

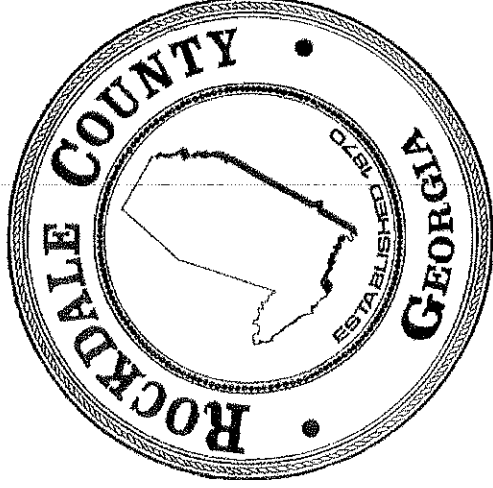
REQUEST FOR PROPOSALS

No. 26-05

ROCKDALE COUNTY, GEORGIA

MAY 20, 2026

**UNIT PRICE CONTRACT: INDEFINITE
DELIVERY/ INDEFINITE QUANTITY LOW
VOLTAGE WORK**



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

INTRODUCTION:

Rockdale County is requesting Competitive Sealed Proposals for **Indefinite Delivery/Indefinite Quantity Low Voltage Work**. 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 Diane Randell, at Diane.Randell@rockdalecountyga.gov.

Rockdale County Finance Department

Purchasing Division

Attn: Diane Randell

958 Milstead Avenue

Conyers, GA 30012

Phone: (770) 278-7557

E-mail: Diane.randell@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.

BID COPIES FOR EVALUATION:

One (1) original hard copy, and 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.

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 (3) 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.

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, June 11, 2026**. 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 Diane.Randell@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Friday, June 5, 2026**. 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.

QUANTITIES

The quantities listed in the Proposers Response Schedule are provided as an estimate for proposal purposes. The County will not be obligated to quantities beyond actual needs.

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 X / will not apply to this RFP.

QUALIFICATIONS OF OFFERORS:

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

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

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

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

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

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County 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 waive any technicalities or informalities if such action is in the county's interest.

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

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

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

EVALUATION CRITERIA:

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

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

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

- (A) The contractor's proposed unit pricing in conformity with all requirements of the RFP. **(40%)**
- (B) The qualifications and experience of those personnel whom the contractor will assign to the Project. **(35%)**
- (C) The contractor's prior experience in successfully completing similar projects on time, within budget, and without unnecessary contractual disputes, claims, arbitration or litigation. **(20%)**
- (D) The financial strength of the contractor in relation to the cost of construction. **(5%)**

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:

Coverages:Limits of Liability:

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	

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. **26-05**, 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.

SCOPE OF SERVICES:

A. Overview:

Rockdale County requests proposals for an Indefinite Delivery/Indefinite Quantity contract for Low Voltage Construction Services on various county projects. The successful bidder will provide services on a per unit basis to include, but not limited to, telephone, data, security, fiber optic, audio/visual and related equipment consulting and installation. Proposals will be evaluated and ranked through a qualifications-based selection process with cost being one component of the evaluation. The highest ranked firm will receive a negotiated unit rate contract and will be employed on an as needed basis on various projects. For each project a scope of services and not to exceed fee will be agreed upon between the firm and the County and executed through a Work Order type agreement (see example attached).

B. General:

1. Contractor shall provide installation, consultation and/or other services as needed for low voltage projects on an as needed basis by providing a Project Proposal with scope of services as requested by County representative.
2. Each Project Proposal shall be attached to a Work Order and shall be used as the scope of services for each individual project.
3. The contractor's personnel shall have the qualifications, knowledge, and experience to properly and reliably perform the Services described herein.
4. The contractor shall always provide sufficient qualified personnel to perform the Services required in a timely, accurate, and professional manner.
5. The contractor shall perform all work in coordination with the County's schedule and/or other contractors engaged by the county.
6. Contractor shall take necessary precautions to protect any adjacent facilities and/or environment during the course of installation
7. Contractor shall protect drywall and limit penetrations to a size adequately covered by faceplate without patching or repainting of drywall.
8. Contractor must clean up site after completion of the work and must dispose of all trash, materials, packaging, etc.
9. Contractor shall provide telephone, data, security, fiber optic, and/or audio/visual wiring, jacks, equipment, and labor as described below and in accordance with all laws, codes, ordinances, and industry best practices.
10. All pricing on Bid Form shall be inclusive of overhead and profit.

C. Per Drop Services:

1. Contractor shall provide either a single or double drop of Cat 6a cable as indicated on bid form to include the following:
 - a. Provide telephone or data terminations as appropriate
 - b. Length of cable not to exceed 295ft
 - c. Terminate on both ends
 - d. Certify installed cable to meet minimum standards of EIA/TIA
 - e. Included face plate appropriate to number and type of terminations and matching existing facility style or new facility style as specified
 - f. Include datacom wall box or bracket as needed
 - g. Labeling to match and continue county labeling system (user end to be labeled on face plate, network end to be labeled on cable)
 - h. Pricing on bid form shall be inclusive of materials, labor, overhead, profit, and all other items needed to perform complete scope of work

- i. For example: the county adds two workstations to an office and requests two double drops from the existing switch which has adequate expansion space to accommodate new workstations. Bidder has indicated \$150 per double drop on bid form. Total cost to county for this work is \$300.

D. Equipment Mark-up:

1. Contractor shall provide equipment requested by County on a per project basis to include, but not be limited to:
 - a. IT equipment: network switches, routers, hubs, building network cabling (not including "Per Drop" cabling), racks, etc.
 - b. Audio/visual equipment: monitors, racks, microphones, switchers, scalers, amplifiers, speakers, etc.
 - c. Security equipment: CCTV cameras, DVRs, racks, cabling, etc.
2. Contractor shall itemize each piece of equipment on the project proposal and show the contractor's cost as well as the markup
3. Contractor may lump miscellaneous hardware, cables, and connectors together without itemizing

E. Man-hour Cost:

1. Contractor shall provide cost per 1-man crew and 2-man crew as billable hours inclusive of all labor costs (insurance, mileage, overtime, etc)
2. Contractor shall provide manhour costs requested by County on a per project basis.
3. Contractor's proposal shall provide the type of crew needed and a "not to exceed" number of manhours to complete the project.
4. Contractor shall bill the county only for the number of personnel needed to perform the task required. Trainees or additional riders shall not be billed as a larger crew than needed.
5. Contractor shall inform the county representative immediately upon encountering any unforeseen condition which might require additional manhours and shall negotiate with county representative for change order terms and conditions.
6. In some cases, the County will have staff or personnel available to work with contractor. Such unskilled labor shall be utilized by the contractor as much as possible and shall be accommodated in the Contractor's project proposal by reducing the crew size needed by the Contractor.
7. For projects that require consultation services, contractor shall provide a separate line on the Project Proposal which itemizes the consulting services needed on a "not to exceed" basis.

F. Subcontractors:

1. Subcontractors retained by contractor shall be included in a cost proposal as either a lump sum fee (without markup) or as a not to exceed manhour cost (according to proposal) as appropriate.

G. Existing Facility Installation:

1. Contractor shall be given access to enter onto County property on an as needed basis for installation.
2. Contractor shall take all necessary precautions to protect the existing facility and work around existing staff in a professional manner.
3. Contractor shall coordinate work schedule with County representative and shall perform work according to the individual department schedule as required. Work to be performed afterhours or on weekends shall be subject to the same manhour cost as indicated in proposal.

4. Contractor shall work with existing County equipment and conditions and shall not require additional equipment, access, or support without prior notification to County representative.

H. New Facility Installation:

1. Contractor shall coordinate all work with the County representative as well as with any other contractor engaged by the County.
2. Contractor shall provide a project proposal according to any plans provided by County using the following breakdown:
 - a. (Number of Drops) X (Per Drop cost on Bid Form)
 - b. (Equipment items) X (equipment markup on Bid Form)
 - c. (Man hours needed) X (Manhour cost on Bid Form)
 - d. Contingency cost ("a" + "b" + "c" X 10%)
 - e. Total (a+b+c+d)
3. Cost proposal shall represent the "not to exceed price" for the project. Any changes or unforeseen costs shall be negotiated with County representative prior to performance of any additional work.

PROPOSAL FORM

Instructions: Complete all THREE parts of this bid form.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

PART I: Proposal Summary

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

1.	Per Drop Service – Single Cat 6a	\$
2.	Per Drop Service – Double Cat 6a	\$
3.	Equipment Mark-Up	%
4.	Man-Hour Cost – One (1) Man Crew	\$ /HR.
5.	Man-Hour Cost – Two (2) Man Crew	\$ /HR.

PART II: Addenda Acknowledgements (if applicable)

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

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

PART III: Vendor Information:

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

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

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ (owner, partner officer, representative, or

agent) of _____, the Vendor that has submitted the attached RFP;

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

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

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

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

(Signed) _____

(Title) _____

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

Name _____

Title _____

My commission expires (Date) _____

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

State of _____)

County of _____)

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

- (1) He/She is _____ (owner, partner officer, representative, or agent) of _____, the sub-contractor that has submitted the attached RFP;
- (2) He is fully informed respecting the preparation and contents of the attached RFP and of all pertinent circumstances respecting such RFP;

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

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

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

 (Signed)

 (Title)

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

Name _____

Title _____

My commission expires (Date) _____

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

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

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

Federal Work Authorization User Identification Number _____

Date of Authorization _____

Name of Contractor _____

Name of Project _____

Name of Public Employer _____

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

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

Signature of Authorized Officer or Agent _____

Printed Name and Title of Authorized Officer or Agent _____

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

NOTARY PUBLIC
My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on ____, ____, 202__ in ____ (city), ____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on ____, ____, 202__ in ____ (city), ____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

Affidavit Verifying Status for County Public Benefit Application

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

1) _____ I am a United States citizen

OR

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

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

Signature of Applicant: _____ Date _____

Printed Name: _____

* _____
Alien Registration number for non-citizens

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

Notary Public
My commission Expires: _____

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

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:

SAMPLE CONTRACT (PAGE 1 OF 7)

AGREEMENT FOR THE CONSTRUCTION OF THE [PROJECT NAME]

This Agreement entered into on this _____ day of _____, 2026, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and [CONTRACTOR'S NAME], a [DESCRIPTION OF CONTRACTOR'S BUSINESS TYPE], whose address is [CONTRACTOR'S ADDRESS] (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the construction of the [PROJECT NAME]; and

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

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

1. Services Provided by Contractor.

The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the construction of the [PROJECT NAME] as described in the County's Request for Proposal (RFP) [RFP#26-05] incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated **June 11, 2026**, attached hereto and made a part hereof (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Stormwater Utility's General Engineering Manager or their designee and consistent with all Federal, State and Local laws.

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

2. Fees and Compensation.

(a) Contract Price: The Contract Price shall not exceed [CONTRACT AMOUNT] and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. The County shall provide payment within thirty (30) days of receiving said invoice.

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

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

SAMPLE CONTRACT (PAGE 2 OF 7)

(b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

- (1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.
- (2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

(c) **Retention:** The County will retain the following amounts from each properly certified estimate:

- (1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 10 percent of the value of all Work satisfactorily completed, including stored materials.
 - (2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.
 - (3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.
- Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the County.

3. **Effective Dates of Agreement.**

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be twelve (12) months from the effective date, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the Notice to Proceed and shall complete the Work no later than one hundred twenty (120) days after issuance of the Notice to Proceed unless a time extension is authorized in writing by the Project Manager.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$100.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

SAMPLE CONTRACT (PAGE 3 OF 7)

4. **Rejection of Work and Materials.**

All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**

The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**

The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

7. **Insurance.**

The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the Invitation to Bid, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**

The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment, and operations to be affected and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power, or other means necessary to sustain facility operations.

SAMPLE CONTRACT (PAGE 4 OF 7)

9. **Protection of Work, Property and Persons.**

(a) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

(c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due, or which may become due the Contractor under this Contract.

(d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury, or loss.

(e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

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

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

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

SAMPLE CONTRACT (PAGE 5 OF 7)

11.

Protection, Location and Relocation of Utilities.

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

12.

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

12.

Mutual Release/Indemnification.

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

13.

Termination of Agreement.

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

14.

Notice.

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

To the County:

Rockdale County, Georgia
Department of Finance
Attn: [PROJECT MANAGER]
P.O. Box 289
Conyers, Georgia 30012

To the Contractor:

[COMPANY NAME]
Attn: [REPRESENTATIVE]
[ADDRESS 1]
[ADDRESS 2]
[CITY, STATE, ZIP CODE]

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

15.

Assignment.

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

SAMPLE CONTRACT (PAGE 6 OF 7)

16. **Corporate Authority.**

Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver.**

No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability.**

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation.**

Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction.**

The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law.**

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

22. **Binding Effect.**

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

23. **Further Assurances.**

The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

SAMPLE CONTRACT (PAGE 7 OF 7)

24. **Entire Agreement.**

This Agreement, its attachments, and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

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

[CONTRACTOR'S NAME]

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____

By: JaNice Van Ness, Chair & CEO

Witness:

Attest:

By: _____

By: Jennifer Rutledge, Director/County Clerk

Approved as to Form:

By: M. Qader A. Baig, County Attorney

REFERENCES

Instructions: Type or clearly print all information.

Reference #1

Name of Project Owner: _____
Project Description and Location: _____

Contracted Dollar Amount: _____
Completed Dollar Amount: _____
Scheduled Completion Date: _____
Actual Completion Date: _____
Contact Person's Name: _____
Contact Phone: _____
Contact Fax: _____
Contact E-mail: _____

Reference #2

Name of Project Owner: _____
Project Description and Location: _____

Contracted Dollar Amount: _____
Completed Dollar Amount: _____
Scheduled Completion Date: _____
Actual Completion Date: _____
Contact Person's Name: _____
Contact Phone: _____
Contact Fax: _____
Contact E-mail: _____

Reference #3

Name of Project Owner: _____
Project Description and Location: _____

Contracted Dollar Amount: _____
Completed Dollar Amount: _____
Scheduled Completion Date: _____
Actual Completion Date: _____
Contact Person's Name: _____
Contact Phone: _____
Contact Fax: _____
Contact E-mail: _____

Representative's Signature: _____ Date: _____

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: _____

PROPOSERS 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:

_____ Proposal Form (See Page 13)

_____ References -OR- Contractor's Qualifications Statement & Questionnaire (See Page 31)

_____ Subcontractors (See Page 32)

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

_____ All Applicable Affidavit Forms (See Pages 14-19)

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.

Contract No. _____

SAMPLE CONTRACT
UNIT PRICE CONTRACT FOR INDEFINITE DELIVERY/INDEFINITE QUANTITY
LOW VOLTAGE WORK

This is a sample contract and the County reserves the right to make revisions if deemed necessary.
It is not to be completed at this time.

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 Indefinite Delivery/Indefinite Quantity Low Voltage Work.

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. 26-05, attached hereto as SCOPE OF SERVICES 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 Scope of Services.

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 _____, 2026 through _____, 2027. The term of the Agreement shall be for one (1) year and shall include three (3) additional twelve (12) month 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 Scope of Services and Proposal Form. 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. Proposal Form identifies the rates and unit cost to be utilized in performance of the Services described in Scope of Services. 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 the Proposal Form 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 the Scope of Services, 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, representative's, 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 Proposal Form.

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 Scope of Services. 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 the Insurance Requirements, 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: Tina Malone, Procurement Manager

If intended of the CONTRACTOR, to: William Halstead, Physical Link Communications, LLC

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. For purposes of executing this Agreement and any Change Orders, electronic/scanned/photocopied 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.

~SIGNATURE SECTION FOLLOWS ON NEXT PAGE~

Contract No. 2026-_____

EXECUTED this the _____ day of _____, 2026, by the COUNTY signing by and through its COUNTY Chair, authorized to execute same by Board of Commissioners and by the CONTRACTOR, acting through its duly authorized officials.

ROCKDALE COUNTY, GEORGIA

AWARDED VENDOR NAME INSERTED HERE

By: _____
JaNice Van Ness, Chair & CEO

By: _____

Name & Title (Typed or Printed)

Federal Tax I.D. Number

Attest:

Attest:

Jennifer Rutledge, Director/
County Clerk

Corporate Secretary or Assistant Corporate
Secretary

Approved as to form:

M. Qader A. Baig, County Attorney