

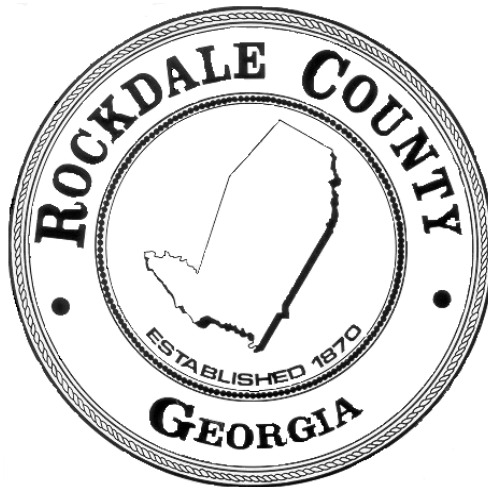
# **REQUEST FOR PROPOSALS**

**No. 24-25**

## **ROCKDALE COUNTY, GEORGIA**

**November 27, 2024**

### **DESIGN-BUILD CONSTRUCTION OF FIRE TRAINING CENTER**



**ROCKDALE COUNTY FINANCE DEPARTMENT  
PROCUREMENT OFFICE  
958 Milstead Avenue  
CONYERS, GA 30012  
770-278-7552**

**INTRODUCTION:**

Rockdale County is requesting Competitive Sealed Proposals for the **Design-Build Construction of Fire Training Center**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals 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 **Design-Build Construction of Fire Training Center** (input project) in accordance with the County's Request for Proposal No. **24-25** (input #), 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, handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

**PURCHASING CONTACT FOR THIS REQUEST:**

All questions concerning this RFP and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to 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, Fax: (770) 278-8910  
E-mail: [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov)

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

**PROPOSAL COPIES FOR EVALUATION:****Technical Proposal:**

Two (2) hard copies, one (1) original hard copy, and one (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.

**Price Proposal:**

One (1) hard copy of the price proposal form is required to be submitted in a separate sealed envelope labeled "Proposal Form". A copy of the Proposal Form must also be included on the USB Flash Drive.

**CONTRACT TERM:**

To be determined.

**DUE DATE:**

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, January 16, 2025.** Proposals received after this time will not be accepted.

**PRE-PROPOSAL CONFERENCE:**

There will be a **MANDATORY** Pre-Proposal Conference held at **South Tower Property, 2349 Smyrna Rd., Conyers, GA 30094, at 3:00 P.M., local time, Monday, January 6, 2025.** Prime bidders who arrive more than 5 minutes after start of time of the meeting (as stated in the solicitation and by the Procurement representative's watch) or after the discussion portion of the meeting (whichever comes first) may not be permitted to submit a bid on the project. Any questions and/or misunderstandings that may arise from this RFP may be asked and answered at the pre-proposal conference; however, oral responses are not authoritative. Proposers are encouraged to review the RFP before attending the pre-proposal conference. Questions received after the pre-proposal conference must be submitted in writing to [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov) or at the above address. *Any contractor who intends to submit a proposal is required to attend this meeting.*

**QUESTIONS AND CLARIFICATIONS:**

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to [Adrienne.m.brown@rockdalecountyga.gov](mailto:Adrienne.m.brown@rockdalecountyga.gov) no later than **2:00 p.m., local time, on Thursday, January 9, 2025.** It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at [www.rockdalecountyga.gov](http://www.rockdalecountyga.gov), under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

**ADDENDA:**

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

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

**LOCAL VENDOR PREFERENCE POLICY**

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

The Local Vendor Preference Policy: will \_\_\_\_ / will not  apply to this RFP.

**EQUAL BUSINESS OPPORTUNITY POLICY:**

This RFP 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.

## LIQUIDATED DAMAGES

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. 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.

## QUALIFICATIONS OF OFFERORS:

Proposers must have a current business license from their home-based jurisdiction and provide a copy of that license with the submittal of their proposal response.

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

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package.

In evaluating Proposals, the County may seek additional information from any contractor concerning such contractor's proposal or its qualifications to construct the Project.

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

## GENERAL CONTRACTOR'S LICENSE

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

## 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.

## FINANCIAL STABILITY

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

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

**SELECTION PROCESS:**

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

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

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

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

**EVALUATION CRITERIA:**

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

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

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

- Staffing and Availability – Evaluation of the list of personnel specifically assigned to the RFP proposed project, including their qualifications, overall experience and recent experience on projects of similar nature and complexity to the proposed project. Organization and Staffing, evaluation of the workload of the proposing firm and the staffing to be assigned to the proposed project; time schedule of the Proposer in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to the County. **(35%)**
- Experience/Performance – Review of personnel qualifications and experience. Management approach to projects, past performance on projects of similar nature and complexity as the proposed project. Evaluation of client references including but not limited to references submitted in qualification response; overall responsiveness to County's needs. Provider financial capability, qualifications and experience. **(35%)**
- Approach – Evaluation of the overall understanding of the scope of the proposed project; completeness, adequacy and responsiveness to the required information of the request for proposals. **(10%)**
- Cost – **(20%)**

**INTERVIEWS**

Interviews may be scheduled. Interviews will be informal and will provide respondents with an opportunity to answer any questions the selection team may have on a submission.

**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 Liability	\$1,000,000.00 each person
	\$1,000,000.00 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Property Coverage /Builders Risk Policy	Equal to or greater than the existing building limit if performing renovations.

(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

Professional Liability/General Liability	\$1,000,000.00
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Excess Umbrella Liability	\$3,000,000.00
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All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

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

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

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Request for Proposals (RFP) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:

Rockdale County, Georgia  
958 Milstead Avenue  
Conyers, GA 30012

**BONDS:**

Rockdale County shall request the following for bids/proposals in excess of Fifty Thousand Dollars (\$50,000.00).

**BID BOND**

Each bid shall include a bid bond in the amount of five percent (5%) of the total bid amount as guarantee that the bidder shall not withdraw the bid for 120 days after the scheduled bid opening. If awarded the contract, Bidders shall enter a written agreement with Rockdale County in accordance with the bid.

**PERFORMANCE BOND**

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a performance bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

**PAYMENT BOND**

Upon execution and delivery of the contract, the bidder shall furnish Rockdale County a payment bond for the full amount of the contract. Maintenance provisions of the bond shall remain in effect for a period of twelve (12) months after acceptance of the work by the County. The surety shall be a reputable bonding company authorized to transact business in the State of Georgia.

All sureties of bonds for Rockdale County must be licensed to do business in the State of Georgia and must be listed on the Department of Treasury Federal Register.

**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.

**AWARD OF CONTRACT**

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

**OPEN RECORDS**

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



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

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

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

**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**

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

**WITHDRAWAL OF PROPOSAL:**

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

**REJECTION OF PROPOSAL:**

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

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS:**

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

**NON-COLLUSION AFFIDAVIT:**

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

**INTEREST OF:**

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

**DOCUMENTS DEEMED PART OF THE CONTRACT:**

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

## STANDARD INSTRUCTIONS

1. The instructions contained herein shall be construed as a part of any proposal invitation and/or specifications issued by Rockdale County and must be followed by each proposer.
2. The written specifications contained in this proposal shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this proposal may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the proposal price.
4. The following number, **RFP No. 24-25** must be written clearly on the outside of each proposal envelope in order to avoid prior opening in error.
5. All proposals must be received and in-hand at proposal due date and time. Each proposer assumes the responsibility for having his/her proposal received at the designated time and place of proposal due date. Proposals received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all proposals submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each proposal form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the proposal. When submitting a proposal to Rockdale County the Proposal Form must be submitted in a separate sealed envelope labeled "Proposal Form".
8. Rockdale County reserves the right to accept a proposal that is not the lowest price if, in the County's judgment, such proposal is in the best interest of the County and the public. The County reserves the right to reject any and all proposals.
9. Telephone, Emailed or Facsimile proposals will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.
  - i. Federal I.D. #58-6000882
  - ii. Sales Tax Exempt #308750008
11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any proposal on the basis of incomplete or inaccurate answers to the questionnaire.
12. If applicable, warranty information shall be provided.
13. Proposers shall state delivery time after receiving order.
14. Proposers shall identify any subcontractors and include an explanation of the service or product that they may provide.

## Fire Training Center: Narrative Scope of Work

### General

Design Builder shall design the site and construct all sitework, utilities, parking area and all related work as shown on the attached model civil plans but changing to the new location of 2349 Smyrna Rd in Conyers GA as shown on the attached diagram. Design/builder shall duplicate all the elements on the attached plan including the prep work for the burn building (furnished and installed by others) and the pavilion/restroom (furnished and installed by others).

#### 1. General:

- a. Design builder is expected to follow industry best management practices and to bridge any minor omissions or discrepancies.
- b. Design builder will submit schedule of values and design/construction schedule within two weeks of when notice to proceed (NTP) is issued.
- c. Following bid submittal and during contract negotiations, design builder shall provide a draft contract using the latest version of AIA 141 "Standard Form of Agreement Between Owner and Design-Builder" including the attached "Exhibit B – Supplemental Conditions" along with the "Payment Bond" and "Performance bond" as attached.

#### 2. Plans and Specifications

- a. See attached construction drawings detailed plans and specifications to be duplicated in the new design for the new location.
- b. See attached Geotechnical report for underground investigation to be considered in the design and construction.
- c. Design builder shall prepare all civil engineering plans and specification as needed in order to permit and construct the site according to the model drawings provided.
- d. Design builder shall submit plans to owner for review and approval at the initial stage and final stage of completion prior to permitting
- e. Design builder shall submit plans to Rockdale County Stormwater department for an LDP with assistance from the county representative.

#### 3. Sitework

- a. Sitework shall consist of all aspect of clearing, grading, utilities, and parking area as shown on model drawings provided.
- b. Design builder shall provide a heavy-duty concrete apron at driveway entrance at roadway in lieu of asphalt.
- c. Extra dirt can be placed elsewhere on site and there is the opportunity to obtain extra dirt from site if needed. Either condition should be shown for accommodation on plans.
- d. Preparation for the burn building (furnished and installed by others) shall consist of the subgrade, utilities, and pad as shown on the model drawings provided.
- e. Preparation for the restroom/pavilion structure (furnished and installed by others) shall consist of preparing the subgrade and providing all utilities run to within 5ft from the edge of the structure and capped.
- f. Design builder will be responsible for providing fencing around the detention pond to be 6-foot black vinyl coated chain link.
- g. Design builder will not be required to provide security fencing.
- h. Design builder shall provide NPDES monitoring in compliance with EPD requirements and shall keep a copy of all reports on site.
- i. Design builder shall provide all work in RDOT right of way as shown on plans including traffic control, temporary barricades, and signage in compliance with RDOT standards and requirements.
- j. Design builder shall provide all details in accordance with approved site plans.
- k. Care must be taken to follow the details indicated on the site plans regarding erosion and sedimentation best practices.

**4. Utilities**

- a. Design builder shall provide all utility connections including fire line and domestic water and shall include cost for the water meter.
- b. All water fees will be waived.
- c. Septic System shall be installed according to plans and specifications.
- d. Design builder shall provide a 200-amp electrical service for barn building and restroom/pavilion to be coordinated with owner.
- e. Design builder is responsible for coordinating utility service with providers according to plans and specifications.

**5. Unit prices**

- a. Design builder shall provide unit pricing on bid form for quantified materials as follows:
  - i. Cost per cy for:
    1. Mass Rock blasting, removal, disposal off site
    2. Mass Rock blasting, removal, disposal on site
    3. Trench Rock blasting, removal, disposal off site
    4. Trench Rock blasting, removal, disposal on site
    5. Removal and haul off unsuitable soil
    6. Removal and disposal on site of unsuitable soil
    7. Haul in and placement of compacted fill
  - ii. Cost per ton for haul in and placement of:
    1. #57 stone
    2. GAB
    3. Type III Rip rap
    4. Type I Rip Rap
    5. Baby Surge

\*\*\*Note: unit pricing will not be part of the cost evaluation of the bid

**6. Construction Material Testing**

- a. *County shall provide material testing as follows:*
  - i. Compaction testing at footings and slab subgrade
  - ii. Moisture testing of fill materials if needed
  - iii. Concrete testing for slump and compression strength
  - iv. Proof rolling of drive subgrade and base
  - v. Others as requested by county representative
- b. Design builder shall notify testing agency in advance of need and provide time and access for testing personnel
- c. Non-conforming materials are subject to rejection by county representative

**7. Contingency**

- a. Design builder shall include a design contingency of 5% for the purpose of accommodating unforeseen cost due to permitting jurisdictional changes from the bid submittal.
- b. Design builder shall include a construction contingency of 10% for unforeseen circumstances during construction to be mutually agreed upon by owner and contractor.

# PROPOSAL FORM

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

## PART I: Proposal Summary

Complete the information below.

1.	<b>Design cost</b>	\$
2.	<b>Construction lump sum cost</b>	\$
3.	<b>Subtotal (line 1 + line 2)</b>	\$
4.	<b>5% Design contingency (line 3 x 5%)</b>	\$
5.	<b>10% Construction contingency (line 3 x 10%)</b>	\$
6.	<b>Total bid (line 3 + line 4 + line 5)</b>	\$

## Additional Unit Pricing:

Description	Unit Price Per CY
Mass Rock Blasting, removal, disposal off site	\$
Mass Rock Blasting, removal, disposal on site	\$
Trench Rock Blasting, removal, disposal off site	\$
Trench Rock Blasting, removal, disposal on site	\$
Removal & Haul off unsuitable soil	\$
Removal & Disposal on site of unsuitable soil	\$
Haul in & placement of compacted fill	\$

Description	Unit Price Per Ton
#57 GAB	\$
GAB	\$
Type III Rip Rap	\$
Type I Rip Rap	\$
Baby Surge	\$

## PART II: Addenda Acknowledgements (if applicable)

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

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

**PART III: Vendor Information:**

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

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

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

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

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

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

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

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

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

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

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)



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

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

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

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

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

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

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

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

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

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

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

My commission expires (Date)

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_, 202\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

### Affidavit Verifying Status for County Public Benefit Application

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

1) \_\_\_\_\_ I am a United States citizen

**OR**

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

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

\_\_\_\_\_  
Signature of Applicant: Date \_\_\_\_\_

\_\_\_\_\_  
Printed Name:

\* \_\_\_\_\_  
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public  
My commission Expires:

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

\_\_\_\_\_

**BID BOND FORM**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ (hereinafter called the Principal) and \_\_\_\_\_ (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of \_\_\_\_\_ with its principal offices in the City of \_\_\_\_\_ and listed in the Federal Register and licensed to write surety bonds in the State of Georgia, are held and firmly bound unto Rockdale County, Georgia, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid upon demand of Rockdale County, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to Rockdale County, Georgia, a Bid for RFP No. \_\_\_\_\_ - \_\_\_\_\_.

WHEREAS, the Principal desires to file this Bond in accordance with law to accompany this Bid. NOW, THEREFORE, the conditions of this obligation are such that if the Bid be accepted within one hundred and twenty (120) days of the Bid opening, the Principal shall execute a Contract in accordance with the Bid and upon the terms, conditions, and prices set forth therein, and in the form and manner required by Rockdale County, Georgia, and within ten (10) days from the date of Notice of Award of the Contract, execute a sufficient and satisfactory Performance Bond equals to 100% of the Contract Price and Payment Bond equals to 100% of the Contract Price, payable to Rockdale County, Georgia, in form and with security satisfactory to Rockdale County and furnish satisfactory proof of the insurance required, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Rockdale County, Georgia, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**PRINCIPAL**

By: \_\_\_\_\_ (SEAL)  
Signature of Principal

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Principal Business

**ATTEST:**

\_\_\_\_\_  
Corporate Secretary

**SURETY**

By: \_\_\_\_\_ (SEAL)  
Signature of Surety (by Power of Attorney)

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Print Name of Surety Business

**WITNESS:**

\_\_\_\_\_

**PERFORMANCE BOND**

STATE OF GEORGIA

BOND NO. \_\_\_\_\_

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
as Principal, (hereinafter known as Contractor), and we, \_\_\_\_\_, as Surety, do hereby acknowledge  
ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit of those entitled thereto,  
in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for  
the payment of which will and truly to be made, in lawful money of the United States of America, we do hereby bind  
ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) for construction of Rockdale County, Georgia, **RFP#**  
: \_\_\_\_\_ as more fully appears in a written Contract Agreement bearing the date of \_\_\_\_\_, 2024, a  
copy of which Contract Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said  
Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the said Owner from all costs and  
damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully  
reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default,  
and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then  
this obligation shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the  
terms of the said Contract Agreement, or in the Work to be performed there under, or the Specifications accompanying the  
same shall in any wise affect the obligations under this Contract Agreement or Bond, and notice is hereby waived of any  
such damage, extension of time, alteration or addition to the terms of the Contract Agreement or to the Work or to the  
Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq. and 36-82-100 et.  
seq. and all the provisions of the law referring to this character of Bond as set forth in said Sections or as may be hereinafter  
enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto  
caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_  
\_, 2024, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL:

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

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

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

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

ATTEST:

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

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

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(SEAL)

WITNESS:

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

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

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

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

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



**PAYMENT BOND**

STATE OF GEORGIA

BOND NO. \_\_\_\_\_

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (hereinafter known as Contractor), and we, \_\_\_\_\_, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated \_\_\_\_\_, 2024, for construction of Rockdale County, Georgia **RFP#** \_\_\_\_\_ (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (c) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL:

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

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

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

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

ATTEST:

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

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

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(SEAL)

WITNESS:

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

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

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

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

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

**CONTRACTOR’S QUALIFICATION STATEMENT AND QUESTIONNAIRE**

**NAME OF PROPOSED CONTRACTOR:** \_\_\_\_\_

**I. INSTRUCTIONS**

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

**II. GENERAL BACKGROUND**

- A. Current address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- B. Previous Name or address of contractor: \_\_\_\_\_  
\_\_\_\_\_
- C. Current president or CEO and years in position: \_\_\_\_\_
- D. Number of permanent employees: \_\_\_\_\_
- E. Name and address of affiliated companies: \_\_\_\_\_  
\_\_\_\_\_

**III. FINANCIAL STATUS**

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

1. **LAST COMPLETE FISCAL YEAR:**

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

2. YEAR PRIOR TO "1" ABOVE:

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

3. YEAR PRIOR TO "2" ABOVE:

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

B. BANKRUPTCIES

- 1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).  
\_\_\_\_\_  
\_\_\_\_\_
- 2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).  
\_\_\_\_\_  
\_\_\_\_\_

C. BONDING

- 1. What is the Contractor's current bonding capacity? \_\_\_\_\_
- 2. What is the value of the Contractor's work currently under contract? \_\_\_\_\_

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

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

**Project #1:**

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Project: \_\_\_\_\_

Type of Project: \_\_\_\_\_

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

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

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

**Project #2:**

Name and Address:

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

Date of Project:

\_\_\_\_\_

Type of Project:

\_\_\_\_\_

Contract Price:

\_\_\_\_\_

Owner contact info:

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

Architect/Engineer contact info:  
(if applicable)

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

**Project #3:**

Name and Address:

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

Date of Project:

\_\_\_\_\_

Type of Project:

\_\_\_\_\_

Contract Price:

\_\_\_\_\_

Owner contact info:

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

Architect/Engineer contact info:  
(if applicable)

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

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

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

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

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

Has your company been involved in any lawsuits, proceedings, \_\_\_\_\_

or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years?

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

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

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

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

**VI COMMENTS**

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

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

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

Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

Notary Public

My Commission Expires:

**AGREEMENT FOR THE DESIGN-BUILD CONSTRUCTION OF  
FIRE TRAINING CENTER**

*The County reserves the right to revise this agreement as it is a sample*

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 \_\_\_\_\_, whose address is \_\_\_\_\_, (hereinafter referred to as "Design Builder" or "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the Design-Build Construction of Fire Training Center; and

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

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

**1. Services Provided by Contractor.**

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the Design-Build Construction of Fire Training Center as described in the County's Request for Proposals (RFP) No. 24-25 incorporated herein by reference, (hereinafter called "Work"), and Contractor's Proposal dated \_\_\_\_\_, attached hereto and made a part hereof (hereinafter called "Proposal" or "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Director of General Services or his designee and consistent with all Federal, State and Local laws.

The Contractor shall furnish the design, construction documents and all necessary construction permits. The Contractor is responsible for site grading, site leveling and site surface preparation to the standards required for the construction of the Fire Training Center. The County shall waive all construction permit fees.

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

**2. Fees and Compensation.**

(a) Contract Price: The Contract Price shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_) 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. If there are unforeseen costs, there is a five percent (5%) Design contingency of \_\_\_\_\_ and a ten percent (10%) Construction contingency of \$\_\_\_\_\_. The County shall provide payment within thirty (30) days of receiving undisputed said invoice.

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

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.

- (c) Retention: The County will retain the following amounts from each properly certified estimate:
- (1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 10 percent of the value of all Work satisfactorily completed, including stored materials.
  - (2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.
  - (3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the County.

### **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 \_\_\_\_\_ ( ) days from receipt of written Notice to Proceed (NTP) unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the Notice to Proceed and shall complete the Work no later than \_\_\_\_\_ ( ) days after issuance of the Notice to Proceed unless a time extension is authorized in writing by the County.

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. 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 and Bonds.**

The Contractor shall not commence any work under this Contract until all insurance and bonds, as stipulated in the RFP, have been obtained and such insurance and bonds have been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance and bonds required of the subcontractor have 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, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

(c) 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.

(d) 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.

(e) 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. Protection of the Environment.**

(a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning, and grading operations.

(b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing, or landscaping.

(c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

**11. Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

**12. Mutual Release/Indemnification.**

Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by 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.

**13. 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 15 days from receipt of written notice.

**14. 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  
Finance Dept – Purchasing Division  
Attn: Tina Malone  
P.O. Box 289  
Conyers, Georgia 30012  
Email – [tina.malone@rockdalecountyga.gov](mailto:tina.malone@rockdalecountyga.gov)  
770-278-7552

To the Contractor:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email – \_\_\_\_\_  
\_\_\_\_\_

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

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. Governing Law.**

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

**22. Binding Effect.**

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

**23. 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.

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

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

ROCKDALE COUNTY, GEORGIA

\_\_\_\_\_

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

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

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

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

Witness:

Attest:

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

By: \_\_\_\_\_  
Jennifer Rutledge, Executive  
Director/County Clerk  
Approved as to Form:

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

PERFORMANCE BOND

STATE OF GEORGIA

BOND NO. \_\_\_\_\_

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, ,  
as Principal, (hereinafter known as Contractor), and we, \_\_\_\_\_, as Surety, do hereby  
acknowledge ourselves indebted and firmly bound and held unto Rockdale County, Georgia for use and benefit  
of those entitled thereto, in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which will and truly to be made, in  
lawful money of the United States of America, we do hereby bind ourselves, successors, assigns, heirs and  
personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) for  
construction of Rockdale County, Georgia, RFP#24-25: \_\_\_\_\_ as more fully appears in a  
written Contract Agreement bearing the date of \_\_\_\_\_, 2024, a copy of which Contract  
Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations  
under the said Contract Agreement hereinbefore referred to and shall fully indemnify and save harmless the  
said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of  
said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense  
which it may incur in making good any such default, and shall correct all defects in products and workmanship  
appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it  
shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or  
addition to the terms of the said Contract Agreement, or in the Work to be performed there under, or the  
Specifications accompanying the same shall in any wise affect the obligations under this Contract Agreement  
or Bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms  
of the Contract Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et. seq. and  
36-82-100 et. seq. and all the provisions of the law referring to this character of Bond as set forth in said  
Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if  
set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety  
has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this  
\_ day of \_\_\_\_\_, 2024, executed in two (2) counterparts.

CONTRACTOR - PRINCIPAL:

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

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

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

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

ATTEST:

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_ (SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

SURETY:

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

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_ (SEAL)

WITNESS:

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_ (SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

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

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

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

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

PAYMENT BOND

STATE OF GEORGIA

BOND NO. \_\_\_\_\_

COUNTY OF ROCKDALE

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal, (hereinafter known as Contractor), and we, \_\_\_\_\_, as Surety, are held and firmly bound unto Rockdale County, Georgia (hereinafter called the Owner), in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Contract Agreement with said Owner, dated \_\_\_\_\_, 2024, for construction of Rockdale County, Georgia RFP#24-25: \_\_\_\_\_ (hereinafter called the Contract), which Contract Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if said Contractor and all subcontractors to whom any portion of the Work provided for in said Contract Agreement is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying them with labor, products, services, or supplies for or in the prosecution of the Work provided for in such Contract Agreement, or in any amendment or extension of or addition to said Contract Agreement, and for the payment of reasonable attorney's fees, incurred by the claimant in suits on this Bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this Bond is subject to the following conditions and limitations:

- (d) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the Work provided for in said Contract Agreement shall have a direct right of action against the Contractor and Surety on this Bond, which right of action shall be asserted in a proceeding, instituted in the county in which the Work provided for in said Contract Agreement is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for its use and benefit against said Contractor and Surety or either party (but not later than one year after the final settlement of said Contract Agreement) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (e) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract Agreement.
- (f) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et. seq. and 36-82-100 et. seq. hereinafter, and all the provisions of law referring to this character of Bond as set forth in said Sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this \_\_\_\_ day of \_\_\_\_\_, 2024, executed in two (2) counterparts.

**CONTRACTOR - PRINCIPAL:**

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

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

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

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

**ATTEST:**

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

(SEAL)

Note: Attestation for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a notary.

**SURETY:**

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

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

(SEAL)

**WITNESS:**

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

(SEAL)

Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Resident agent in state in which Work is to be performed:

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

Name: \_\_\_\_\_  
(Please Print)

Title: \_\_\_\_\_

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

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



**SUBCONTRACTORS**

Instructions: Type or clearly print all information.

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

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



**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.**

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

**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. Native American, 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 of contracts being awarded to Historically Underutilized Businesses annually, as set in Section III of the accompanying policy and procedures document. 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.

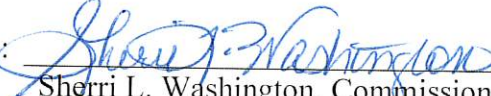
- F. No subcontractor who is identified and listed pursuant to Subsection (E) of this section may be replaced with a different subcontractor except:
  1. If the subcontractor's bid is later determined by the contractor to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter 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 disability status. 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.

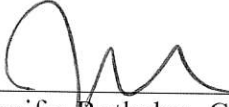
Adopted this 27<sup>th</sup> day of August, 2024.

Rockdale County, Georgia  
Board of Commissioners

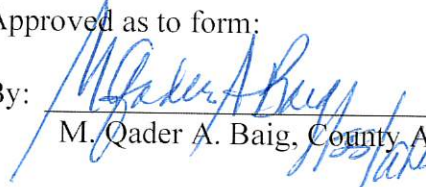
By:   
Osborn Nesbitt, Sr., Chairman

By:   
Sherri L. Washington, Commissioner Post I

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

Attest:  
By:   
Jennifer Rutledge, County Clerk

First Reading: 8/27/2024  
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. 0-2024-11]

### 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 annually. This goal shall be measured by the total value of work for each County project, including 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 Finance department of Rockdale County (the "EBO Administrator").
- B. Prior to solicitation of bids for any project totaling \$100,000 or more, the EBO Administrator must have its Historically Underutilized Business participation outreach plans.
- C. Following solicitation of bids for any project totaling \$100,000 or more, the the EBO Administrator must have on file 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.

### 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 or affidavit 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 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**



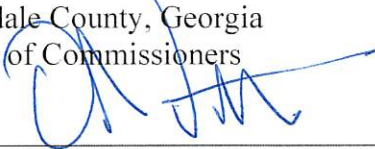
A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

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.

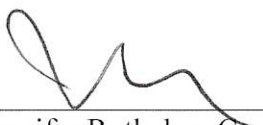
Approved this 27<sup>th</sup> day of August, 2024.

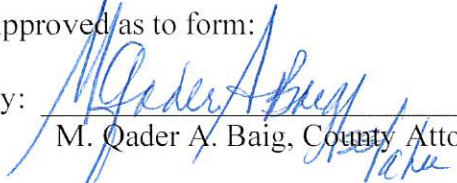
Rockdale County, Georgia  
Board of Commissioners

By:   
Osborn 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



## PROPOSAL CHECKLIST

\_\_\_\_\_ **Bid Bond in the Amount of 5% of the Total Bid Amount**

Note: Performance Bond, Payment Bond, and Proof of Insurance coverage are required after contract award.

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

\_\_\_\_\_ Proposal Form (See Page 14-15)

\_\_\_\_\_ Contractor's Qualifications Statement & Questionnaire (See Pages 27-30)

\_\_\_\_\_ Subcontractors (See Page 41)

\_\_\_\_\_ Any Proposed Deviations from the Required Scope of Work, Including Necessary Explanations and Conditions

\_\_\_\_\_ All Applicable Affidavit Forms (See Pages 16-21)

\_\_\_\_\_ Equal Business Opportunity Forms (See Pages 42-56)

\_\_\_\_\_ Proof of Business License

\_\_\_\_\_ Proof of Georgia General Contractor

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