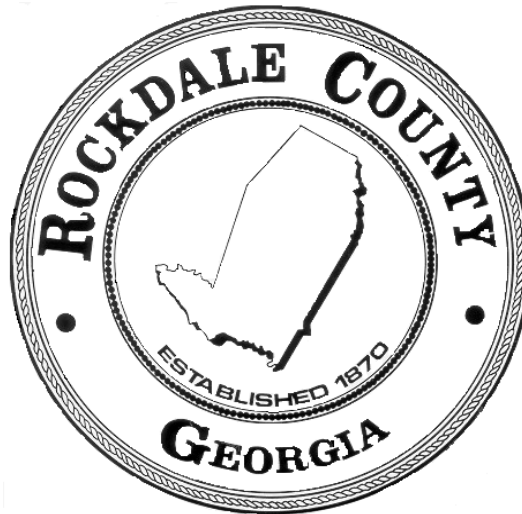


ROCKDALE COUNTY, GEORGIA

December 3, 2024

ON-DEMAND UNIT PRICE CONTRACT FOR ELECTRICAL SERVICES AT VARIOUS LOCATIONS

**INVITATION TO BID
No. 24-22**



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

INTRODUCTION:

This is an Invitation to Bid (ITB) for a **On-Demand Unit Price Contract for Electrical Services at Various Locations** in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

The Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner for **On-Demand Unit Price Contract for Electrical Services at Various Locations** in accordance with the County's Request for Proposal No. **24-22**, incorporated herein by reference, (hereinafter called "Work"), and Contractor's proposal dated _____ (input date), attached hereto and made a part hereof, (hereinafter called "Proposal"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this work.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov.

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557

E-mail: Adrienne.m.brown@rockdalecountyga.gov

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

BID COPIES FOR EVALUATION:

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

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

CONTRACT TERM:

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

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

prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

ESCALATION CLAUSE:

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

DUE DATE:

Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, January 9, 2025**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:

There will be a **Non-Mandatory** Pre-Bid Conference held at **via TEAMS, at 2:00 p.m., local time, December 17, 2024**.

QUESTIONS AND CLARIFICATIONS:

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

ADDENDA:

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

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

QUALIFICATIONS OF OFFERORS:

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

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

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

ELECTRICAL CONTRACTOR'S LICENSE

As required by O.C.G.A. § 43-14-8, *et seq.*, a Bidder responding to this Invitation to Bid must provide a copy of its Electrical Contractor's License. The Georgia Electrical 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.

SILENCE OF SPECIFICATIONS

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

OPTION TO AUDIT

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

TORT IMMUNITY:

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

SUBMITTAL COST AND CONFIDENTIALITY

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 *et seq.*, as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

OPEN RECORDS

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

AWARD OF CONTRACT:

The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

SELECTION PROCESS:

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

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

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

INSURANCE:

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

<u>Coverages:</u>	<u>Limits of Liability:</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
General Liability	\$1,000,000.00

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

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

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

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

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

PERMITS:

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

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

LOCAL VENDOR PREFERENCE POLICY

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

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

EQUAL BUSINESS OPPORTUNITY POLICY:

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

ENERGY EFFICIENT, RECYCLING, AND WASTE REDUCTION PURCHASING POLICY

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

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

A copy of the policy may be viewed and downloaded by visiting the website at www.rockdalecountyga.gov , under Bid Opportunities, and scrolling down to the bottom of the page.

PIGGYBACKING

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

GENERAL INFORMATION:**RECEIPT OF BID:**

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

WITHDRAWAL OF BID:

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

REJECTION OF BID:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

GOVERNING LAWS:

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

ERRORS AND OMISSIONS:

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

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.
2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.
3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.
4. The following **ITB# 24-22** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.
5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.
6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.
7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.
8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.
9. Telephone, Emailed or Facsimile bids will not be accepted.
10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

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

SCOPE OF WORK:

Rockdale County is requesting licensed electrical contractors to provide unit pricing for on-demand electrical services at various locations as needed. On-demand unit pricing to include regular and emergency / afterhours hourly rates and a material markup percentage. Electrical Services not included are high voltage utilities over 480V and low voltage wiring under 50V.

Response Times: All contractors shall provide emergency service response within TWO (2) hours of initial call. All non-emergency service response to be provided within TWO (2) days from initial call and at prices and terms specified unless otherwise noted.

Parts and Material: Contractor must provide material cost and mark up on all proposals and invoices.

BID FORM – ITB No. 24-22

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

PART I: Bid Summary

Complete the information below.

Labor – Regular Hours		\$
1.	Licensed Electrician Per Hour	\$
2.	Apprentice/Helper Per Hour	\$
Labor – Emergency / Afterhours		\$
3.	Licensed Electrician Per Hour	\$
4.	Apprentice/Helper Per Hour	\$
5.	Material Markup Percentage	%

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Vendor Information:

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

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

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

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

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

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

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

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

 (Signed)

 (Title)

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

Name _____

Title _____

My commission expires (Date)

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

State of _____)

County of _____)

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

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

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

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

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

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

 (Signed)

 (Title)

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

Name _____

Title _____

My commission expires (Date)

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

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: _____

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.

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:

Reference/Project #1:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #2:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

Reference/Project #3:

Name and Address:

Date of Construction/Project:

Type of Construction/Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
(if applicable)

V. ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

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

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

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

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

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

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

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

VI. COMMENTS

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

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

Contractor:

Signature

Date

Title

Sworn to and subscribed before me

This _____ day of _____

Signature

Notary Public

My Commission Expires:



ROCKDALE COUNTY

LOCAL VENDOR PREFERENCE

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

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

2. Year your business was established in Rockdale County: _____
3. Business License:
 License Number: _____ County _____
4. For transactions which require sales tax, provide the following Reseller information:
 Reseller Permit Number: _____
 Enter the Company Name and Address as it appears on permit:

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

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

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

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

Sample Contract

The County reserves the right to revise this contract as it is a sample contract.

AGREEMENT FOR ELECTRICAL SERVICES

This Agreement is made and entered into by and between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, (hereinafter referred to as "COUNTY") and _____, having its place of business at _____ (hereinafter referred to as "CONTRACTOR").

1. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the CONTRACTOR shall provide Construction Services (hereinafter referred to as "Services") in support of various COUNTY Departments for Electrical Services.

2. EMPLOYMENT OF CONTRACTOR

The COUNTY hereby engages the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the Services hereinafter set forth.

3. DESCRIPTION OF SERVICES

The CONTRACTOR'S Services hereunder shall include, but shall not be limited to, the following:

- a. The CONTRACTOR shall perform all the Services as set forth in the Scope of Services of the Request for Proposals (RFP No. 22-13), attached hereto as EXHIBIT A and made a part of this Agreement for all purposes; provided, however, should there be any conflict between the terms of the Services and the terms and conditions of this Agreement, the terms of this Agreement shall be final and binding.
- b. The CONTRACTOR shall provide Services under the direction of any COUNTY Department, and in cooperation with COUNTY officials, and shall perform any and all Services required by the COUNTY in order to fulfill the Purpose of this Agreement.
- c. The CONTRACTOR shall deliver to the COUNTY all the data, reports, electronic files and documents that result from its Services in an orderly and organized form. The CONTRACTOR shall maintain copies of all data, reports, electronic files and documents that result from its Services for use by COUNTY personnel.

4. PERFORMANCE OF SERVICES

The CONTRACTOR, its SUBCONTRACTORS, employees, agents, representatives or associates shall perform all the Services under this Agreement and shall collectively be considered the CONTRACTOR under this Agreement. The CONTRACTOR represents that all its personnel who perform Services under this Agreement shall be qualified and competent to perform the Services described in Section 3 above and Exhibit A.

The CONTRACTOR shall be solely responsible and liable, in the performance of the Services under this Agreement, for exercising the degree of skill and care required by customarily accepted good professional and technical practices and procedures.

The CONTRACTOR shall be solely responsible and liable for the accuracy of the Services provided and shall promptly correct errors or omissions without cost to the COUNTY. Acceptance of any Services of the CONTRACTOR by the COUNTY shall not relieve the CONTRACTOR of any responsibility for subsequent correction of errors and omissions and the clarification of ambiguities. The provision of this Article shall survive the term of this Agreement and in perpetuity.

The CONTRACTOR shall cooperate fully with the Georgia Department of Transportation (GDOT), Federal government

officials, municipalities and local government officials, utility companies, railroads, and others, as may be directed by the COUNTY.

If the COUNTY undertakes or awards other contracts for additional or related work, the CONTRACTOR shall fully cooperate with such other firm(s) and COUNTY employees or appointed committee(s), and shall carefully fit its own provision of Services to such additional or related work as may be directed by the COUNTY. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other firm or by COUNTY employees.

5. TERM

The CONTRACTOR agrees to provide Services under this Agreement from _____ through _____. The term of the Agreement shall be for two (2) years and shall include two (2) one (1) year renewal options exercised at the County's sole discretion. It is understood, however, that the terms and conditions of this Agreement shall continue in force and effect as to any Services previously authorized and still in progress at the end of this Agreement period, until the completion of such Services, unless the COUNTY specifically elects to terminate such Services.

Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, and the time for performance of either party hereunder shall in that event be extended for a period equal to any time lost as a result thereof.

6. PAYMENT FOR SERVICES

In consideration of the Services to be performed by the CONTRACTOR under the terms and conditions of this Agreement, the COUNTY shall pay the CONTRACTOR for Services actually performed in accordance with provisions of this section. All payments shall be delivered or mailed to the CONTRACTOR at the address identified in Section 23 of this Agreement.

The COUNTY shall reimburse the CONTRACTOR for Costs incurred by the CONTRACTOR in the performance of Services under this Agreement up to the not to exceed limit specified in individual Work orders executed for each task of project and in accordance with EXHIBITS A and B. The CONTRACTOR'S approved costs shall include all costs, direct or indirect, incurred in the preparation of and implementation of a COUNTY approved service and the performance of those Services under this Agreement, or reasonably incidental to such performance up to the not to exceed amount for each individual Task Order.

- a. EXHIBIT B (Proposal Form) identifies the rates and unit cost to be utilized in performance of the Services described in EXHIBIT A. The CONTRACTOR'S expenses for Services are not to exceed similar expenses charged by the CONTRACTOR for comparable Services to other clients and customers in the Atlanta region.
- b. The COUNTY and the CONTRACTOR understand and agree that the not to exceed cost of individual Task Orders under this Agreement is based on estimates of manpower needs and other suppositions which may change during the term of the Agreement. The COUNTY and the CONTRACTOR agree that the intent of this Agreement is to provide CONTRACTOR Services only as needed, in the sole opinion of the COUNTY, through the term of this Agreement, and that the parties to this Agreement shall cooperate to adjust the not to exceed amount as necessary to complete the Services required by the COUNTY. Notwithstanding this provision, the COUNTY reserves the right to curtail or terminate the CONTRACTOR'S Services as provided for elsewhere in this Agreement.
- c. When requested by the COUNTY to perform Services, the CONTRACTOR shall submit, for the COUNTY'S approval, a detailed cost proposal for providing the Services requested (a Work Order or Supplemental Agreement). The proposal will identify the personnel, wage rates, man-hours and applicable unit costs required for the requested Services and a total not to exceed cost for the defined Services to be provided by the CONTRACTOR. Upon authorization by the COUNTY Board of Commissioners, the CONTRACTOR shall be obligated to provide the defined Services for said not to exceed cost.
- d. The CONTRACTOR shall submit monthly invoices for Services performed under this Agreement. These invoices shall be based on the rates and unit costs as provided for in EXHIBIT B and will contain summary support documentation such as; time sheet summaries, expense account summaries, copies of original invoices for incidental expenses and other internal Non-salary Cost documentation. The CONTRACTOR shall maintain detailed support documentation at its Home Office for a period of three (3) years after the final payment for this Agreement.

- e. If one or more SUBCONTRACTORS are to be utilized, the work of the SUBCONTRACTOR(s) shall be shown as a direct cost on submitted invoices and the invoice shall be supplemented by submission by the SUBCONTRACTOR evidencing work hours and costs. SUBCONTRACTORS shall be approved by the County prior to their use.
- f. During the performance of Services, monthly payments shall be made based upon the costs and expenses of Services which have been completed. The COUNTY shall pay each invoice statement or portion thereof as approved within thirty (30) days after receipt of the same, provided that the approval or payment of any such statement shall not be considered to be evidence of performance by the CONTRACTOR to the point indicated by such statement or of receipt of acceptance by the COUNTY of the Services covered by such statement.
- g. The COUNTY reserves the right to reject and not pay any invoice or part thereof where the amount of the invoice is unreasonably in excess of the value of the benefits received by the COUNTY for Services covered by the invoice. The COUNTY shall, however, pay any undisputed items contained in such invoices.

7. CHANGE IN SERVICES

The COUNTY may request from time-to-time changes in the scope or focus of the activities conducted or to be conducted by the CONTRACTOR pursuant to the Services provided under this Agreement. Any such change, which varies significantly from the Services set out in EXHIBIT A, and would entail a significant increase in cost or expense to the CONTRACTOR, shall be mutually agreed on by the CONTRACTOR and the COUNTY. Agreed upon increases in the Agreement not to exceed total fee shall be made by Supplemental Agreement executed by both parties.

At no time during the course of this Agreement shall the CONTRACTOR make any change in the scope or focus of the activities as part of the Services provided without the prior written authorization of the COUNTY. Changes in the Services which, in the opinion of the CONTRACTOR and the COUNTY, require additional funding by the COUNTY, shall be authorized by resolution of the COUNTY Board of Commissioners prior to any work being initiated on the proposed changes in the scope of Services.

8. SUBCONTRACTOR

All SUBCONTRACTORS specified in the CONTRACTOR'S Cost Proposal shall be considered to be part of the CONTRACTOR for purposes of the Agreement. In the event the CONTRACTOR desires to employ additional SUBCONTRACTORS or change SUBCONTRACTORS, the CONTRACTOR shall deliver a written request to the COUNTY for such consent to, and approval of, each SUBCONTRACTOR added or changed and the portion of Services requested to be performed. All SUBCONTRACTORS require approval by the COUNTY. Such approval shall not be unreasonably withheld.

The COUNTY shall not be a party to any SUBCONTRACTOR agreement, nor shall the COUNTY be responsible or liable for payment directly to any SUBCONTRACTORS for Services rendered. Any liens or actions brought against the COUNTY by SUBCONTRACTORS, employees, agents, representatives, or associates of the CONTRACTOR, or vendors providing services, equipment, or materials to the CONTRACTOR, shall be the sole responsibility of the CONTRACTOR and dispensed with at no cost to the COUNTY. Any costs incurred by the COUNTY related to such liens or actions shall be, at the sole discretion of the COUNTY, subtracted from the not to exceed amount of this Agreement or billed to the CONTRACTOR. The CONTRACTOR shall pay any such billings within thirty (30) calendar days.

Administration of SUBCONTRACTORS, employees, agents, representatives, or associates of the CONTRACTOR shall be the CONTRACTOR'S responsibility and liability, and all agreements between the CONTRACTOR and its SUBCONTRACTORS, etc. shall require each SUBCONTRACTOR, etc. to be bound by the terms of this Agreement, and to assume all obligations and responsibilities which the CONTRACTOR, by this Agreement, assumes toward the COUNTY. In particular, and not by way of limitation, all indemnification and insurance provisions shall be fully binding upon any SUBCONTRACTOR, employees, agents, representatives, or associates of the CONTRACTOR.

9. ACCOUNTING RECORDS

Records of the CONTRACTOR'S and all SUBCONTRACTORS', employee's, agent's, representatives, and

associate's Direct Payroll and Non-salary Costs pertaining to the Services, and records of accounts between the CONTRACTOR and all SUBCONTRACTORS, employees, agents, representatives, or associates of the CONTRACTOR, shall be in accordance with generally accepted accounting practices and shall be available to the COUNTY or its authorized representative during normal business hours. The stipulated overhead rates shall not be subject to audit unless the CONTRACTOR requests a change under the terms and conditions of EXHIBIT B.

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR shall make available to the COUNTY and/or representatives of the COUNTY for examination, all of its records with respect to all matters covered by this Agreement. It shall also permit the COUNTY and/or representatives to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONTRACTOR shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred while providing Services and used in support of its Cost Proposal, and shall make such material available at all reasonable times during the period of the Agreement, and for three (3) years from the date of final payment under the Agreement, for inspection by the COUNTY or any reviewing agencies, and copies thereof shall be furnished upon request. The CONTRACTOR agrees that the provisions of this article shall be included in any Agreements it may make with any subcontractor, agent, representative, associate, assignee, or transferee.

10. CONFIDENTIAL INFORMATION

Notwithstanding any other provision in this Agreement to the contrary, data and information of whatever nature and in whatever form, written or oral, concerning salaries, overhead rates, fees and other expenses incurred by the CONTRACTOR or its SUBCONTRACTORS, employees, agents, representatives or associates, and related to Services for the Rockdale County, whether individual items or otherwise, are and shall remain proprietary data and information of the CONTRACTOR. The COUNTY, its employees and officials shall not use any such information for any purpose other than that specifically allowed by the CONTRACTOR. It is agreed, however, that such information may need to be provided to certain COUNTY approved citizen oversight committees, as well as to State and Federal authorities with oversight responsibilities.

The CONTRACTOR agrees that data, conclusions and any reports are for the confidential information of the COUNTY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the COUNTY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, reports, maps, data, studies, etc. prepared by the CONTRACTOR pursuant thereto shall become the property of the COUNTY and be delivered to the COUNTY in a good and organized condition.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the Services conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the COUNTY.

It is further agreed that if any information concerning the Services, its conduct, results, or data gathered or processed should be released by the CONTRACTOR without prior approval from the COUNTY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONTRACTOR, but should any such information be released by the COUNTY or by the CONTRACTOR with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

11. OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY all the data, reports, electronic files and documents that result from its Services in an orderly and organized form. The CONTRACTOR shall maintain copies of all data, reports, electronic files and documents that result from its Services, on COUNTY premises for use by COUNTY personnel. The CONTRACTOR shall provide all organizational and storage supplies and materials necessary for this task.

All data, reports, electronic files and documents that result from Services performed under this Agreement shall become the property of the COUNTY when they are created and shall remain the property of the COUNTY in perpetuity. All data, reports, electronic files and documents that result from Services performed under this Agreement are subject to open records requests in accordance with Georgia law.

The CONTRACTOR shall keep and safeguard all records relating to this Agreement or Services performed hereunder for a minimum period of three (3) years from final Agreement payment with full access allowed to authorized representatives of the COUNTY upon request for purposes of evaluating compliance with the provisions of this Agreement.

12. CONTRACTOR'S LIABILITY

Approval of or by the COUNTY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, any SUBCONTRACTORS, employees, agents, representatives or associates for the accuracy and competency for their performance, designs, reports, information, documents or Services, nor shall approval be deemed to be the assumption of such responsibility by the COUNTY for any defect, error, omission, or ambiguity in the performance of Services or in the documents prepared by the CONTRACTOR, any SUBCONTRACTORS, employees, agents, representatives or associates.

The CONTRACTOR shall be entitled to rely on the accuracy and currency of information supplied by the COUNTY, excluding information provided in or on construction documents, as-built drawings, or shop drawings, which should be verified independently by the CONTRACTOR as needed.

Neither the COUNTY'S review, approval, acceptance of, or payment for any of the Services shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement or the Law, or of any cause of action the COUNTY may have against the CONTRACTOR arising out of the CONTRACTOR'S performance, or non-performance, of its Services.

The CONTRACTOR shall insure inclusion in all COUNTY contracts with Construction Contractors, other contracted entities which the CONTRACTOR shall oversee or direct, and other project participants (hereinafter "CONTRACTORS") under contract with the COUNTY, clauses reasonable and acceptable wherein the CONTRACTORS:

- a. Acknowledge the CONTRACTOR'S role of monitoring the work, advising the COUNTY, and authority to direct or control the CONTRACTORS in their activities as representatives of the COUNTY; and
- b. Agree to make no claim against the CONTRACTOR for monetary losses under any contract with the COUNTY, including without limitation, any bases on charges or extras, increased compensation, delay, losses, acceleration, termination, rework, or other such claims including, without limitation, third party actions arising out of claims by COUNTY or others; and
- c. The CONTRACTORS agree to indemnify, protect and defend CONTRACTOR and COUNTY to the full extent allowed by law for claims arising out of personal injury, death, or property damage including (to the extent allowed) claims based on the negligence of COUNTY or CONTRACTOR; and
- d. The CONTRACTORS name the COUNTY and CONTRACTOR as additional insured on CONTRACTOR maintained coverages.

The CONTRACTOR shall provide support to the COUNTY in resolving all claims brought by CONTRACTORS, in accordance with the terms and conditions of EXHIBIT A. The CONTRACTOR shall not invoice the COUNTY for its Services required to correct errors, omissions, ambiguities, or any actions not approved by the COUNTY.

13. INSURANCE REQUIREMENTS

The CONTRACTOR shall procure, pay for, and maintain during the term of this Agreement, with a company authorized to do business in the State of Georgia and acceptable to the COUNTY, the minimum insurance coverage contained in EXHIBIT C, attached to and made part of this Agreement.

14. INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or

persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of the CONTRACTOR. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

The CONTRACTOR further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee or representative of the CONTRACTOR.

15. RIGHT OF REVIEW

The COUNTY may review any and all of the Services performed by the CONTRACTOR under this Agreement at any reasonable time and at any location specified by the COUNTY.

16. DISCLOSURE POLICY

The CONTRACTOR, its SUBCONTRACTORS, employees, agents, representatives or associates shall disclose all public and private sector clients that may exist in the COUNTY at the time this Agreement is executed. In addition, the CONTRACTOR, any SUBCONTRACTORS, employees, agents, representatives or associates will be required for the duration of this Agreement to continue this disclosure if any changes should occur. Further, the CONTRACTOR, any SUBCONTRACTORS, employees, agents, representatives or associates shall disclose any conflict or potential conflict of interest as soon as it occurs.

17. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business and that the CONTRACTOR has not received any non-COUNTY fee related to this Agreement without the prior written consent of the COUNTY. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

18. ANTI-KICKBACK CLAUSE

Salaries of architects, draftsmen, technical engineers and engineers, specialist, administrative personnel, technicians, and others performing Services under this Agreement for the CONTRACTOR shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONTRACTOR hereby promises to comply with all applicable "Anti-Kickback" laws, and shall insert appropriate provisions in all subcontracts covering Services under this Agreement.

19. CLAIMS AND DISPUTES PERTAINING TO SALARY RATES

Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers and engineers, technicians, and others of subcontractors performing Services under this Agreement shall be promptly reported in writing by the CONTRACTOR to the COUNTY for the latter's decision which shall be final with respect thereto. Nothing herein, however, shall be construed as relieving the CONTRACTOR from its responsibilities as primary contracting party with such subcontractors.

20. NONDISCRIMINATION

As a condition of this Agreement, the CONTRACTOR covenants that the CONTRACTOR will take all necessary actions to ensure that in connection with any Services under this Agreement the CONTRACTOR any SUBCONTRACTORS, employees, agents, representatives or associates, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical handicap unrelated to job performance, either directly, indirectly, or through contractual or other arrangements. The CONTRACTOR shall keep and safeguard all records relating to this Agreement or Services performed hereunder for a minimum period of three (3) years from final Agreement payment with full access allowed to authorized representatives of the COUNTY upon request for purposes of evaluating compliance with this and other provisions of this Agreement.

21. NO ASSIGNMENT WITHOUT CONSENT

This Agreement provides for personal and/or professional Services, and the CONTRACTOR shall not assign this Agreement or any benefit thereof, in whole or in part, without the prior written consent of the COUNTY.

22. TERMINATION

The COUNTY shall have the sole right to reduce or eliminate, in whole or in part, the Services at any time and for cause or without cause, upon a five (5) work day prior written notice to the CONTRACTOR specifying the nature and extent of the reduction. The CONTRACTOR shall invoice the COUNTY for all Services completed and shall be compensated in accordance with the terms and conditions of this Agreement for all Services performed by the CONTRACTOR prior to the date specified in such notice.

23. NOTICES

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, unless and until either party is otherwise notified in writing by the other party. Mailed notices shall be deemed communicated as of five (5) days after mailing.

If intended for the COUNTY, to: Director of the County Department

If intended of the CONTRACTOR, to: _____

24. INDEPENDENT CONTRACTOR

In performing Services under this Agreement, the CONTRACTOR is performing Services of the type performed prior to this Agreement, and the COUNTY and the CONTRACTOR by the execution of this Agreement do not change the independent status of the CONTRACTOR. No term or provision of this Agreement or act of the CONTRACTOR in the performance of this Agreement shall be construed as making the CONTRACTOR the employee of the COUNTY nor shall it imply any rights under tax exemption the COUNTY may enjoy.

25. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the COUNTY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

26. VENUE

The obligations of the parties to this Agreement are performable in Rockdale County, Georgia, and if legal action

is necessary to enforce same, exclusive venue shall lie in Rockdale County, Georgia.

27. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Code of General Ordinances and Resolutions of the COUNTY, as amended, and all applicable State and Federal Laws.

28. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of GA.

29. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

30. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

32. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and, except as otherwise provided in this Agreement, their assigns. The CONTRACTOR shall not assign or transfer whether by an assignment or notation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the COUNTY.

33. NON-WAIVER AGREEMENT

Any failure by either party at any time, or from time to time, to enforce or require strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver of such terms or conditions.

34. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED this the _____ day of _____, 2024, by the COUNTY signing by and through its COUNTY Chairman, authorized to execute same by Board of Commissioners and by the CONTRACTOR, acting through its duly authorized officials.

ROCKDALE COUNTY, GEORGIA _____

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____

Attest:

Attest:

Jennifer Rutledge, Executive Director
County Clerk

Corporate Secretary or Assistant
Corporate Secretary

Approved as to form:

M. Qader A. Baig, County Attorney

SUBCONTRACTORS

Instructions: Type or clearly print all information.

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

Representative's Signature: _____ Date: _____



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:

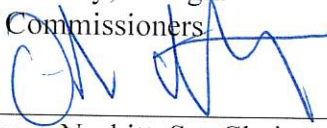
1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.
2. At least 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:

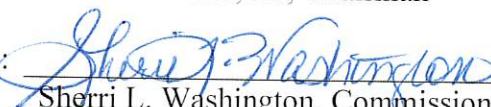
- a. A description of the work for which the bid is being solicited.
- b. The date, time, and location where bids are to be submitted.

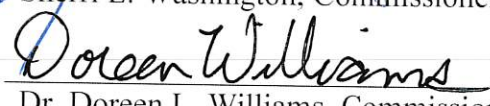
- c. The name of the individual within the public entity who will be available to answer questions about the project.
 - d. Where bid documents may be reviewed.
 - e. Any special requirements that may exist.
- 3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized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

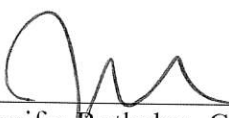
Adopted this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

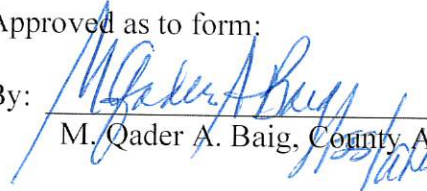
By: 
Osborn Nesbitt, Sr., Chairman

By: 
Sherri L. Washington, Commissioner Post I

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

Attest:
By: 
Jennifer Rutledge, County Clerk

First Reading: 9/27/2024
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

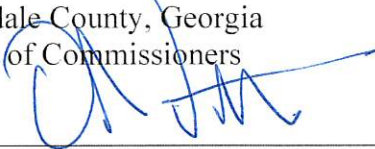
A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

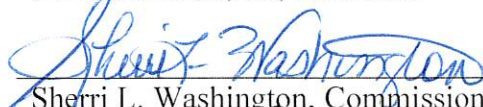
1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;
2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;
3.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

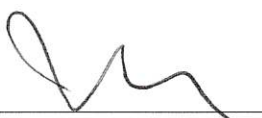
Approved this 27th day of August, 2024.

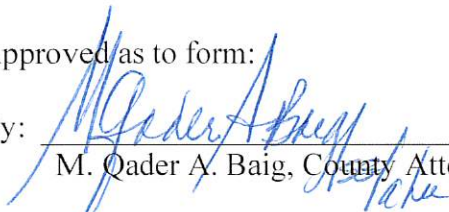
Rockdale County, Georgia
Board of Commissioners

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

BIDDER'S CHECKLIST

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

- _____ **Bid Form (See Page 10)**
- _____ **All Applicable Affidavit Forms (See Pages 11-16)**
- _____ **Local Vendor Preference Policy (If Applicable) - (See Page 22)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 17-21)**
- _____ **Subcontractors (See Page 32)**
- _____ **Equal Business Opportunity Forms (See Pages 33-47)**
- _____ **Proof of Georgia Electrical Contractor's License**

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