

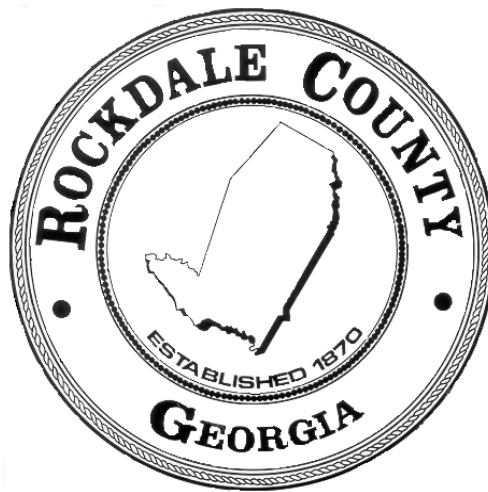
REQUEST FOR PROPOSALS

No. 25-14

ROCKDALE COUNTY, GEORGIA

August 13, 2025

ENVIRONMENTAL AND ENGINEERING CONSULTING SERVICES



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

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for **Environmental and Engineering Consulting Services**. Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink.

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

PURCHASING CONTACT FOR THIS REQUEST:

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

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557, Fax: (770) 278-8910
E-mail: Adrienne.m.brown@rockdalecountyga.gov

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

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

One (1) USB Flash Drive in Adobe PDF format will be required for review purposes. 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.

CONTRACT TERM:

The Contract Term will be (1) year with the option to renew four (4) additional one-year terms, unless cancelled in writing 30 days before the end of current term.

DUE DATE:

Sealed proposals will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, September 18, 2025**. Proposals received after this time will not be accepted.

QUESTIONS AND CLARIFICATIONS:

All questions and requests for clarifications concerning this RFP must be submitted to the Purchasing Division via email to Adrienne.m.brown@rockdalecountyga.gov no later than **2:00 p.m., local time, on Friday, September 5, 2025**. It shall be the proposer's responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at www.rockdalecountyga.gov, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:

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

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

LOCAL VENDOR PREFERENCE POLICY

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

The Local Vendor Preference Policy will apply to this RFP.

EQUAL BUSINESS OPPORTUNITY POLICY:

This RFP qualifies for Rockdale County Government EBO program. For questions regarding the EBO program, please contact Adrienne Brown at Adrienne.m.brown@rockdalecountyga.gov or 770-278-7557.

QUALIFICATIONS OF OFFERORS:

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

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

Any contractor submitting a Proposal must complete the Contractor's Qualification Statement and Questionnaire if provided in this package. Proposers are to submit at least **three (3) references** from projects with similar experience using the materials and process in this RFP.

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

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County will provide the final evaluation Score Sheet. The Score Sheet will include the scores for all firms who responded and will typically be provided with a PDF file and e-mailed.

FINANCIAL STABILITY

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

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

SELECTION PROCESS:

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

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

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

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

The County intends to award the contract to the responsible and responsive contractor whose proposal is determined in writing to be the most advantageous to the County taking into consideration all of the evaluation criteria.

INTERVIEWS

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

INSURANCE:

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

<u>Coverages:</u>	<u>Limits of Liability:</u>
Workers' Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
except Automobile	\$1,000,000.00 aggregate
Personal & Advertising Injury Limit	\$1,000,000.00
Products / Completed Ops.	\$2,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person
Liability	\$1,000,000.00 each occurrence
Automobile Property Damage	\$1,000,000.00 each occurrence
Liability	
Professional Liability/General Liability	\$1,000,000.00
Excess Umbrella Liability	\$3,000,000.00

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

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

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

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

Certificates are to be issued to:

Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

PERMITS:

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

AWARD OF CONTRACT

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

OPEN RECORDS

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

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

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

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

PIGGYBACKING

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

GENERAL INFORMATION

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

WITHDRAWAL OF PROPOSAL:

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

REJECTION OF PROPOSAL:

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

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:

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

NON-COLLUSION AFFIDAVIT:

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

INTEREST OF:

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

DOCUMENTS DEEMED PART OF THE CONTRACT:

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

STANDARD INSTRUCTIONS

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

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RWR STAFF AUGMENTATION, SANITARY SEWER REHABILITATION, ASSET INVENTORY PROGRAM AND SEWER PREVENTATIVE MAINTENANCE MANAGEMENT SERVICES

Rockdale County Department of Water Resources (RWR) is soliciting cost proposals for Staff Augmentation, Sanitary Sewer Rehabilitation, Asset Inventory and Sanitary Sewer Preventative Maintenance Management Services.

I. STAFF AUGMENTATION SERVICES SCOPE OF WORK

RWR has a need to supplement its workforce to mediate immediate and ongoing needs for management, operational, and program management support at the staff level. These needs include but are not limited to staff augmentation within its technical/engineering ranks for the 6 divisions within RWR (i.e. engineering, customer service, central maintenance, water treatment & distribution, wastewater treatment & collections, and compliance/watershed protection divisions). Ongoing program management needs include several County programs and initiatives primarily in the engineering division that include but aren't limited to the County's

- (1) sewer rehab program,
- (2) inflow and infiltration (I&I) program,
- (3) wastewater treatment capacity reclamation and management program, and
- (4) drinking water distribution system improvements.

The scope of work for the Staff Augmentation Services will consist of the following:

- **Plan Review**
- **Meter applications**
- **Permitting**
- **Internal design**
- **GIS support**
- **Asset inventory/management**
- **Capital planning**
- **Compliance**
- **Program management**

1. Standard Billing Rates

Please provide your current standard billing rates for each position in your company and submit it with the proposal form. Note: Rockdale County reserves the right to select the classification and establish the budget for any staff augmentation resource to support the County.

II. SANITARY SEWER REHABILITATION MANAGEMENT SERVICES SCOPE OF WORK

Rockdale County Department of Water Resources (RWR) is soliciting cost proposals for Sewer Rehabilitation Management Services to support its Sewer Rehabilitation Program. Rockdale County has over 240 miles of sanitary sewers and over 6,000 manholes in its sewer system. A formal Sewer Rehabilitation Program is vital to the health, vitality, and environmental compliance of Rockdale County's sanitary sewer system. A Sewer Rehabilitation Program consists of three elements:

1. Sanitary Sewer Evaluation Survey (SSES) – data collection
2. SSES Data review and criticality and prioritization assignment
3. Capital planning for repair/replacement
4. Construction Effort of the rehabilitation/repair

Within the last 10 years, RWR had a Sanitary Sewer Evaluation Survey (SSES) (item 1 from the above listing) conducted on its sewer system. The SSES resulted in thousands of feet of sewer system field data on the structural condition of the county's sewers and manholes.

Field data collected by the SSES consisted of the following:

- Physical attributes and defects at select manholes, pipes and service connections,
- Video inspection of manholes and connecting pipes,
- Smoke testing of line segments and laterals,
- Dye water tracing,
- Cleaning and Closed-Circuit Television (CCTV) inspection of pipeline segments.

Due to the age of the County's sewer system, there is state of degradation that needs to be assessed for each asset before capital planning and investment. RWR needs assistance in reconciling the field data of the previous SSES to prioritize the criticality of each infrastructure component of the SSES and develop the rehabilitation costs for each component (items 2 and 3 from above). This effort will be used to build the project listing for the County's Sewer Rehab Program each year in support of item number 4 from above.

The scope of work for the Sewer Rehabilitation Management Services will consist of the following:

- **Video verification of the previous segments**
 - **Assess current state and criticality of each asset**
- **Applying the criticality score for each asset**
- **Developing the cost to repair/replace each asset**
- **Developing the prioritization schedule of each asset for the Sewer Rehabilitation Program**
- **Monthly reporting**

Deliverables

The monthly report will be submitted to RWR identifying the verification of all structural defects located, the individual I/I quantification, a defect/criticality ranking report and recommended repair, rehabilitation, or replacement methodology. The defect table should prioritize defects based on structural severity, I/I quantification, recurring maintenance issues and NASSCO defect rating score. The latter requires NASSCO certified personnel in Cured-In-Place Pipe (CIPP) and Manhole rehabilitation.

The data shall be presented in a Microsoft ACCESS database format and electronically linked to the GIS mapping system via Pipe and Structure numbers which will be used to update the County's GIS sewer layer in an ArcMap geodatabase format. The GIS layer will contain all manhole and pipe connectivity issues corrected in accordance with standard GIS practice with pipe directions and snapping tolerances to provide a fully connected system.

Section II Continued

Unit Costs

Please provide your unit cost breakdown on the chart below and submit it with your Proposal Form to Rockdale County on the USB Flash Drive proposal. Labeled "Work Items Unit Costs". Note: Rockdale County reserves the right to select the work item classification and establish the budget for any said work items to support the County.

WORK ITEMS	UNIT	UNIT COST
Manhole Assessment	EA	\$
Manhole GPS location	EA	\$
CCTV Only, No Cleaning up to 12-inch Diameter	LF	\$
CCTV Only, No Cleaning Larger than 12-inch to 18-inch	LF	\$
Diameter		
CCTV Only, No Cleaning Larger Than 18-inch to 24-inch Diameter	LF	\$
CCTV Only, No Cleaning Larger than 24-inch to 36-inch Diameter	LF	\$
CCTV Only, No Cleaning Larger than 36-inch to 48-inch Diameter	LF	\$
Heavy Cleaning - up to 12-inch diameter	LF	\$
Heavy Cleaning - larger than 12-inch to 18-inch diameter	LF	\$
Heavy Cleaning - larger than 18-inch to 24-inch diameter	LF	\$
Heavy Cleaning - larger than 24-inch to 36-inch diameter	LF	\$
Heavy Cleaning - larger than 36-inch to 48-inch diameter	LF	\$
Flow Meter Inspection and Installation/Removal	EA	\$
Flow Meter Monthly Maintenance	EA	\$
Monthly Data Processing Summary and I&I Analysis Reports	EA	\$
Equipment Rental	EA	\$
Monthly Reporting	EA	\$
Monthly Project Management	EA	\$

III. ASSET INVENTORY MANAGEMENT

Rockdale County Department of Water Resources (RWR) is soliciting cost proposals for the inventory, assessment, and management of water and sanitary sewer infrastructure assets throughout the County. The intent of this RFP is to identify a vendor with the expertise and resources necessary to support long-term planning, maintenance, and operational optimization of these essential public utility systems.

- **Asset Inventory:** Develop or update a comprehensive GIS-based inventory of all water and sewer assets.
- **Condition Assessment:** Perform physical and desktop condition assessments of major components.
- **Asset Management Plan:** Develop a long-term asset management strategy including lifecycle costing, risk prioritization, and capital improvement planning.
- **Regulatory Compliance Support:** Assist with meeting state and federal regulatory requirements (e.g., EPA, DEP reporting).
- **Data Integration:** Integrate asset data with existing County systems (e.g., GIS, CMMS).
- **Emergency Response Planning:** Recommend protocols for system redundancy and resilience.
- **Training:** Provide training for County staff on system use and asset management practices.

LUMP SUM COST \$ _____

Please submit with the Proposal Form.

IV. SANITARY SEWER PREVENTATIVE MAINTENANCE PROGRAM

Rockdale County Department of Water Resources (RWR) is soliciting cost proposals for contractors to provide routine sanitary sewer cleaning and closed-circuit television (CCTV) inspection services. The County requires a proactive, scheduled maintenance program to minimize blockages, overflows, and infrastructure deterioration within its sanitary sewer system.

Rockdale County maintains and operates a sanitary sewer system consisting of approximately 240 miles or more of sanitary sewer mains, 6000 manholes, and multiple lift stations. To meet regulatory requirements and prolong asset life, the County seeks to implement a comprehensive Preventative Maintenance Program (PMP).

The scope of work for the Sanitary Sewer Preventative Maintenance Program will consist of the following:

- **Hydro jet and clean** a minimum of 4,000 linear feet (LF) of sanitary sewer pipe per day.
- **Perform CCTV inspection** of a minimum of 2,000 LF of sanitary sewer pipe per day, immediately following cleaning.
- **Identify and report defects** in accordance with NASSCO PACP standards.
- **Provide digital and hardcopy documentation**, including CCTV footage, inspection reports, and cleaning logs.
- **Track and submit weekly progress reports** including maps showing completed areas.
- **Coordinate with County staff** for access, scheduling, and special instructions in sensitive areas (e.g., schools, hospitals, high-traffic zones).

Contractor Requirements

- **Minimum 3 years of experience in municipal sewer cleaning and CCTV inspection.**
- **Use of NASSCO-certified personnel for all CCTV operations.**
- **Equipment must include combination sewer cleaning trucks, CCTV robotic crawlers, and fully equipped inspection vans.**
- **Ability to work under traffic control conditions and secure necessary permits.**

Submission Requirements

1. **Company Profile**
2. **Detailed Work Plan, addressing:**
 - Methods and equipment to meet weekly production goals
 - Traffic control and safety procedures
 - Quality control measures
3. **Staffing Plan including roles, certifications, and resumes**
4. **Experience & References (minimum three similar municipal contracts)**
5. **Proof of Insurance and Licenses**
6. **Timeline for Mobilization and Project Execution**
7. **Cost Proposal**
 - Per foot cleaning rate
 - Per foot CCTV inspection rate
 - Hourly or per-day rate for emergency services (optional)

1.	Cleaning Rate, per foot	\$
2.	CCTV Inspection Rate, per foot	\$
3.	Emergency Services, hourly rate	\$
4.	Emergency Services, per day rate	\$

V. SCORING

Scoring will revolve around the areas of:

- (1) Project Approach
- (2) Proposed Organization Chart of the proposed staff
- (3) Relevant Company
- (4) Staff Experience
- (5) Company Experience with Rockdale County
- (6) Standard Billing Rates
- (7) Unit Costs.

Each area will be rated with a score of 1-10 with 10 being the highest rating possible for each category.

Scoring Criteria	Scoring (1-10)	Percent of Scoring
Project Approach – 2 pages		20%
Proposed Organizational Chart – 2 Pages		20%
Relevant Company Experience – 1 Page		15%
Relevant Staff Experience with Resumes – 4 Pages		15%
Company Experience with Rockdale County – 2 pages		20%
Billing Rates		5%
Unit Costs		5%
<i>TOTAL</i>		<i>100%</i>

VI. TERM OF CONTRACT

The term of this contract is for one (1) year with four (4), one (1) – year renewals.

PROPOSAL FORM

Instructions: Complete **BOTH** parts of this bid form.

PART I: 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 proposal.

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

PART II: Vendor Information:

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

ROCKDALE COUNTY BOARD OF COMMISSIONERS
NON-COLLUSION AFFIDAVIT OF VENDOR

State of _____)

County of _____)

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

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

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

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

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

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

 (Signed)

 (Title)

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

Name _____

Title _____

My commission expires (Date) _____

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

State of _____)

County of _____)

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

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

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

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

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

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

 (Signed)

 (Title)

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

Name _____

Title _____

My commission expires (Date)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

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

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

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract).

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 202__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires:

Affidavit Verifying Status for County Public Benefit Application

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

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant:

Date

Printed Name:

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

Notary Public
My commission Expires:

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

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

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

II. GENERAL BACKGROUND

- A. Current address of contractor: _____

- B. Previous Name or address of contractor: _____

- C. Current president or CEO and years in position: _____
- D. Number of permanent employees: _____
- E. Name and address of affiliated companies: _____

III. FINANCIAL STATUS

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

1. LAST COMPLETE FISCAL YEAR:

- | | | |
|----|--------------------------|-------|
| A. | Revenues (Gross) | _____ |
| B. | Expenditures (Gross) | _____ |
| C. | Overhead & Admin (Gross) | _____ |
| D. | Profit (Gross) | _____ |

2. YEAR PRIOR TO "1" ABOVE:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

3. YEAR PRIOR TO "2" ABOVE:

A.	Revenues (Gross)	_____
B.	Expenditures (Gross)	_____
C.	Overhead & Admin (Gross)	_____
D.	Profit (Gross)	_____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

C. BONDING

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

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

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

Project #1:

Name and Address:

Date of Project:

Type of Project:

Contract Price:

Owner contact info:

Architect/Engineer contact info:
 (if applicable)

Project #2:Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

_____Architect/Engineer contact info:
(if applicable) _____
_____**Project #3:**Name and Address: _____

Date of Project: _____

Type of Project: _____

Contract Price: _____

Owner contact info: _____

_____Architect/Engineer contact info:
(if applicable) _____
_____**V ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS**Has your company been involved in any construction
arbitration demands filed by, or against, you in the last five years? _____Has your company been involved in any construction-related
lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five
years? _____Has your company been involved in any lawsuits,
proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in
the past seven years? _____Has your company been involved in any lawsuits, proceedings,
or hearings initiated by the Occupational Safety and Health Administration concerning the
project safety practices of the Contractor in the last seven years? _____

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

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

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

VI COMMENTS

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

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

Contractor:

Signature

Date

Title

Sworn to and subscribed before me

This _____ day of _____

Signature

Notary Public

My Commission Expires:



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 INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL ENVIRONMENTAL & ENGINEERING CONSULTING SERVICES**

This is a sample contract, and the County has the right to revise, if deemed necessary.

This Independent Contractor Agreement ("Agreement") is made as of the ____ day of _____ 2025 between the local government of Rockdale County, Georgia (hereafter "Local Government" or "County") and ____ (hereafter "Independent Contractor"), collectively referred to as the "Parties," individually may be referred to as "Party."

In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

1. Services and Obligations of Independent Contractor

1.1 Scope of Services

During the term of this Agreement, Independent Contractor shall provide the services described in the County's RFP No. 25-14, incorporated herein by reference and the Consultant's Proposal dated _____, attached hereto and made a part hereof which shall describe in detail the services to be provided and the compensation for performance and completion of such services.

1.2 Method of Performing Services

Independent Contractor shall determine the method, details and means of performing the said services referenced in Section 1.1 above.

1.3 Office Space and Support Staff

Independent Contractor shall be responsible for supplying its own office space but may perform services under this Agreement at or on premises supplied by the Local Government at the Local Government's request. Independent Contractor will be responsible for its own office support staff, if any, but Local Government will be responsible for setting training and coaching meetings with Local Government staffs and Independent Contractor. Any and all personnel hired by Independent Contractor, as employees, consultants, agents or otherwise (collectively, "Staff") shall be the responsibility of Independent Contractor.

1.4 Expenses

Independent Contractor shall be responsible for all expenses incurred by Independent Contractor unless approved by the Local Government in writing prior to incurring the expenses.

2. Non-Employment Relationship between Local Government and Independent Contractor

2.1 Independent Contractor Relationship

Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the Local Government an employer, partner, agent of or joint venturer with Independent Contractor for any purpose. Independent Contractor shall have no claim against Local Government for vacation pay, sick leave, retirement, social security, workers' compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the Independent Contractor Service Addendum shall be the sole payment for services rendered.

2.2 Withholding Taxes and Benefits

Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for the Consulting Fees and all payments to Staff, if any. Independent Contractor shall also be responsible for all statutory insurance and other benefits required by law for Independent Contractor and Staff and all other benefits promised to Staff by Independent Contractor, if any. Independent Contractor shall provide Local Government with a completed W-9 form. The Independent Contractor's taxpayer ID is _____ and Federal Work Authorization number is _____.

2.3 Confidentiality

The Parties agree that during the term of this Agreement, the Parties may disclose confidential information to the other Party. Parties agree not to disclose any confidential information to third Parties without the express permission of the other Party. Information designated as confidential information shall remain confidential until the Parties designate it otherwise or until the information becomes public through no fault of the other Party.

3. Warranties

3.1 Independent Contractor Warranties

Independent Contractor warrants that it has the right and authority to enter into this Agreement and that this Agreement does not violate the terms of any agreement between Independent Contractor and any third party. If a license is required, Independent Contractor warrants that they are licensed to perform the agreed-upon services enumerated in this Agreement, and covenants that Independent Contractor shall maintain all valid licenses, permits and registrations to perform the agreed-upon services and on behalf of its employees and subagents. Further, Independent Contractor warrants that it possesses the required expertise to render the services required by this Agreement.

3.2 Competent Work

Independent Contractor shall perform all services in a competent fashion in accordance with the applicable standards of the profession.

3.3 Representations and Warranties

Independent Contractor will make no representations, warranties, or commitments binding the Local Government without the Local Government's prior written consent.

4. Local Government Prohibitions to Create a Safe Work Environment

4.1 Drug/Alcohol — Free Workplace

Independent Contractor and all Staff, if any, shall not be in possession of or use of a controlled substance or marijuana during the performance of this Agreement. Independent Contractor, and all Staff, if any, shall also adhere to the Local Government's policies which prohibit the use of any alcohol products while on the premises.

4.2 Prohibition on Unlawful Discrimination and Harassment

Independent Contractor does not discriminate on the basis of race, color, national origin, sex, age, religion or disability in any employment policies and practices. Independent Contractor prohibits unlawful discrimination or harassment, including sexual harassment. Independent Contractors and Staff, if any, shall not engage in unlawful harassment or discrimination while on the premises of the Local Government.

5. Term and Termination

5.1 Term and Termination by Either Party

The services of the Independent Contractor are to commence upon execution of this agreement by the County. The term shall be one (1) year from date of the agreement unless and until terminated as provided below. This agreement has an option to renew four (4) additional one-year periods, unless terminated by either party as detailed below.

Either Party may terminate this Agreement for cause (including illegal or unethical actions) with written notice to the other Party with 60 days' written notice. Upon termination, Independent Contractor shall return all data and property of the Local Government to the Local Government. The Local Government shall pay Independent Contractor all earned fees, if any.

5.2 Merger

This Agreement shall not be terminated by the merger or consolidation of the Local Government into or with any other entity.

6. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b) or (c). All Notices shall be addressed as follows:

For Local Government:

Rockdale County, Georgia
Finance Dept – Purchasing Division
Attention: Tina Malone
958 Milstead Avenue, Suite 300
Conyers, GA 30012

For Independent Contractor:

7. Non-Exclusivity

This Agreement is a non-exclusive agreement. Both Parties may enter into similar agreements with third parties.

8. Indemnification

Independent Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the Local Government, its officers and employees, (collectively, Releases), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Independent Contractor, its agents, employees, subcontractors, or others working at the direction or on behalf of Independent Contractor.

Independent Contractor's obligation to indemnify any Releases shall survive the expiration or termination of this Agreement by either Party for any reason.

Independent Contractor agrees during the term of this Agreement, to provide insurance coverages in accordance with the requirements lined out in the RFP and shall provide proof of coverage prior to commencement of services. Insurance is to be maintained throughout the term of this Agreement.

9. Waiver

The waiver by Local Government of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver or waivers shall serve to establish a course of performance between the Parties contradictory to the terms in this Agreement.

10. Assignment

Independent Contractor shall not assign or subcontract the whole or any part of this Agreement without Local Government's prior written consent.

11. Force Majeure

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

12. Applicable Law

This Agreement shall be governed by the laws of the State of Georgia.

13. Publicity

Independent Contractor and Local Government shall not release, without prior written approval, from the other Party, any publicity regarding the program or services provided herein, including but not limited to notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for either Party, identifying either Party receiving goods or services under this Agreement.

14. Time is of the Essence

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing. If Local Government postpones or cancels any services, it is the responsibility of the Local Government to reschedule those services.

15. Ownership

All ideas, plans, improvements, or inventions developed by Independent Contractor during the term of this Agreement shall belong to Independent Contractor.

16. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Georgia. Venue shall be in any court of competent jurisdiction in Rockdale County, Georgia.

17. Certain Rules of Interpretation

Except where the context or use otherwise requires, words importing the singular number shall include the plural number and vice versa, and the masculine, the feminine and the neuter shall include all genders. Reference to a Section number shall be construed to be a reference to the designated Section number of this Agreement unless the context or use clearly indicates another or different meaning or intent.

18. Titles, Captions and Headings

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

19. Counterparts

This Agreement may be executed in separate counterparts. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement.

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

20. Amendment

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

21. Exhibits

All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.

22. Severability

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision

23. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between Local Government and Independent Contractor and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. Local Government and Independent Contractor affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The

Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.

24. Payment Terms

All unit pricing or hourly rates is fixed through the term of this Agreement as set forth in the Contractor's Proposal Form dated _____, attached hereto and made a part hereof, unless amended as agreed upon by both parties in writing. Local Government shall pay Independent Contractor within thirty (30) days of undisputed invoice date which shall be provided to the Local Government on or after the 5th day of each month. Invoices must reflect a detailed description of work completed and include the contract number.

Wherefore, the Parties, having read and understood the terms of this agreement, do hereby agree to such terms by execution of their signatures below.

ROCKDALE COUNTY, GEORGIA

By: _____

JaNice Van Ness, Chair & CEO

Attest:

Jennifer Rutledge, Director/County Clerk

Approved As to Form:

M. Qader A. Baig, County Attorney

INDEPENDENT CONTRACTOR NAME HERE

By: _____

Name & Title (Typed or Printed)

Witness:

SUBCONTRACTORS

Instructions: Type or clearly print all information.

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

Representative's Signature: _____ Date: _____



ROCKDALE COUNTY GOVERNMENT
EQUAL BUSINESS OPPORTUNITY PROGRAM

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

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

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

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

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

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

DETERMINATION OF GOOD FAITH

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

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

AFFIDAVIT – CONTRACTOR ONLY USAGE

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

UTILIZATION REPORTING (Post Award)

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

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

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

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

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

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

\$ _____ Or _____ %

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

JV Partner(s) information:

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

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

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

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

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

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

Signature:_____ **Title:**_____

Business or Corporate Name:_____

Address:_____

Telephone: () _____

Fax Number: () _____

Email Address:_____

ROCKDALE COUNTY GOVERNMENT UTILIZATION REPORT – Post Award

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

Subcontractor or Supplier information

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

Issues:

Vendor Name: _____

Printed Signature: _____

Date: _____

Title _____

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

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

Company Name: _____
Project # & Title: _____

Printed Signature: _____
Date: _____

Title _____

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

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

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

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

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

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

“Section 2-221. Equal Business Opportunity Program”

A. As used in this section:

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

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

1. Within the time specified in the bid documents, either:

- a. An affidavit that includes a description of the portion of work to be executed by Historically Underutilized Businesses, expressed as a percentage of the total contract price, which is equal to, or more than the applicable goal of contracts being awarded to Historically Underutilized Businesses annually, as set in Section III of the accompanying policy and procedures document. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or
- b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

2. Within 30 days after awarding the contract, a list of all identified subcontractors that the contractor will use on the project.

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

F. No subcontractor who is identified and listed pursuant to Subsection (E) of this section may be replaced with a different subcontractor except:

1. If the subcontractor's bid is later determined by the contractor to be nonresponsive or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or
2. With the approval of the Contracting Authority for good cause.

G. Before awarding a contract, the Contracting Authority shall do the following:

1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.
2. At least 10 days prior to the scheduled day of bid opening, notify Historically Underutilized Businesses that have requested notices from the Contracting Authority and Historically Underutilized Businesses that otherwise indicated to the County an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

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

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

Adopted this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

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

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

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

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

First Reading: 8/27/2024
Second Reading: waived

Approved as to form:
By: [Signature]
M. Qader A. Baig, County Attorney

EQUAL BUSINESS OPPORTUNITY

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

I. PURPOSE

The purpose of these policies and procedures is to provide guidelines for implementation of the Rockdale County Equal Business Opportunity ("EBO") ordinance. [Ord. No. 0-2024-11]

II. DEFINITIONS

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

III. EBO MAXIMIZATION GOAL

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

IV. ADMINISTRATION

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

V. CERTIFICATION

- A. To demonstrate a firm's qualifications as a Historically Underutilized Business, Rockdale County will accept:

1. Certification from the State of Georgia, City of Atlanta, or any local, state, or federal government agency;
2. Certification from any private party accredited to provide business certification; or
3. Self-certification as sworn to in a notarized statement or affidavit under penalty of perjury, with any accompanying documentation.

VI. OUTREACH ACTIVITIES

A. Outreach activities that can be part of a Historically Underutilized Business participation outreach plans include, but are not limited to, the following:

1. Attending trade fairs;
2. Hosting business workshops;
3. Hosting pre-bid conferences;
4. Advertising; and
5. Any other activities reasonably likely to increase participation in the bidding process by Historically Underutilized Businesses.

VII. GOOD FAITH EFFORTS

A. The Contracting Authority shall require bidders to undertake the following good faith efforts, where applicable:

1. Contacting Historically Underutilized Businesses that reasonably could have been expected to submit a quote and that were known to the Contracting Authority lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.
2. Making the plans, specifications and requirements available for review by prospective Historically Underutilized Businesses or providing these documents to them at least 10 days before the bid or proposals are due.
3. Breaking down or combining elements of work into economically feasible units to facilitate participation by Historically Underutilized Businesses.
4. Working with organizations for Historically Underutilized Businesses that provide assistance in recruitment of Historically Underutilized Businesses.
5. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.
6. Negotiating in good faith with interested Historically Underutilized Businesses and not rejecting them as unqualified without sound reasons based on their capabilities.

Any rejection of a Historically Underutilized Businesses based on lack of qualification should have the reasons documented in writing.

7. Providing assistance to an otherwise qualified Historically Underutilized Businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting Historically Underutilized Businesses in obtaining the same unit pricing as the bidder's suppliers to help Historically Underutilized Businesses in establishing credit.
8. Negotiating joint venture and partnership arrangements with Historically Underutilized Businesses to increase opportunities for Historically Underutilized Businesses to participate in County projects when possible.
9. Providing quick pay agreements and policies to enable Historically Underutilized Business contractors and suppliers to meet cash-flow demands.

VIII. SUBCONTRACTING

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

IX. INCORPORATION

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

X. SMALL BUSINESS ENTERPRISE

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

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

XI. REPORTING

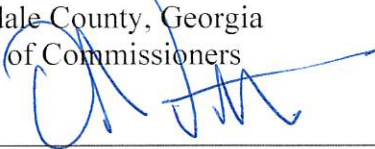
A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

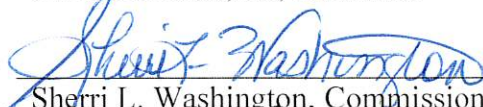
1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;
2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;
3.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

B. Each contractor must report payments made to the Historically Underutilized Business subcontractors to the County on a monthly basis by no later than the 15th of the month.

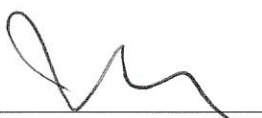
Approved this 27th day of August, 2024.

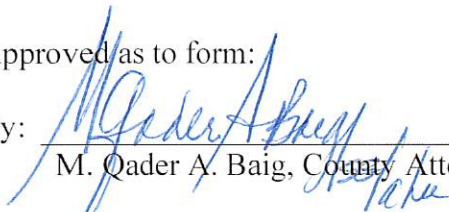
Rockdale County, Georgia
Board of Commissioners

By: 
Osborn Nesbitt, Sr., Chairman

By: 
Sherri L. Washington, Commissioner Post I

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

Attest: 
By: _____
Jennifer Rutledge, County Clerk

Approved as to form:
By: 
M. Qader A. Baig, County Attorney

PROPOSAL CHECKLIST

_____ **ONE FLASH DRIVE** (containing a copy of the Proposal and the Price Proposal in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:

- _____ **Scope of Work (See Pages 10-15)**
- _____ **Proposal Form (See Page 16)**
- _____ **All Applicable Affidavit Forms (See Pages 17-22)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 23-26)**
- _____ **Local Vendor Policy (If applicable) (See Page 27)**
- _____ **Subcontractors (See Page 33)**
- _____ **Equal Business Opportunity Forms (See Pages 34-48)**
- _____ **Proof of Business License**

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