

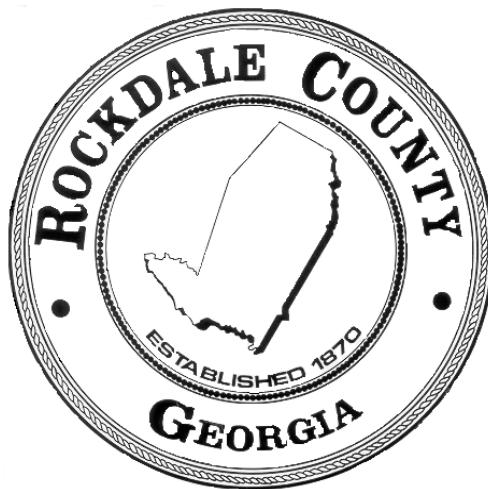
REQUEST FOR PROPOSALS

No. 24-16

ROCKDALE COUNTY, GEORGIA

September 17, 2024

CONSTRUCTION MATERIALS TESTING – COURTESY PARKWAY EXTENSION PROJECT



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

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for **Construction Materials Testing – Courtesy Parkway Extension Project**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, 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.

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

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:

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

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:

720 days

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, October 17, 2024**. Proposals received after this time will not be accepted.

PRE-PROPOSAL CONFERENCE:

There will be a **Non-Mandatory** Pre-Proposal Conference held at via **TEAMS, at 3:30 p.m., local time, Tuesday, October 1, 2024**. 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.

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 no later than **2:00 p.m., local time, on Thursday, October 10, 2024**. 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, 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 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, Bid Opportunities for any addenda that may be issued, prior to submitting a proposal for 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 or 770-278-7543.

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.

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. **(25%)**
- 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. **(20%)**
- 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	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
(If hazardous substances are involved)	
Contractor's Pollution Liability (with 1-year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Environmental Impairment Liability (with 1-year extended reporting period)	
Each Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Professional Liability	\$1,000,000.00
Excess Umbrella Liability	\$2,000,000.00

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

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

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

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The 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

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. **24-16** 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.

CONSTRUCTION MATERIALS & TESTING (CMT)
P.I. NOs. 0006934
COURTESY PARKWAY EXTENSION PROJECT

SCOPE OF SERVICES

1.0 STATEMENT OF WORK

The Consultant/County representative shall provide professional services necessary to provide construction management services, oversight, and inspection of the material and testing during construction activities for the project P.I. NOs. 0006934 Courtesy Parkway Extension Project (THE PROJECT)

1.1 ITEMS FURNISHED BY CONTRACTOR

Consultant key personnel and On-Call staff will be available 24 hours a day, 7 days a week. The contractor shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under this Task Order. The consultant shall utilize personnel who are qualified by experience and/or education.

Anticipated Staffing (not including Materials Testing)

- Sr. Project Manager
- Project Engineer
- Field Technician (x2)
- Administrator

1.2 TYPICAL FUNCTIONS OF COUNTY REPRESENTATIVE (Consultant)

The following are typical functions/services to be carried out by Consultant. The lists are not, however, intended to be exhaustive as it is the intent of the parties that the Consultant assist with and perform all services reasonably required and requested by Rockdale County (County) that will result in THE PROJECT being a successful, timely, and on budget project.

- Maintain a safe work zone using best management practices for the following all PPE, Traffic Control, NPDES guidelines.
- Prepare for possible overnight work, including concrete placement activities for the bridge deck, etc.
- Maintain Work Reports – monitor weather and planned cold/hot weather construction activities, start/end of activities.
- Coordinate with RDOT Representative and/or Contractor for Construction Materials Testing schedule.
- Conduct materials testing of soils, subgrade, GAB, asphalt, concrete, etc.
- Collect and review material delivery tickets for compliance with project specifications.
- Provide material delivery tickets to the RDOT Project representative upon completion of the activity.
- Collect and review Material Test results for compliance with Material Specifications; make recommendations.
- Note deficient work and work not in compliance with the Approved Construction Plans, Specifications, and other construction documents; make recommendations.
- Maintain project records and prepare records for review and inspection for LAP Audits by Rockdale County DOT and/or GDOT:
 - Material Testing Results
 - Materials Certifications

1.3 COUNTY REPRESENTATIVES' RESPONSIBILITIES

A. General

It shall be the responsibility of CONTRACTOR to provide in a professional and competent manner the services in this Task Order.

B. Staffing

Consultant will make available to the COUNTY and specifically assign to the PROJECT a sufficient number of professional staff and administrative services to accomplish CONTRACTOR' services required to be performed pursuant to this Scope.

C. Construction Observation

The Consultant shall provide personnel and services to monitor the Contractors' on-site construction operations. Consultant shall ensure materials used for construction are approved, provided by a vendor from GDOT's Qualified Products List (QPL) but not limited to:

Monitor routine activities

- Rebar and accessories
- Concrete materials
- Stone
- GAB

Monitor major activities: Specification Section 500 – Concrete structures and the related Standard Specifications and Bridge Construction Manual

- Attend Pre-Pour Conference
- Observe and document the Contractor's QA/QC bridge deck preparation process
 - Dry checks
 - Wet Checks
- Conduct Field Testing of Concrete materials
- Hot/Cold Weather monitoring, as needed
 - If cold weather persists, ensure the contractor deploys temperature monitoring devices during the curing period
- Assist with documenting data on the Bridge Deck Construction Checklist.

D. Testing

Testing services will be performed per GDOT's Sampling, Testing, and Inspection (STI) Program.

[Sampling, Testing & Inspection - Georgia DOT \(ga.gov\)](https://www.ga.gov/geotechnical-testing-and-inspection)

- Geotechnical
 - Soils
 - GAB
- Construction Materials
 - Asphalt
 - Communicate with Asphalt Plant's QA representative
 - Job Mix Formula (JMF) verification
 - Core Samples
 - Concrete
 - Concrete with Concrete Plant's QA representative
 - Mix Design verification
 - Temperature
 - Slump
 - Air Entrainment
 - Cylinder Samples for Class

E. Construction Engineering Services

Consultant shall perform construction materials testing necessary for the proper sequencing of the activities of parties involved in accomplishing completion of THE PROJECT, including but not limited to the following services: to maintain complete, accurate records of activities and events relating to THE PROJECT; to properly document significant changes in materials, to provide interpretations of the plans, specifications and contract provisions; to make recommendations to the COUNTY in order to resolve disputes which may arise in relation to the Construction Contract; and to maintain an adequate level of surveillance of the Contractors' material usage. All records and documentation will be in accordance with applicable standard procedures, formats, and contents.

1. Attend and participate in meetings as required.
 - Pre-construction Conference, Pre-Pour Conference, Progress Meetings
2. Deliverables:
 - Staffing resources schedule, within 60 days of NTP for CMT
 - Materials Testing Reports
 - Pertinent field documentation such as
 - Sketches, illustrations, photographs, etc.

All services, including but not limited to construction contract management, construction engineering, construction observation and administration activities shall be performed in accordance with standard procedures and practices necessary to complete THE PROJECT and applicable Georgia Department of Transportation Specifications and Manuals. The Georgia Department of Transportation Standard Specifications for the Construction of Transportation Systems shall apply as well as any Special Provisions in the contract.

1.4 COORDINATION

Consultant shall be fully responsible for carrying out the functions assigned by this Task Order. Activities and decisions of Consultant relating to THE PROJECT shall be subject to review by the COUNTY Project Manager or his/her designee.

During the life of this Task Order, COUNTY's Project Manager has the right, but not the duty, to conduct reviews of the various phases of the engineering, inspection, and administrative activities. Consultant shall cooperate and assist the COUNTY'S Project Manager in the conduct of the reviews.

1.5 TIME OF PERFORMANCE

The time of performance for construction per the construction contract is 720 days.

PROPOSAL FORM

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

PART I: Proposal Summary

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

1.	Sr. Project Manager, Per Hour	\$
2.	Project Engineer, Per Hour	\$
3.	Field Technician, Per Hour	\$
4.	Administrator, Per Hour	\$
5.	Materials Testing (Attach Budgetary Estimate)	\$
6.	Estimated Total Lump Sum	\$

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.

CONTRACT AGREEMENT*The County reserves the right to revise this contract as it is a sample contract*

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2024, by and between Rockdale County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "COUNTY"), and _____, a _____ corporation authorized to do business in Georgia (hereinafter referred to as the "CONSULTANT").

WITNESSETH THAT:

WHEREAS, the COUNTY desires to engage a qualified and experience CONSULTANT to perform certain geotechnical field and materials testing services for _____, hereinafter referred to as "Work"; and

WHEREAS, the CONSULTANT has represented to the COUNTY that it is experienced and qualified to perform the services contemplated and acknowledges that the COUNTY has relied upon such representation.

NOW, THEREFORE, the COUNTY and the CONSULTANT in consideration of the promises and mutual obligations contained herein and under the conditions hereinafter set forth, do agree as follows:

Section 1. ENGAGEMENT OF CONSULTANT

The COUNTY hereby engages the CONSULTANT, and the CONSULTANT hereby agrees to perform the services hereinafter set forth. The CONSULTANT agrees that this engagement is not exclusive and that the COUNTY may engage other vendors to perform like services on various projects, or other services on the same project, as deemed in the best interest of the COUNTY.

Section 2. SCOPE OF SERVICES

The CONSULTANT shall do, perform, and carry out the services upon request by the COUNTY as outlined in the CONSULTANT's Bid, dated _____, and attached hereto as Exhibit "A", and as specified in the Invitation to Bid (RFP) No. 24-16, including all addenda and as further defined by the TASK ORDER requesting the specific services (the "Work") in a timely, satisfactory and proper manner in conformance with the Georgia Department of Transportation (GDOT), Rockdale County, and the standard practices and procedures of the industry; provided however, should there be any conflict between the terms of the Bid and the terms of this Contract, the terms of this Contract shall be final and binding.

The CONSULTANT shall visit the transportation site, hereinafter the "site" and become familiar with the county road network and shall become acquainted with local conditions involved in carrying out this Agreement. The CONSULTANT may request that a representative of the COUNTY be present during visit to certain location of the site and the COUNTY may be present on such site visits at the COUNTY's discretion.

Where applicable the CONSULTANT shall undertake the WORK in coordination with other planning and engineering studies or plans prepared by and/or for the Director of the Rockdale County Department of Transportation (hereinafter referred to as the "DIRECTOR"), and/or the Georgia Department of Transportation (hereinafter referred to as "GDOT") when applicable.

Section 2a. SERVICES PROVIDED BY CONSULTANT:

The CONSULTANT agrees for the consideration specified herein to perform the Work in strict accordance with the applicable GDOT and COUNTY requirements for the services outlined in the bid.

Section 2b. SERVICES PROVIDED BY THE COUNTY:

Certain services, if required, will be performed and furnished by the COUNTY in a timely manner so as not to delay the CONSULTANT unduly in the performance of the CONSULTANT's obligations under the terms of this Contract. The services shall include the following:

2.b.1 Information to the CONSULTANT: Providing to the CONSULTANT all criteria and full information as to the COUNTY's requirements for the WORK including pertinent data from prior studies or work of other Consultants working on similar projects, if deemed applicable in the sole discretion of the COUNTY.

2.b.2 Staff Responding to CONSULTANT Expeditiously: Examining all studies, reports, sketches, exhibits, drawings, specifications, proposals, preliminary or draft documents, and other documents presented by CONSULTANT, and providing direction or obtaining advice of an attorney, insurance counselor and other Consultants as COUNTY deems appropriate for such examination and rendering written decisions, if deemed necessary by the COUNTY, pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

2.b.3 County Staff Giving Notice of Problems: Giving prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any deficiency in the Work or changed circumstances.

2.b.4 Access to Property: Upon request by the CONSULTANT, making necessary provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services under this Contract.

Section 3. TIME OF PERFORMANCE

The Contract Time shall commence upon execution of this Contract by the COUNTY; however, the WORK shall only be performed upon issuance by the COUNTY of a TASK ORDER(s) for specific services at locations determined by the COUNTY and shall be completed in a timely manner in accordance with the bid stipulations. This Contract shall terminate two (2) years after execution by the COUNTY unless extended by the COUNTY in writing. The COUNTY shall have the right to terminate, extend or supplement this Contract for up to three (3) additional one-year periods by so notifying the CONSULTANT in writing not less than thirty (30) days before this Agreement is adjusted or terminated pursuant to the terms set forth herein.

Section 4. COMPENSATION FOR CONSULTANT SERVICES

It is agreed that the compensation shall be only for actual work performed in a satisfactory manner in accordance with the applicable GDOT, COUNTY, and industry standards, at the unit prices bid.

Section 4.a. TOTAL COMPENSATION:

The compensation to be paid to the CONSULTANT for the services contemplated hereunder to complete the Work shall be at the unit prices bid for work performed by the CONSULTANT as requested by the COUNTY through issuance and approval of a TASK ORDER.

Section 4.b. CONTRACT PAYMENTS:

The CONSULTANT may submit a monthly invoice, in a form acceptable to the COUNTY and accompanied by all support documentation requested by the COUNTY, for payment of services which were completed during the calendar month. The COUNTY shall have the right not to pay any invoice or part thereof if not properly supported, if the invoiced amount exceeds the funds approved and allocated for the TASK ORDER(s) being billed, or if the costs requested or a part thereof, as determined solely by the COUNTY, are in excess of the actual WORK completion. If the CONSULTANT does not complete the scope of services required in the TASK ORDER(s), any expenditures to complete the work as required by the contract will not be payable by the COUNTY unless it results from changes in the original scope of services requested and/or previously approved in writing by the COUNTY.

The COUNTY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of

any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the COUNTY of the services covered by such invoice. The COUNTY shall pay any undisputed items contained in such invoices.

Invoices for payment shall be submitted by the fifth (5th) calendar day of each month to facilitate processing for payment in that same month. Invoices received after the fifth (5th) calendar day of the month may not be paid until the twenty-fifth (25th) of the following month. Invoices shall be itemized to reflect the actual work items in the TASK ORDER completed as agreed between the CONSULTANT and the DIRECTOR.

Section 4.c. FINAL PAYMENT:

Upon completion by the CONSULTANT of the Work stipulated in each TASK ORDER, including the receipt of any final written submission of the CONSULTANT and the approval thereof by the DIRECTOR, the COUNTY will pay the CONSULTANT a sum equal to one hundred percent (100%) of the invoices submitted and approved by the COUNTY, less the total of all previous partial payments, paid or in the process of payment for the applicable TASK ORDER.

The CONSULTANT agrees that acceptance of the final payments for the TASK ORDER shall be in full and final settlement of all claims arising against the COUNTY for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and supplement(s) and shall release the COUNTY from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

Section 5. INDEMNIFICATION.

In addition to its agreement to obtain and maintain insurance as set forth herein, the CONSULTANT agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, for claims against the COUNTY, its officers, agents and employees, to the extent caused by any negligent act or omission by the CONSULTANT the CONSULTANT'S officers, agents and/or employees.

CONSULTANT must procure and maintain insurance during the entire term of this agreement. Failure of any CONSULTANT to procure and maintain insurance shall not relieve the CONSULTANT of any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the CONSULTANT concerning indemnification. If subcontractors are used in the performance of this contract, CONSULTANT shall be wholly responsible for securing insurance coverages from all subconsultants who are engaged in this work.

Section 6. TERMINATION OF AGREEMENT.

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

Section 7. NOTICE.

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

To the County:

Rockdale County Transportation Dept.
Attn: Brian A. Kelley, Director
2570 Old Covington Hwy.
Conyers, GA 30012
Email: brian.kelley@rockdalecountyga.gov
Phone: 770-278-7136

To the Consultant:

Attn:

Email:
Phone:

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

Section 8. GOVERNING LAW

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

Section 9. ENTIRE AGREEMENT

This Agreement, its attachments and essential documents (as provided in paragraph 2 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.

End of Section

REFERENCES

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #2

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Reference #3

Name of Project Owner: _____

Project Description and Location: _____

Contracted Dollar Amount: _____

Completed Dollar Amount: _____

Scheduled Completion Date: _____

Actual Completion Date: _____

Contact Person's Name: _____

Contact Phone: _____

Contact Fax: _____

Contact E-mail: _____

Representative's Signature: _____ Date: _____

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 15th 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.)	
% of JV		% of JV	
HUB or SBE Certified (Y or N)		HUB or SBE Certified (Y or N)	
Certified Agency		Certified Agency	
Date Certified		Date Certified	

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 15th day of the month to the EBO Administrator.

Subcontractor or Supplier information

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

Issues:

Vendor Name: _____

Printed Signature: _____

Date: _____

Title _____

INTERNAL USE ONLY	
Verified	_____
-	
Any Issues	_____
Verified by	_____

ROCKDALE COUNTY GOVERNMENT Subcontractor Contact Form Good Faith Effort - Must also include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of Historically Underutilized Businesses or Small Business Enterprises.								
Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	HUB or SBE Certification Designation	Result of Contact	Date of Contact

Company Name: _____
Project # & Title: _____

Printed Signature: _____
Date: _____

Title _____

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

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

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

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

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

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

“Section 2-221. Equal Business Opportunity Program”

A. As used in this section:

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

- c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. 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 nonresponsive 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 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

By: [Signature]
Osborn Nesbitt, Sr., Chairman

By: [Signature]
Sherri L. Washington, Commissioner Post I

By: [Signature]
Dr. Doreen L. Williams, Commissioner Post II

Attest:
By: [Signature]
Jennifer Rutledge, County Clerk

First Reading: 9/27/2024
Second Reading: waived

Approved as to form:
By: [Signature]
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

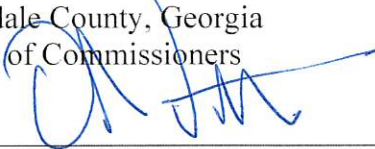
A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

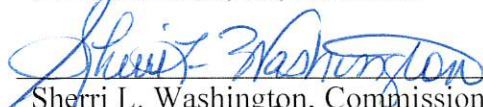
1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;
2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;
3. 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.

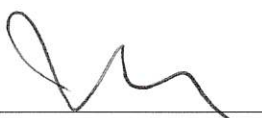
Approved this 27th day of August, 2024.

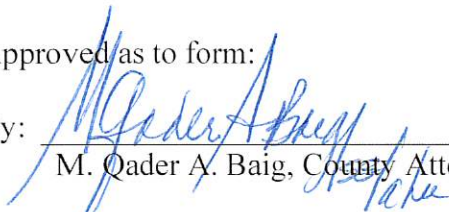
Rockdale County, Georgia
Board of Commissioners

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

_____ **TWO (2) HARDCOPIES (one (1) original, one (1) photocopy), 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 13)**
- _____ **References (See Pages 24-25)**
- _____ **Subcontractors (See Page 26)**
- _____ **Any Proposed Deviations from the Required Scope of Work, Including Necessary Explanations and Conditions**
- _____ **All Applicable Affidavit Forms (See Pages 14-19)**
- _____ **Equal Business Opportunity Forms (See Pages 27-41)**
- _____ **Proof of Business License**
- _____ **Proof of GDOT Prequalification**

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.