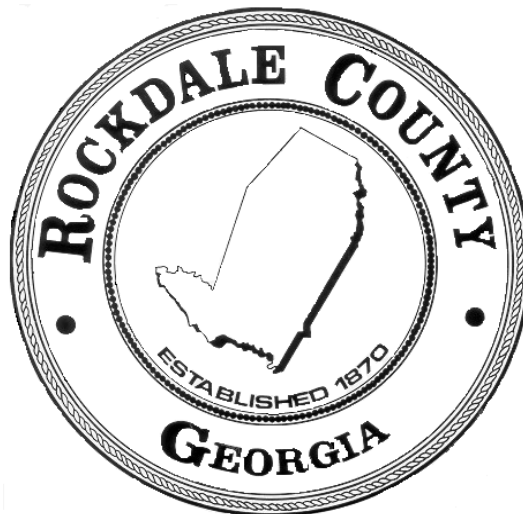


# **ROCKDALE COUNTY, GEORGIA**

**August 27, 2024**

## **POLYALUMINUM CHLORIDE**

**INVITATION TO BID  
No. 24-09**



**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 **Polyaluminum Chloride** 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 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:**

One (1) hard copy, 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:**

Twelve (12) Months from Notice to proceed with option to renew two (2) additional 12-month periods.

The Contract Term will be (1) year and will auto renew (2) additional one-year terms, unless cancelled in writing 30 days before the end of current term.

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

**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 19, 2024**. 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 [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 12, 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.**

**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.

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

\_\_\_\_\_

**DELIVERY**

The polyaluminum chloride must be delivered into 12,500-gal bulk tank.

Estimated number of deliveries is sixteen (16), est. 720,000 lbs. total. Per pound bid price is to include all freight and other related charges.

Delivery is required within **7 - 10 calendar days** after receipt of individual orders. However, alternate delivery time will be considered provided it is so stated.

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(Bidder state number of days for delivery)

All prices are to be firm, **F.O.B. Destination, Freight Prepaid and Allowed.**

Delivery must be made between 8:00 A.M. and 5:00 P.M. Monday through Friday, unless otherwise requested.

**DELIVERY F.O.B.:** The successful bidder shall give a 24-hour prior notice of delivery to Division calling in the order; and **must ask for caller's Purchase Order Number (or Release Number) at that time**, when giving such prior Notice.

**NOTE: F.O.B. POINT:** Unless otherwise stated in the invitation and any resulting contract, or qualified by the bidder, all articles will be F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded and placed in designated place. Successful bidder must comply with this paragraph.

**F.O.B. LOCATION:** Rockdale County Water Treatment Plant  
3090 Gees Mill Road  
Conyers, Georgia 30013

**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 upon request 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	

(If hazardous substances are involved)

Contractor's Pollution Liability (with 1-year extended reporting period)

Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

Environmental Impairment Liability (with 1-year extended reporting period)

Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00

General Liability \$1,000,000.00

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

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

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

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

Certificates are to be issued to:  
 Rockdale County, Georgia  
 958 Milstead Avenue  
 Conyers, GA 30012

**PERMITS:**

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

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

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

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

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

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

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

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

**PIGGYBACKING**

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

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

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

**WITHDRAWAL OF BID:**

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

**REJECTION OF BID:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

**GOVERNING LAWS:**

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

**ERRORS AND OMISSIONS:**

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



**STANDARD INSTRUCTIONS:**

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 24-09** 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:**

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

Material Safety Data Sheets must be delivered with product.

# BID FORM – ITB No. 24-09

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.

Item No.	Item Description	Estimated No. of Deliveries per Term	Estimated (lbs.) Delivered per Term	Unit Price (per lb.)	Total Price
1.	Polyaluminum Chloride, as per Minimum Specifications and notes below.	16	720,000	\$ _____	\$ _____

**Notes to Suppliers:**

Note #1: Polyaluminum Chloride

Note #2: SDS and COA must accompany all deliveries

Note #3: Bid Price to include all freight and other related charges.

Note #4: Tanker delivery into 12,500-gallon bulk tank. Must supply own air. Not provided.

Note #5: Product to be Jar Tested and Pilot Tested

## 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)

### 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.

\_\_\_\_\_

**SAMPLE CHEMICAL SUPPLY AGREEMENT**

*(The County reserves the right to make any changes to this contract as it is only a Sample)*

This Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, between \_\_\_\_\_, a Georgia limited liability company qualified to do business in the State of Georgia, (“Seller”), whose address is \_\_\_\_\_, and Rockdale County, Georgia, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012 (“Buyer”).

**1. Sale and Purchase**

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, **Polyaluminum Chloride**, (hereinafter “Product”) for use at the Rockdale County Water Treatment Plant located at 3090 Gees Mill Road, Conyers, Georgia 30013 (“Designated Location”).

**2. Term and Termination**

- 2.1 This Agreement shall be effective as of the date first set forth above. The term of this Agreement shall be for one (1) year (“Term”), from the date of this Agreement, unless and until terminated as provided below. This agreement has an option to renew two (2) additional 12-month terms.
- 2.2 Either party may terminate this Agreement with respect to each Product by giving no less than fifteen (15) days prior written to the other party.

**3. Specifications**

All Product delivered by Seller shall conform to the specifications set forth in the County’s Invitation to Bid (ITB) No. 24-09 incorporated herein by reference, and Seller’s Bid dated \_\_\_\_\_, attached hereto and made a part hereof, (hereinafter called “Bid”).

**4. Delivery**

- 4.1 Product shall be delivered by Seller F.O.B Destination.
- 4.2 Delivery must be received within seven (7) days of order guaranteed unless otherwise agreed to by the Buyer. Unless otherwise directed all deliveries can be made 24/7 to Rockdale Water Treatment Plant, 3090 Gees Mill Road, Conyers, Georgia 30013.

**5. Price and Charges for Product and Service(s)**

- 5.1 All pricing is fixed through the term of this Agreement and shall be set forth in Seller’s Bid, dated \_\_\_\_\_, attached hereto and made a part hereof.

**6. Invoicing and Payment**

Seller may invoice Buyer for any applicable Unit Price and Surcharges as each delivery of Product is made, or monthly, at Seller’s discretion. Invoices for the Monthly Charges and for other sum due hereunder, shall be submitted monthly. All payments due Seller hereunder shall be made to Seller at the location indicated on the invoice. All invoices shall be payable net 30 days. The timely payment by Buyer of all amounts due and owing to Seller hereunder, is an express condition to the continued performance by Seller of its obligations hereunder.

**7. Warranty**

Seller warrants that the Product shall conform to the specifications and express warranties set forth in the Attachment(s) and the time of delivery, Seller shall have good title and right to transfer the same and that the same shall be delivered free of encumbrances. THE FOREGOING WARRANTY IS THE SOLE WARRANT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

**8. Indemnity**

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

**9. Limitation of Liability**

- 9.1 Buyer acknowledges that there are hazards associated with the use of the Product, that it understand such hazards, and that it is responsibility of Buyer to warn and protect its employees and others exposed to such hazard through Buyer’s storage and use of the Product. Seller shall provide Buyer with copies of Material Safety Data Sheets relating to the Product for Buyer to make such warning, and Buyers shall hold harmless, indemnify and defend Seller from and against any liability incurred by Seller because such warnings were not made. Buyer assumes all risk and liability for loss, damages or injury to persons or to property of Buyer or others arising out of the presence or use of the Product.
- 9.2 No claim of any kind with respect to non-delivery of Product shall be greater than the Unit Price payable hereunder for the Product in respect to which such claim is made and Buyer’s sole and exclusive remedy (except for the remedy of cancellation for material default) for delivery of nonconforming Product shall be replacement by Seller of a like quantity of conforming Product at no additional cost to Buyer.
- 9.3 Seller shall not be liable in contract or tort (including negligence and strict liability) for any other direct, or any direct, special, incidental or consequential damages arising out of its performance or non-performance hereunder.

**10. Force Majeure**

- 10.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder (other than its obligation to make any payment of money hereunder), or be liable in damages or otherwise for any failure or delay or delay in performance which is due to strike, lockout, concerted act of workers or other industrial disturbance, fire, explosion , flood or other natural catastrophe, civil disturbance, riot or armed conflict whether declared or undeclared, curtailment, shortage, rationing or allocation or normal sources of supply of labor, materials, transportation, energy, or utilities, accident, act of God, delay of subcontractors or vendors, sufferance of or voluntary compliance with act of government and government regulations (whether or not valid), embargo, machinery or equipment breakdown, or any other cause whether similar or dissimilar to any of the causes or categories of cause describe above and which is beyond the reasonable control of the party claiming excuse hereunder.
- 10.2 Either party affected by an event described in Paragraph 10.1, shall, promptly up learning of such event and ascertaining that it has or will affect its performance hereunder, give notice to the other party, stating the nature of the event, its anticipated duration and any actions being taken to avoid or minimize it effect.
- 10.3 If any event within Paragraph10.1 shall only partially reduce Seller’s ability to produce or deliver Product, then Seller may prorate its available supply among Buyers and Seller’s other customers in a fair and equitable manner.

**11. Other Supply Source**

- 11.1 If Seller is unable to supply any of Buyer’s requirement for Product, Buyer may, with Seller’s approval (which approval shall not be unreasonably withheld), purchase such requirements from other qualified vendors and have the same delivered into any storage equipment during such period of Seller’s inability.

**12. Notice**

- 12.1 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  
 Finance Department – Purchasing Division  
 Attn: Tina Malone  
 P. O. Box 289  
 Conyers, Georgia 30012  
 Email: [tina.malone@rockdalecountyga.gov](mailto:tina.malone@rockdalecountyga.gov)  
 Phone: 770-278-7552

To the Contractor:

\_\_\_\_\_  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

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. General Provisions**

- 13.1 This Agreement is subject to acceptance by a duly authorized representative of Seller.

- 13.2 This instrument together with any terms and conditions of Seller’s Attachments(s) hereto constitutes the entire agreement between the parties. No terms and conditions in any form of purchase order, order acknowledgment or other acceptance forms of Buyers issued with respect to this transaction shall alter the terms hereof any objection is hereby made to all such additional or different terms. Acceptance is expressly limited to the terms offered herein. No modification or waiver of this Agreement shall bind Seller unless in writing and signed and accepted a duly authorized representative of Seller.
- 13.3 Any dispute between the parties relating to this Agreement which cannot be resolved with reasonable promptness shall be referred to each party’s senior manager in an effort to obtain prompt resolution. Neither party shall commence any action against the other until the expiration of 60 days from the date of referral to such senior managers; provided however, this shall not preclude a party from instituting an action seeking injunctive relief to prevent irreparable damage to such party.
- 13.4 If any provision of this Agreement is held invalid by any law and /or regulation, all other provisions hereof shall continue in full force and effect.
- 13.5 This Agreement shall be governed by and construed according to the laws of the State of Georgia without giving effect to its conflicts of laws provisions.
- 13.6 In the event of conflict between the terms of this Agreement and any of its Attachments, the terms of the Agreement shall govern.

A scanned and/or photocopy of this document carries the same validity as an original agreement.

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

ROCKDALE COUNTY, GEORGIA

CONTRACTOR:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Jennifer Rutledge, County Clerk

Attest:  
\_\_\_\_\_

Approved as to form:  
\_\_\_\_\_  
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**

**Verified** \_\_\_\_\_

-

**Any Issues** \_\_\_\_\_

**Verified by** \_\_\_\_\_

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 \_\_\_\_\_

INTERNAL USE ONLY	
Date information verified	_____
Any Issues	_____
Verified by	_____



**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.

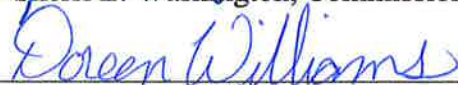
- c. The name of the individual within the public entity who will be available to answer questions about the project.
  - d. Where bid documents may be reviewed.
  - e. Any special requirements that may exist.
3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized 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.

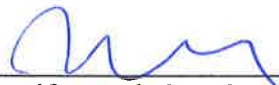
Rockdale County, Georgia  
Board of Commissioners

By:   
Oz Nesbitt, Sr., Chairman

By:   
Sherril L. Washington, Commissioner Post I

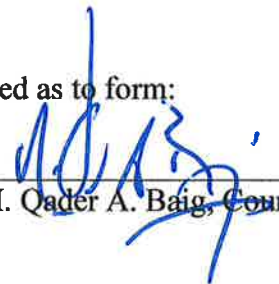
By:   
Dr. Doreen L. Williams, Commissioner Post II

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.

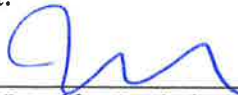
Approved this 12 day of December, 2023.

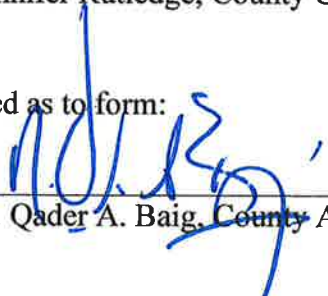
Rockdale County, Georgia  
Board of Commissioners

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

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

- \_\_\_\_\_ **Bid Form (See Page 11)**
- \_\_\_\_\_ **All Applicable Affidavit Forms (See Pages 12-13)**
- \_\_\_\_\_ **References (See Pages 31-32)**
- \_\_\_\_\_ **Equal Business Opportunity Forms (See Pages 19-33)**
- \_\_\_\_\_ **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.**