto:adrienne.m.brown@rockdalecountyga.gov) no later than **2:00 p.m., local time, on Thursday, August 29, 2024**. It will be under the discretion of Rockdale County to approve substitution submittals.

**QUESTIONS AND CLARIFICATIONS:**

All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to [adrienne.m.brown@rockdalecountyga.gov](mailto:adrienne.m.brown@rockdalecountyga.gov) or at the above address no later than **2:00 p.m., local time, on Thursday, September 5, 2024**. 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.***

**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.

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**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) references** from projects with similar experience using the materials and process in this Invitation to Bid.

**DEBRIEFINGS:**

In lieu of Post-Award debriefings, Rockdale County's will provide the "Selection Package" at the time of the Selection Announcement (also referred to as the Announcement of Entering into Negotiations). The "Selection Package" will include the scores of phases for all firms who responded and will typically be provided as a PDF file and e-mailed.

**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.

**SUBMITTAL COST AND CONFIDENTIALITY**

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.

**OPEN RECORDS**

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

**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:

<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	
 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

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

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

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

**LOCAL VENDOR PREFERENCE POLICY**

The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bid and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitations to Bid. A copy of the Policy may be downloaded from the County website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), Bid Opportunities. Local vendors interested in being considered for the Local Vendor Preference must submit an Affidavit of Eligibility with their bid response. The form is attached to these bid documents.

The Local Vendor Preference Policy: will  / will not  - apply to this ITB.

**EQUAL BUSINESS OPPORTUNITY POLICY:**

This ITB qualifies for Rockdale County Government EBO program. For questions regarding the EBO program, please contact Stacey Bonner Lewis at [stacey.lewis@rockdalecountyga.gov](mailto:stacey.lewis@rockdalecountyga.gov) or 770-278-7543.

**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.

## **INFORMATION TECHNOLOGY DISCLOSURES**

This section is intended to obtain a full disclosure from the responder of all requirements related to the use of Information Technology for the successful implementation and operational readiness of the proposed solution. This disclosure should include all computer hardware, software, and network connectivity requirements that are needed.

Software that provides built-in data archiving mechanisms for all documents and files, and that can also be programmed to reflect State-defined retention schedules will receive preference.

Information must include:

- Point of Contact for Technical follow up (Name, title, email address, phone number)
- System Hosting (Cloud-based or Rockdale County Data Center)
- Compute requirements (server, workstations, field devices – Mfg. and Model)
- Storage requirements (Mfg. and Model, estimated 1<sup>st</sup> year requirement, estimated rate of growth, total capacity in Gb required for initial 2 years)
- Platforms involved – list all (Windows, iOS, Android, Linux, etc.)
- Scanners, cameras, monitors, printers (Mfg. and Model)
- Software requirements (utilities, DB scripts, applications, – Name and Developer)
- High-level diagram of the solution (Host, Storage, DBs, Applications, Interfaces to other applications)

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

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

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

## **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# 24-05** 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:

**Narrative**

1. **General:** Rockdale County General Services is requesting unit pricing to supply and install Audio and Video Equipment for various types of packages described below.

**Scope of Work:**

2. Upon receipt of a purchase order from General Services, the contractor shall supply and install one of 4 media packages.
3. The contractor shall furnish and install all materials, fasteners, brackets, hardware, cabling, wiring, raceways, junction boxes, supplies, and all other items needed to complete installation.
4. The contractor shall provide all labor for installation including programming and any other labor needed to complete the installation.
5. The contractor shall provide operation manuals (1 paper, 1 electronic copy) including user training.
6. The contractor shall be responsible for all tools and equipment needed to perform the installation.
7. Contractor shall perform the work in a manner consistent with best practices.

**Manufacturers:** County's preferred manufacturers are:

1. Kramer Electronics
2. Shure
3. William AV
4. Mid Atlantic
5. JBL
6. Lab Gruppen
7. Samsung
8. Bose
9. Symetrix
10. Equivalent substitutions will be considered upon proper submission of specification sheets for items and written approval from county representative.

**Equipment Installation Packages #**

1. Courtroom
  - a. Video
    - I. (1) HDMI Video Switch 4 input/1 output
    - II. (4) HDMI Video Base T receiver and transmitter
    - III. (1) Kramer TP-789R 4K 2-way PoE receiver
    - IV. (2) 65" Samsung Flat screen Televisions
    - V. (1) HDMI wall brush plate located at 72" above finished floor behind Flat screen includes cable connected to HDMI wall plate at 18" above finish floor directly below TV. (see attached spec sheet)
    - VI. (1) Wall Mount Articulating Bracket
    - VII. (1) 60" Flat Screen Cart
    - VIII. (1) Elmo PX-30
  - b. Audio
    - I. (8) 8" overhead 2-Way ceiling speakers Electro-Voice EVID C8.2
    - II. (6) Shure 18" Desktop Gooseneck Microphones with on/off switch
    - III. (1) Mid-Atlantic Enclosed Equipment rack with lockable door
    - IV. (1) PDS Rackmount Sequencing Power Series PDS-615R
    - V. (1) Lab Gruppen CA1201 and (1) CA1202 Commercial Amplifier

- VI. (1) Symetrix Radius NX 12x8 Dante+USB-B Programmable DSP
  - VII. (1) Symetrix ARC-SW4E Push Button wall Panel Controller
  - VIII. (1) Juice Goose CQ-5 In wall sequence
  - IX. (1) Juice Goose RC5WM-RS Wall mount control and monitor
  - X. (1) Williams Sound WF SYS1C Wave Cast System (for ADA)
  - c. Installation shall include all labor, materials, fasteners, brackets, hardware, cabling, wiring, raceways, junction boxes, supplies, and all other items needed to complete the installation.
2. Conference Room 65" Video Package
- a. 65" Video Package
    - I. (1) 65" Samsung Flat Screen television
    - II. (1) wall mount articulating bracket
    - III. (1) HDMI wall brush plate located at 72" above finished floor behind Flat screen includes cable connected to HDMI wall plate at 18" above finish floor directly below TV. (see attached spec sheet)
  - b. Installation shall include all labor, materials, fasteners, brackets, hardware, cabling, wiring, raceways, junction boxes, supplies, and all other items needed to complete the installation.
3. Conference Room 45" Video Package
- a. 45" Video Package
    - I. (1) 45" Samsung Flat screen Television
    - II. (1) Wall mount articulating bracket
    - III. (1) HDMI wall brush plate located at 72" above finished floor behind Flat screen includes cable connected to HDMI wall plate at 18" above finish floor directly below TV. (see attached spec sheet)
  - b. Installation shall include all labor, materials, fasteners, brackets, hardware, cabling, wiring, raceways, junction boxes, supplies, and all other items needed to complete the installation.
4. Meeting Room
- a. Video
    - I. (4) 55" Samsung VH55B-E 700Nit 1920x1080 Resolution Narrow Bezel Commercial LED LCD Display
    - II. (4) Chief LVs1U ConnexSys Video Wall systems with rails
    - III. (5) Kramer Electronics KDS-DEC7 High-performance, highly scalable, AVoIP Decoder for 4K60 4:2:0, HDR10 over 1G network
    - IV. (1) 75" QET Samsung QE75T Standalone Displau Crystal UHD 3840x2160,300 nit,16/7
    - V. (1) Sanus VX730-B2 X-Large Full Motion Mount
  - b. Audio/Visual Control/Management – AV Over IP Network/Control
    - I. (4) Kramer WP-SW2-EN7/US-D(W) – II Plate Auto Switch Encorder with HDMI and USB-C inputs
    - II. (1) Kramer SL-240C Compact 16-Port Master Room Controller
    - III. (1) Kramer RK-T2B-B 19-inch Rack Adapter
    - IV. (2) Kramer Electronics KDS-DEC7 High-performance, highly scalable, AVoIP Decoder for 4K60 4:2:0, HDR10 over 1G network
    - V. (1) Netgear GSM4248P-100NAS M4250 40G8F POE plus MNGD SW
    - VI. (1) Wirepath WP-CAT6-PP-24 Rack Mount 24-Port RJ45 Cat 6 Patch Panel
    - VII. (1) Lowell ACR-SEQ6-2009 Rackmount SEW Power Panel
    - VIII. (1) Karmar Kt-2010WM 10-inch Wall Mount PoE Touch Panel
  - c. Audio

- I. (1) Symetrix Radius NX 12x8 Dante + USB-B Programable DSP, 12/mic/line in, 8 lines out, USB audio, 1 I/O card slot, 64x64 redundant Dante, ARC
- II. (9) Electro-Voice EVID C8.2 EVID Series 8" 2-Way Ceiling Speaker (White, Pair) 70V / 100V or 8 Ohm operation Frequency Range: 50Hz – 20kHz Sensitivity: 91 db, 1W/1m Sold & priced only in paris Taps at 1.88, 3.75, 7.5, 15 & 30 watts

d. Video Projector

- I. (1) Eiki EK-720LU HD BaseT HDMI (2) USB-A/B VGA 16-watt Projector
- II. (1) Ceiling Projector Mount -Chief RPAU Universal RPA
- III. (2) Functional Devices RIB2401B Enclosed Relay, 20 AMO Spdt with 24 Vac/Dc/120 Vac

- e. Installation shall include all labor, materials, fasteners, brackets, hardware, cabling, wiring, raceways, junction boxes, supplies, and all other items needed to complete the installation.

5. Additional Services

- a. Provide labor cost rate for additional services.
- b. Provide a material markup cost for additional services.

## BID FORM – ITB No. 24-05

Instructions: Complete all **THREE** parts of this bid form.

### PART I: Bid Summary

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

1.	Equipment Installation Package #1 – Courtroom	\$ _____
2.	Equipment Installation Package #2 – Conference Room 65” Video Package	\$ _____
3.	Equipment Installation Package #3 – Conference Room 45” Video Package	\$ _____
4.	Equipment Installation Package #4 – Meeting Room	\$ _____
5A.	Additional Services Labor Cost	_____ Per hour
5B.	Additional Material Markup	_____ %

### 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	

### 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.

\_\_\_\_\_



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

**AFFIDAVIT OF ELIGIBILITY**

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

1. LEGAL NAME OF FIRM: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Physical Address (if different): \_\_\_\_\_  
\_\_\_\_\_

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

3. Business License:  
License Number: \_\_\_\_\_ County \_\_\_\_\_

4. For transactions which require sales tax, provide the following Reseller information:  
Reseller Permit Number: \_\_\_\_\_  
Enter the Company Name and Address as it appears on permit:  
\_\_\_\_\_  
\_\_\_\_\_

5. Does your business have more than one office in the State of Georgia?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, specify the office location considered as the point-of-sale for sales tax purposes:  
\_\_\_\_\_  
\_\_\_\_\_

6. Was the local business required to pay business and/or real property tax for the most recent tax year?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, did the local business pay any of this tax to Rockdale County?  
Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

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

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

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



**SAMPLE CONTRACT**  
**SUPPLY AND INSTALL OF AUDIO AND VIDEO EQUIPMENT**

*The County reserves the right to revise this contract.*

This Agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 Georgia corporation, whose address is \_\_\_\_\_, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the purchase and installation audio and video equipment for projects at various locations in Rockdale County. This includes equipment installation for a courtroom, 2 conference rooms (45" package and 65" package), and 1 meeting room.

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

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

**1. Services Provided by Contractor.**

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

The Contract Documents and Contractor's Proposal and Quote 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.

The Contractor shall commence the Work to be performed under this Contract Agreement on a date to be specific in a written Notice to Proceed and shall fully complete all work hereunder within Ninety (90) days, unless modified and agreed upon by both parties in writing.

**2. Fees and Compensation.**

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

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

(b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
- (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the

Contractor is behind the currently approved construction schedule.

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

Payment Terms: Payment shall be as follows: Net 30

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be Ninety (90) days from the date the Contractor receives notice to proceed from the County, unless terminated by either party as detailed in section 13 of this Agreement.

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

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

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

5. **Supervision of Work.**

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

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

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

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

7. **Insurance.**

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

8. **Interruption of Facility Operations.**

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

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

(a) The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

(b) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

(c) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury or loss.

(d) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Indemnification.**

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

11. **Termination of Agreement.**

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

12. **Notice.**

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

**To the County:**

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

**To the Contractor:**

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

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

13. **Assignment.**

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

14. **Corporate Authority.**

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

15. **Waiver.**

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

16. **Severability.**

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

17. **Interpretation.**

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

18. **Venue & Jurisdiction.**

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

19. **Governing Law.**

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

20. **Binding Effect.**

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

21. **Further Assurances.**

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

22. **Entire Agreement.**

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

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.

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

CONTRACTOR:

ROCKDALE COUNTY, GEORGIA

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

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

Osborn Nesbitt, Sr., Chairman

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

Attest:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Jennifer Rutledge, County Clerk

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

Attest:

Approved as to Form:

\_\_\_\_\_  
Corporate Secretary or Assistant  
Corporate Secretary

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

## REFERENCES

**Instructions:** Type or clearly print all information.

**Reference #1**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

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

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**Reference #2**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

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

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

**Reference #3**

Name of Project Owner: \_\_\_\_\_

Project Description and Location: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contracted Dollar Amount: \_\_\_\_\_

Completed Dollar Amount: \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

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

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

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



**ROCKDALE COUNTY GOVERNMENT**  
**EQUAL BUSINESS OPPORTUNITY PROGRAM**

Rockdale County Government Equal Business Opportunity (“EBO”) Program ordinance promotes opportunities for Historically Underutilized Businesses (“HUBs”) and Small Business Enterprises (“SBEs”) and protects all contracting applicants from unlawful discrimination. Under the EBO ordinance, bids for any project totaling \$100,000 or more in value must demonstrate good faith efforts to make work available to HUBs and SBEs. The ordinance is aspirational and seeks to maximize contracting opportunities for HUBs and SBEs. Specific outreach and reporting requirements are detailed in the EBO Ordinance and accompanying EBO policy document adopted by the Rockdale County Board of Commissioners, both of which are attached here.

In accordance with the terms of the EBO ordinance, all contracting shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. No portion of the EBO ordinance requires contractors or subcontractors to make purchases of materials or equipment from HUBs who do not submit the lowest responsible, responsive bid.

Please refer to the attached EBO ordinance and EBO policy document for further details.



**ROCKDALE COUNTY GOVERNMENT  
EBO PROGRAM  
CONTRACT COMPLIANCE REQUIREMENTS**

**AFFIDAVIT – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION PLAN  
(UTILIZATION PLAN)**

The Utilization Plan is designed to enhance the utilization of a Historically Underutilized Business (HUB) or a Small Business Enterprise (SBE) by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with bid/proposal.

**DETERMINATION OF GOOD FAITH**

The Prime Contractor must demonstrate that they have made reasonable, good faith efforts to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor regarding this project should be documented using the Subcontractor Contact Form.

**AFFIDAVIT – CONTRACTOR ONLY USAGE**

A contractor that performs all the work under a contract with its own workforce may submit an affidavit.

**UTILIZATION REPORTING (Post Award)**

The successful bidder/proposer will be required to report **all** payments to subcontractors, sub-consultants, and suppliers (if applicable) by the 15<sup>th</sup> day of the month to the EBO Administrator.

**ROCKDALE COUNTY GOVERNMENT  
AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION**

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

**Prime Bidder/Proposer Company Name** \_\_\_\_\_

**ITB/RFP Name & Number:** \_\_\_\_\_

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) is **NOT** , **is**  a Historically Underutilized Business or Small Business Enterprise.

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ \_\_\_\_\_ Or \_\_\_\_\_ %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
<b>% of JV</b>		<b>% of JV</b>	
<b>HUB or SBE Certified (Y or N)</b>		<b>HUB or SBE Certified (Y or N)</b>	
<b>Certified Agency</b>		<b>Certified Agency</b>	
<b>Date Certified</b>		<b>Date Certified</b>	

3. Lists all Sub-Contractor/suppliers participating on the project and provide a description of the work to be executed.

**Total Dollar Value of Certified Subcontractors: (\$)**

**Total Percentage of Certified Subcontractors: (%)**

**AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION  
(continued)**

**CERTIFICATION:** The undersigned certifies that he/she has read, understands, and agrees to be bound by the Bid/Proposer provisions. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Business or Corporate Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax Number:** (     ) \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**ROCKDALE COUNTY GOVERNMENT  
UTILIZATION REPORT – Post Award**

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project by the 15<sup>th</sup> day of the month to the EBO Administrator.

**Subcontractor or Supplier information**

ITB or RFP #	Name	Contact Name	Contact Email Address	Contact Phone	Payment amount	Date of payment	Payment Method

**Issues:**

**Vendor Name:** \_\_\_\_\_

**Printed Signature:** \_\_\_\_\_

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

**Title** \_\_\_\_\_

INTERNAL USE ONLY	
<b>Verified</b>	_____
-	_____
<b>Any Issues</b>	_____
<b>Verified by</b>	_____

**ROCKDALE COUNTY GOVERNMENT**

**Subcontractor Contact Form**

**Good Faith Effort - Must also include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of Historically Underutilized Businesses or Small Business Enterprises.**

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	HUB or SBE Certification Designation	Result of Contact	Date of Contact

**Company Name:** \_\_\_\_\_

**Project # & Title:** \_\_\_\_\_

**Printed Signature:** \_\_\_\_\_

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

**Title** \_\_\_\_\_

<b>INTERNAL USE ONLY</b>	
<b>Date information verified</b>	_____
<b>Any Issues</b>	_____
<b>Verified by</b>	_____

**AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE VI OF CHAPTER 2 OF THE CODE OF ROCKDALE COUNTY, GEORGIA PROVIDING AUTHORIZATION FOR AN EQUAL OPPORTUNITY PROGRAM FOR ROCKDALE COUNTY**

WHEREAS, it is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses;

WHEREAS, the Rockdale County Board of Commissioners promulgates this ordinance as the official policy of Rockdale County.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Rockdale County, Georgia, and it is, hereby, ordained by the authority of same, as follows:

That Division 3 of Article VI of Chapter 2 of the Code of Rockdale County, Georgia be amended, to create, as follows:

**“Section 2-221. Equal Business Opportunity Program”**

A. As used in this section:

1. The term “Contracting Authority” means any board, commission, body, or subdivisions of Rockdale County that exercises any authority to award a contract through a formal bidding process.
2. The term “Historically Underutilized Businesses” means a firm that is an independent and continuing enterprise for profit:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
  - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. The term “minority person” means a person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa;
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
    - d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
    - e. Female.
  - 4. The term “socially and economically disadvantaged individual” means a person who is a citizen or lawful permanent resident of the United States and who is:
    - a. A veteran of the armed forces of the United States;
    - b. Physically or mentally disabled in a manner that substantially limits one or more of the major life activities of a person; or
    - c. Capable of demonstrating some other form of economic or social disadvantage, as articulated in 13 CFR § 124.104.
  - 5. The term “Small Business Enterprises” means a firm that is an independent and continuing enterprise for profit for which the gross revenues or number of employees, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed the size standard for its industry as defined by 13 CFR 121.201 (as further explained in 13 CFR 121.104 through 121.107), and is certified as such.
- B. It is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses.
- C. All Contracting Authorities shall strive to maximize contracting opportunities with Historically Underutilized Businesses. Where feasible, preference should be given to such businesses that are in Rockdale County or that employ a majority of their workforce in Rockdale County.
- D. All Contracting Authorities shall establish prior to solicitation of bids for any project totaling \$100,000 or more, the good faith efforts that it will take to make it feasible for Historically Underutilized Businesses to submit successful bids or proposals for the contract. Each first-tier subcontractor shall comply with the requirements applicable to contractors under this subsection.
- E. Each bidder for a contract from a Contracting Authority shall identify on its bid the Historically Underutilized Businesses that it will use in fulfilling the contract and an affidavit listing the good faith efforts it has made pursuant to subsection (g) of this section and the total dollar value of the bid that will be performed by the Historically Underutilized Businesses. A contractor that performs all the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

1. Within the time specified in the bid documents, either:
  - a. An affidavit that includes a description of the portion of work to be executed by Historically Underutilized Businesses, expressed as a percentage of the total contract price, which is equal to or more than the applicable goal. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or
  - b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.
2. Within 30 days after awarding the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.


- F. No subcontractor who is identified and listed pursuant to subsection (d) of this section may be replaced with a different subcontractor except:
  1. If the subcontractor's bid is later determined by the contractor to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or
  2. With the approval of the Contracting Authority for good cause.
- G. Before awarding a contract, the Contracting Authority shall do the following:
  1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.
  2. At least 10 days prior to the scheduled day of bid opening, notify Historically Underutilized Businesses that have requested notices from the Contracting Authority and Historically Underutilized Businesses that otherwise indicated to the County an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:
    - a. A description of the work for which the bid is being solicited.
    - b. The date, time, and location where bids are to be submitted.



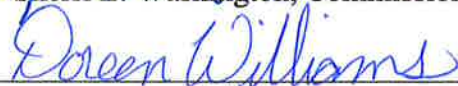
- c. The name of the individual within the public entity who will be available to answer questions about the project.
  - d. Where bid documents may be reviewed.
  - e. Any special requirements that may exist.
3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized Businesses of the bid being sought.
- H. The Contracting Authority may designate certain procurement projects or contracts as available for bid and award only to certified Small Business Enterprises. The small business reserve designation for a particular project is discretionary on the part of the Contracting Authority and should be applied only where there is a reasonable expectation that there will be at least three responsible and responsive bids for certified Small Business Enterprises and that the award will be made at a fair market price/value. To obtain a small business reserve program project, the bidding Small Business Enterprise must self-perform a significant percentage of the contracted work (a minimum of 50 percent).
  - I. All Contracting Authorities shall award contracts without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. Nothing in this section shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from Historically Underutilized Business who do not submit the lowest responsible, responsive bid or bids.
  - J. Each Contracting Authority shall submit to the Board an annual report demonstrating compliance with this code section.
  - K. Nothing herein shall apply to any contracts solicited or awarded before the passage of this code section.
  - L. For any projects involving the use of federal funds, no term of this ordinance shall apply if it conflicts with the requirements imposed under federal law for that project.
  - M. If any provision or clause of this code section or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this code section which can be given effect without the invalid provision or application, and to this end the provisions of this code section are declared to be severable.
  - N. The terms of this ordinance shall expire five years from the date of its enactment if not renewed by the Rockdale County Board of Commissioners.

Adopted this 12<sup>th</sup> day of December, 2023.


Rockdale County, Georgia  
Board of Commissioners

By:   
Oz Nesbitt, Sr., Chairman

By:   
Sherril L. Washington, Commissioner Post I

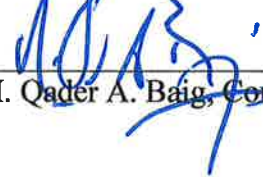
By:   
Dr. Doreen L. Williams, Commissioner Post II

Attest:

By:   
Jennifer Rutledge, County Clerk

First Reading: 12/12/2023  
Second Reading: waived

Approved as to form:

By:   
M. Qader A. Baig, County Attorney

## **EQUAL BUSINESS OPPORTUNITY**

This document provides guidelines for implementation of the County's Equal Business Opportunity ordinance, which encourages maximization of contracting opportunities with Historically Underutilized Businesses.

### **I. PURPOSE**

The purpose of these policies and procedures is to provide guidelines for implementation of the Rockdale County Equal Business Opportunity ("EBO") ordinance. [Ord. No. 0-2023-R9]

### **II. DEFINITIONS**

All terms used herein shall have the definitions provided in the EBO ordinance.

### **III. EBO MAXIMIZATION GOAL**

To maximize contracting opportunities with Historically Underutilized Businesses, Contracting Authorities shall strive for a goal of at least fifteen percent (15%) of contracts being awarded to Historically Underutilized Businesses. This goal shall be measured by the total value of work for each County building project, including building projects done by a private entity on a facility to be leased or purchased by the County.

### **IV. ADMINISTRATION**

- A. Administration of the EBO ordinance shall be done by the Procurement department of Rockdale County (the "EBO Administrator").
- B. Prior to solicitation of bids for any project totaling \$100,000 or more, the Contracting Authority shall submit to the EBO Administrator its Historically Underutilized Business participation outreach plans.
- C. Following solicitation of bids for any project totaling \$100,000 or more, the Contracting Authority shall submit to the EBO Administrator a report of its compliance with the Historically Underutilized Business participation outreach plan submitted pursuant to subsection B.
- D. The EBO Administrator shall prepare an annual report to the Rockdale County Board of Commissioners detailing all contracts solicited and all contracts awarded pursuant to the EBO ordinance. This report shall include the value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.
- E. The EBO Administrator shall encourage all Contracting Authorities to use CM at Risk.

## **V. CERTIFICATION**

- A. To demonstrate a firm's qualifications as a Historically Underutilized Business, Rockdale County will accept:
1. Certification from the State of Georgia, City of Atlanta, or any local, state, or federal government agency;
  2. Certification from any private party accredited to provide business certification; or
  3. Self-certification as sworn to in a notarized statement under penalty of perjury, with any accompanying documentation.

## **VI. OUTREACH ACTIVITIES**

- A. Outreach activities that can be part of a Historically Underutilized Business participation outreach plans include, but are not limited to, the following:
1. Attending trade fairs;
  2. Hosting business workshops;
  3. Hosting pre-bid conferences;
  4. Advertising; and
  5. Any other activities reasonably likely to increase participation in the bidding process by Historically Underutilized Businesses.

## **VII. GOOD FAITH EFFORTS**

- A. The Contracting Authority shall require bidders to undertake the following good faith efforts, where applicable:
1. Contacting Historically Underutilized Businesses that reasonably could have been expected to submit a quote and that were known to the Contracting Authority lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
  2. Making the construction plans, specifications and requirements available for review by prospective Historically Underutilized Businesses or providing these documents to them at least 10 days before the bid or proposals are due.
  3. Breaking down or combining elements of work into economically feasible units to facilitate participation by Historically Underutilized Businesses.
  4. Working with organizations for Historically Underutilized Businesses that provide assistance in recruitment of Historically Underutilized Businesses.

5. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
6. Negotiating in good faith with interested Historically Underutilized Businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a Historically Underutilized Businesses based on lack of qualification should have the reasons documented in writing.
7. Providing assistance to an otherwise qualified Historically Underutilized Businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting Historically Underutilized Businesses in obtaining the same unit pricing as the bidder's suppliers to help Historically Underutilized Businesses in establishing credit.
8. Negotiating joint venture and partnership arrangements with Historically Underutilized Businesses to increase opportunities for Historically Underutilized Businesses to participate in County projects when possible.
9. Providing quick pay agreements and policies to enable Historically Underutilized Business contractors and suppliers to meet cash-flow demands.

## **VIII. SUBCONTRACTING**

Every contract awarded pursuant to the process outlines in the EBO ordinance shall include a provision requiring all first-tier subcontractors to comply with the requirements applicable to contractors under the EBO ordinance.

## **IX. INCORPORATION**

A bidder's commitment to abide by the terms of the EBO ordinance, and the good faith efforts it intends to undertake, shall be incorporated into the terms of any contract awarded to that bidder.

## **X. SMALL BUSINESS ENTERPRISE**

A. A Small Business Enterprise may be certified in the following ways:

1. a filed letter or other documentation from the United States Small Business Administration that establishes that the firm is certified as an 8(a) firm, small business enterprise, small disadvantaged business enterprise, or HUBZone firm;
2. a letter or other documentation from the City of Atlanta, MARTA, or Georgia Department of Transportation (GDOT) that establishes that the firm is certified as a DBE; or
3. small business certification from a certifying agency within Georgia that applies the small business size standards consistent with or less than the applicable revenue and

employment size standards for small businesses established by the United States Small Business Administration and meets other county criteria related to SBE certification.

**XI. REPORTING**

- A. Each Contracting Authority's annual report to the Board shall include the following:
  - 1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;
  - 2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;
  - 3. Whether each contract was ultimately awarded to a Historically Underutilized Business or Small Business Enterprise; and
  - 4. The value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.
- B. Each contractor must report payments made to the Historically Underutilized Business subcontractors to the County on a monthly basis by no later than the 15th of the month.

Approved this 12 day of December, 2023.

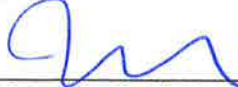
Rockdale County, Georgia  
Board of Commissioners

By:   
Oz Nesbitt, Sr., Chairman

By:   
Sherri L. Washington, Commissioner Post I

By:   
Dr. Doreen L. Williams, Commissioner Post II

Attest:

By:   
Jennifer Rutledge, County Clerk

Approved as to form:

By:   
M. Qader A. Baig, County Attorney

## BIDDER'S CHECKLIST

\_\_\_\_\_ **THREE (3) HARDCOPIES** (one original, two 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 Page 14)**
- \_\_\_\_\_ **Bid Item Table (See Page 14)**
- \_\_\_\_\_ **All Applicable Affidavit Forms (See Page 15)**
- \_\_\_\_\_ **Local Vendor Preference Policy (If Applicable) - (See Page 16)**
- \_\_\_\_\_ **References (See Pages 22-23)**
- \_\_\_\_\_ **Any Proposed Deviations from the Required Specifications, Including Necessary Explanations and Conditions**
- \_\_\_\_\_ **Equal Business Opportunity Forms (See Pages 24-38)**
- \_\_\_\_\_ **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.