# INVITATION TO BID

#### BID NO. 11-1-15-7

# ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS CHATHAM COUNTY FACILITIES

# MANDATORY PRE-BID CONFERENCE: 10:00A.M. AUGUST 11, 2010 (TO BE HELD AT SAVANNAH-CHATHAM CNT ADMINISTRATIVE BUILDING)

BID OPENING: 2:00PM, AUGUST 24, 2010

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

# PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER HARRIS ODELL JR.

COMMISSIONER JAMES J. HOLMES

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

# DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.

| X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS   |
|--|
| X SURETY REQUIREMENTS  |
| X PROPOSAL   |
| PLANS/DRAWINGS   |
| X BID SCHEDULE   |
| PERFORMANCE BOND - (Shall be required at time of contract award)   |
| PAYMENT BOND - (Shall be required at time of contract award)   |
| CONTRACT   |
| X LEGAL NOTICE   |
| X_ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. IMMIGRATION AND SECURITY FORM; E. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT, F. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION. |
| $\underline{X}$ DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.  |
| COUNTY TAX CERTIFICATE REQUIREMENT - Contractor must supply a copy of their Tax Certificate from their location in the State of Georgia, as proof of payment of the occupational tax where their office is located.  |
| CURRENT TAX CERTIFICATE NUMBER CITY COUNTY   |
| OTHER  |

The Chatham County of Commissioners have established goals to increase participation of minority and female owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or female business is defined as a business with 51% or greater minority of female ownership. Please check ownership status as applicable:

| African-American   | Asian American                                   | Hispan                                   | ic  |
|--|--|--|---|
| Native American or Alaska  | n Indian   | Female                                   | _   |
| In the award of "Competitive several evaluation criteria un Proposal.                | ve Sealed Proposals"<br>ised in the award pro    | , minority/femal<br>cess when specif     | e participation may be one of<br>ied as such in the Request for   |
| RECEIPT IS HEREBY ACK  | NOWLEDGED OF                                     | ADDENDA NUN                              | /BERS   |
| The undersigned bidder certifacknowledges that his/her faidisqualifying his/her bid. | Ties that he/she has reculure to return each, co | eived the above lis<br>mpleted and signe | sted and marked documents and<br>ed as required, may be cause for |
| BY:  |  |  |   |
| SIGNATURE  |  |  |   |
| TITLE:   | ***************************************          |  |   |
| COMPANY  |  |  |   |

# CHATHAM COUNTY, GEORGIA OFFICE OF THE PURCHASING AGENT POST OFFICE BOX 15180 SAVANNAH, GEORGIA 31416 (912) 790-1623

Date: 26 July 2010 BID NO. 11-1-15-7

#### GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at <u>The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00PM local time, 24 AUGUST 2010, at which time they will be opened and publicly read. The County reserves the right to reject <u>all</u> bids that are non-responsive or not responsible.</u>

Instructions for preparation and submission of a bid is contained in this Invitation For Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you do not submit a bid, return the signed "No Bid Statement" sheet and state the reason; otherwise, your name may be removed from our bidders list.

A MANDATORY pre-bid conference has been scheduled to be conducted <u>at the Savannah</u>. Chatham CNT Administrative Building, 71 Ross Road, Savannah, at 10:00 AM, 11 AUGUST 2010, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. You are required to attend. If a bidder is not represented at the on-site pre-bid conference, he will not be permitted to submit a bid.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged

Business Enterprises Program.

This project <u>IS NOT</u> a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.22 for MBE/WBE participation goals.

#### INSTRUCTIONS TO BIDDERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids are governed by the <u>Code of Chatham County</u>, Chapter 4, Article IV, and the laws of the State of Georgia.

# 1.2 How to Prepare Bids: All bids shall be:

- a. Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be submitted.
- b. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. ALL SIGNATURE SPACES MUST BE SIGNED.

Bidders are encouraged to review carefully all provisions and attachments of this document prior to submission. Each bid constitutes an offer and may not be withdrawn except as provided herein.

#### 1.3 How to Submit Bids: All bids shall be:

- a. An original and <u>duplicate</u> copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.
  - 1. Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31416.
  - 2. Hand Delivery: Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.

BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

- How to Submit an Objection: Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
  - a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
  - b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
  - c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Failure to Bid:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **Responsible / Responsive Bidder:** Responsible Bidder means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. Responsive Bidder means a person or entity that has submitted a bid or proposal that conforms in all

material respects to the requirements set forth in the invitation for bids or request for proposals.

- 1.10 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.12 Local Preference: On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference Ordinance that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the "right to first refusal". This ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. NOTE: Local Preference does not apply to Public Works Construction contracts.
- 1.13 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.
  - \*\* All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for the Board, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

1.14 **Performance Evaluation:** On 11April 2008, the Chatham County Board of Commissioners

approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Agent.

- 1.15 **Payment of Taxes**: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.
- 1.16 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008:
  - \*Residential Basic Contractor (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).
  - \*Residential Light Commercial Contractor (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).
  - \*General Contractor (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

A copy of your licence must be a part of your bid documents at the time of the bid opening.

1.17 **Immigration:** On 1 July 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <a href="http://www.dol.state.ga.us/spotlight/">http://www.dol.state.ga.us/spotlight/</a> employment/rules. You may go to <a href="http://www.uscis.gov">http://www.uscis.gov</a>, to find the E-Verify information.

Protection of Resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract

Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

#### GENERAL CONDITIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of <u>sixty (60)</u> days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- Quality: All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee/Warranty:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship for one (1) year on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.8 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated

- to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 Cancellation of Contract: The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
  - (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.

Qualification of Business (Responsible Bidder or Proposer): A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or unresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.15 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.

**NOTE**: No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

2.16 Insurance Provisions, General: The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.

It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.

- 2.16.1 General Information that shall appear on a Certificate of Insurance:
  - I. Name of the Producer (Contractor's insurance Broker/Agent).
  - II. Companies affording coverage (there may be several).
  - III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
  - IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
  - V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
  - VI. Certificate Holder (This is to always include Chatham County).

Chatham County as an Additional Insured: Chatham County invokes the defense

of sovereign immunity. In order not to jeopardize the use of this defense, the County **is not** to be included as an Additional Insured on insurance contracts.

### 2.16.2 Minimum Limits of Insurance to be maintained for the duration of the contract:

- a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- b. Worker's Compensation and Employer's Liability: Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

#### 2.16.3 Special Requirements:

- a. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods**: The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.

- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- f. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- h. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

# 2.16.4 Additional Coverage for Specific Procurement Projects:

a. **Professional Liability:** Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits:
Coverage Requirement:

\$1 million per claim/occurrence

If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> if tail coverage has been purchased and the duration of the coverage.

coverage.

b. Builder's Risk: (For Construction or Installation Contracts) Covers

against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: Occupancy Clause - permits County to use the
facility prior to issuance of Notice of Substantial Completion.

- 2.17 Compliance with Specification Terms and Conditions: The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.20 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
  - a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
  - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
  - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

- 2.21 Not Used.
- 2.22 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/female, small and disadvantaged business participation in construction, professional services, and general procurement.
  - a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "Good Faith Effort" in obtaining the goal established for M/WBE participation.
  - b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through MBE/FBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Female Business Enterprise participation.

# Goals established for this project is 12% MBE / 5% WBE.

- c. A Minority/Female Business Enterprise (M/FBE) is a business concern that is at least 51% owned by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.23 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBEs. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered <u>nonresponsive</u>.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms. For information on the program or M/WBE contractors/vendors please contact Ms. Arneja Riley, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, (912) 652-7849 fax, or email alriley@chathamcounty.org.

2.24 **GEORGIA OPEN RECORDS ACT** - The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

Responses to RFPs shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners.

The vendor and their bid price in response to IFBs will be read allowed at public bid openings. After Bid Tabulations, the IFB shall be available for public viewing.

Chatham County shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the County, at any time during the solicitation evaluation process.

- 2.25 **GEORGIA TRADE SECRET ACT of 1990 -** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.26 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.27 **EXCEPTIONS**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
  - a. Cost estimates relating to a <u>proposed</u> procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror,

upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- 2.28 **REFERENCES \$500,000 or more:** For bidders to be responsive each must provide information on the most recent five (5) projects with similar scope of work as well as other information to determine experience and qualifications as follows:

| a. | Project Name:           |
|----|-------------------------|
|    | Location:               |
|    | Owner:                  |
|    | Address:                |
|    | City and State:         |
|    | Contact:                |
|    | Phone & Fax:            |
|    | *Architect or Engineer: |
|    | Contact:                |
|    | Phone & Fax:            |

- b. The awarded bid amount and project start date.
- c. Final cost of project and completion date.
- d. Number of change orders.
- e. Contracted project completion in days.
- f. Project completed on time. Yes No Days exceeded .....
- g. List previous contracts your company performed for Chatham County by Project Title, date and awarded/final cost.
- h. Has contractor ever failed to complete a project? If so, provide explanation.
- i. Have any projects ever performed by contractor been the subject of a claim or lawsuit by or against the contractor? If yes, please identify the nature of such claim or lawsuit, the court in which the case was filed and the details of its resolution.

\$499,000 and less: Provide references from owners of at least three (3) projects of various sizes. Include government owners if possible. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government. Provide in the format as in (a) above on the attached form.

Failure to provide the above information may result in your firm's bid being rejected and ruled as non-responsive.

#### ADDITIONAL CONDITIONS

3.1 **Price Change:** Preference shall be given to the bidder submitting the lowest and best firm price as his bid. Should it be found that due to unusual market conditions it is to the best interest of the County to accept a price with an escalation clause, the following shall apply:

The contract price shall be frozen for a specified period. This period must be shown on your bid 11-1-15-7. Cost data to support any proposed increase must be submitted to the Purchasing Agent not less than ten (10) days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of bona fide material cost increases which may be passed on to the consumer. No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating "price in effect at time of shipment" will be considered invalid.

3.2. <u>METHOD OF COMPENSATION</u>. The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the

amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.

Should the Project begin within any one month, the first invoice shall cover the partial period from the beginning date of the Project through the last day of the month (or on a mutually agreeable time) in which it began. The invoices shall be submitted each month until the Project is completed. Invoices shall be itemized to reflect actual expenses for each individual task; also refer to the requirements concerning changes, delays and termination of work under Sections I-8, 9, and 10 of the contract. Each invoice shall be accompanied by a summary progress report which outlines the work accomplished during the billing period and any problems that may be inhibiting the Project execution. The terms of this contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

As long as the gross value of completed work is less than 50% of the total contract amount, or if the contractor is not maintaining his construction schedule to the satisfaction of the engineer, the County shall retain 10% of the gross value of the completed work as indicated by the current estimate approved by the engineer.

After the gross value of completed work becomes to or exceed 50% of the total contract amount within a time period satisfactory to the County, then the total amount to be retained may be reduced to 5% of the gross value of the completed work as indicated by the current estimate approved by the engineer, until all pay items are substantially completed.

When all work is completed and time charges have ceased, pending final acceptance and final payment the amount retained may be further reduced at the discretion of the County.

The CONTRACTOR may submit a final invoice to the County for the remaining retainage upon COUNTY'S acceptance of the Certificate of Substantial Completion. Final payment constituting the entire unpaid balance due shall be paid by the COUNTY to the CONTRACTOR when work has been fully completed and the contract fully performed, except for the responsibilities of the CONTRACTOR which survive final payment. The making of final payment shall constitute a waiver of all claims by Chatham County except those arising from unsettled liens, faulty or defective work appearing after substantial completion, failure of the work to comply with the requirements of the Contract Documents, or terms of any warranties required by the Contractor Documents or those items previously made in writing and identified by the COUNTY as unsettled at the time of final application for payment. Acceptance of final payment shall constitute a waiver of all claims by the CONTRACTOR, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of final application for payment.

#### 3.2.1. **NOT USED**

#### 3.2.2. **NOT USED**

### 3.3 SURETY REQUIREMENTS and Bonds:

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- B. Contractor(s) shall be required at time of contract to shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or surities for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;

#### 3.4 WARRANTY REQUIREMENTS:

- a. Provisions of item 2.7 apply.
- b. Warranty required.
  - 1. Standard warranty shall be offered with bid.
  - 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

- 3.5 Terms of Contract: (check where applicable):
- X a. Annual Contract (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)
  - b. One-time Purchase
  - c. Other **ONE TIME CONTRACT**

#### 3.6 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination of all its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, 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 Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

### 3.7 COOPERATIVE PURCHASING AGREEMENT:

As part of the National trend involving Joint or Cooperative Purchasing Programs, all bidders are to indicate below that a contract award as a result of this bid is open to all Government entities within the four (4) County areas that include Chatham, Bryan, Effingham and Liberty Counties. The Counties are in *NO WAY OBLIGATED* to make purchases of services from the resulting contract and would have to supply their own needs to the Contractor.

|             | /Yes | <br>/No |
|-------------|------|---------|
|             |      |         |
| Exceptions: |      |         |

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CHATHAM COUNTY PURCHASING OFFICE WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents

contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

| This                                    | day of | 20         |   |
|---|--------|------------|---|
| вү                                      |        |            |   |
|   |        | SIGNATURE  |   |
|   |        | TITLE      |   |
| *************************************** |        | COMPANY    |   |
|   | Phone  | / Fay No's | · |

# CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid <u>is not</u> required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid **shall not** be required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Chatham County Purchase Order, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with Chatham County to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges Chatham County's right to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or:
- E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
  - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
  - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

| COMPANY          | DATE    |
|------------------|---------|
| SIGNATURE        | TITLE   |
| TELEPHONE NUMBER | <u></u> |

#### CHATHAM COUNTY, GEORGIA

#### INVITATION FOR BIDS

#### **SPECIFICATIONS FOR:**

BID NO. 11-1-15-7

# ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS CHATHAM COUNTY FACILITIES

#### GENERAL INFORMATION:

The purpose of this proposal is to establish specifications and solicit bids for an annual contract for specialized lawn care services for various Chatham County facilities as listed herein. For additional information concerning specifications, please contact, Superintendent, Facilities Maintenance and Operations at (912) 652-7871. Detailed specifications are as follows:

#### **4.1 CONTRACT SPECIFICATIONS:**

- 4.1.1 The contract period will be for a period of one (1) year with automatic renewal options for four (4) additional one year terms. *UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS*. Contract prices are to remain fixed for the duration of the contract.
- 4.1.2 County Tax Certificate Requirement: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.
- 4.1.3 No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.
- 4.1.4 Bidders are required to furnish with their bid, a list of the equipment which will be used in the performance of this contract. Chatham County reserves the right to visit bidder's place of business to verify equipment and personnel availability.
- **4.2 SITE LOCATIONS:** Successful Contractor will be required to provide the services specified herein at the following Chatham County facilities:

| Location: | Facility:   | Address:                   |
|-----------|---|----------------------------|
| Site 1    | Chatham County Citizens Service Center                      | 1117 Eisenhower Drive      |
| Site 2    | Chatham County Tag Office                                   | 1135 Eisenhower Drive      |
| Site 3    | Savannah-Chatham Metro Police Department<br>Annex           | 295 Police Memorial Drive  |
| Site 4    | Savannah-Chatham CNT Administrative<br>Building & Warehouse | 71 & 73 Ross Road          |
| Site 5    | Savannah-Chatham Police Precinct #5                         | 54 Johnny Mercer Boulevard |
| Site 6    | Juvenile Court Building                                     | 197 Carl Griffin Drive     |

#### 4.2.1 SITE 1 - CHATHAM COUNTY CITIZENS SERVICE CENTER:

Boundaries: front (Eisenhower Drive); west side (parking lot fence); back (fence) east side (½ of median between buildings in front and in back).

#### SITE 2 - CHATHAM COUNTY TAG OFFICE:

Boundaries: front (Eisenhower Drive); west side (½ median between buildings: back (fence); east side (street).

PLEASE NOTE: Chatham County has a serious problem of cigarette butt disposal in mulched areas at this facility. Contractor shall consider this factor when determining the type of mulch material to used at this location.

#### SITE 3 - SAVANNAH-CHATHAM METRO POLICE DEPARTMENT:

Boundaries - front (tree line and speed limit sign); north side (fence); back (area enclosed within fence); south side (tree line).

Service to north side of this facility will require the use of a hand mower.

Employee(s) providing service in the back area of this facility are required to meet the "Personnel Screening" requirements identified in Section 4.15.

# <u>SITE 4 - SAVANNAH-CHATHAM CNT ADMINISTRATIVE BUILDING & WAREHOUSE:</u>

Boundaries - all grounds inside of black tennis court screening and all lawn area from

screening to road side. Area in back of both buildings from building to fence will be maintained as to present a neat and clean appearance and will be raked every three (3) months or as needed during fall/winter months.

Employee(s) providing service to this site are required to meet the "Personnel Screening" requirements identified in Section 4.15.

# SITE 5 - SAVANNAH-CHATHAM POLICE PRECINCT #5:

Boundaries - lawn areas are as follows and are as viewed from facing front of building. Left side, cut lawn to single pine trees. Rear of building, cut lawn to swell and edge of small pine forest. Right side of building, cut lawn and trim shrubbery both sides on entry road. Also, lawn area to intersecting road will be cut. Pine forest bordering Johnny Mercer Boulevard will be raked and maintained as to present a neat appearance. Area may need weed eating and/or bush hogging. Both sides on exit road are part of contract.

#### SITE 6 - JUVENILE COURT:

Boundaries: front of building, cut around flag pole. Right side parking lot, cut an eight (8) foot area from parking lot road not to exceed line of small trees. Porta buildings not part of contract. Cut only on left side of road leading to back area. Stop at fence areas left side and back of building.

#### 4.3 SCOPE OF WORK- LAWN & TURF AREAS:

- 4.3.1 Contractor will mow lawn areas every 14 days. Service will be increased from every 14 days to every 10 days during the months of April, May, June, July, August, September and October.
- 4.3.2 To avoid damage, Contractor will not mow any lawn area to a height of less than 1-1/2".
- 4.3.3 It will be the Contractor's responsibility to maintain all lawn areas in a neat and attractive condition. LITTER AND DEBRIS MUST BE COLLECTED, REMOVED, AND PROPERLY DISPOSED OF PRIOR TO MOWING ANY LAWN AREA. Contractor will dispose of all debris "Off Site" in compliance with all County and State codes, bylaws, and ordinances. Once mowing is completed, Contractor will sweep and remove any dirt and/or grass clippings from curbs, paved areas, sidewalks, or streets which adjoin the grassed areas.
- 4.3.4 Clippings may be left on turfed areas unless they pose damage to the lawn.

- Contractor will remove all clippings which may cause turf damage. If clippings are determined by the County representative to be unsightly, Contractor will be required to spread by double mowing or by use of a mulching mower.
- 4.3.5 Contractor will furnish and apply a "slow release" fertilizer at the manufacturer's recommended rate to all lawn and turf areas, twice annually. Fertilizer will be applied in the Spring and Fall of each year.
- 4.3.6 Contractor will furnish and apply a pre-emergent weed killer at the manufacturer's recommended rate, along all fenced areas, pavement cracks, along building edges, curbs, and in open spaces which contain rocks or gravel. Weed killer will be applied twice annually, in the Spring and Fall of each year.
- 4.3.7 Contractor will furnish and apply appropriate insecticides at the manufacturer's recommended rate, a minimum of twice annually, to control insect damage and will immediately notify County representative if additional or supplemental applications are required between service visits.
- 4.3.8 During the "non-growing" season, the Contractor will be required to rake, bag, and to dispose of all fallen leaves.

#### 4.4 SCOPE OF WORK-BEDDING AREAS:

- 4.4.1 Contractor will furnish and apply a slow release fertilizer, at the manufacturer's recommended rate, to all plants contained in bedding areas, twice annually. Fertilizer will be applied in the Spring and Fall of each year.
- 4.4.2 Contractor will prune all shrubbery and trees in a manner appropriate to each type of plant. Pruning will be done twice annually.
- 4.4.3 Contractor will be required to keep all beds free of weeds, seedlings, and unplanned growth and will "thoroughly" weed beds a minimum of once each quarter.
- 4.4.4 Contractor will furnish and apply pine straw or pine bark mulch <u>to a uniform depth</u> <u>of 3", measured two (2) weeks after application</u>, to all bedding areas. Straw or mulch will be applied twice annually, in April and in October.
- 4.4.5 Contractor will edge all beds as required to prevent the encroachment of lawn grass. Extreme care will be taken while trimming around trees to assure that injury to tree trunks does not occur.

# 4.5 SCOPE OF WORK- PARKING LOTS, PAVEMENT AREAS, AND STRUCTURES:

- 4.5.1 Contractor is required to clean the parking lots at each facility every fourteen days EXCEPT FOR SITE 1- CHATHAM COUNTY CITIZENS SERVICE CENTER, which will be cleaned twice a week. Parking lot cleaning will include the removal of any glass, paper, tree limbs, or any other debris located on site. It will be the Contractor's responsibility to dispose of all debris in accordance with Section 4.3.3.
- 4.5.2 Contractor will maintain and keep the edges of all drives, parking lots, sidewalks, and other paved areas free from the encroachment of all lawn and bedding areas. Weed killer will be applied to all parking lot, pavement, and structure edges in accordance with Section 4.3.6.
- 4.5.3 Contractor will maintain all areas contained within fences placed around air conditioners or air compressors. These areas will be kept free of plant growth.
- 4.5.4 Contractor will keep all fence and fence lines free of weeds, saplings, and uncontrolled grass growth.
- 4.5.5 Contractor will trim all shrubs and small trees, as required to prevent limbs or branches from causing damage to buildings, fences, or other structures.

# 4.6 REPORTING OF DAMAGE:

- 4.6.1 Contractor will immediately report any vandalism or storm damage to any tree, bush, or object which is located in the specified work area to the Chatham County representative.
- 4.6.2 Contractor will be responsible for repairing and/or replacing any tree, bush or object which is damaged by Contractor or an employee of the Contractor. All repairs and/or replacements are to be made within a one (1) week time frame, unless otherwise approved by Chatham County. If Chatham County is required to repair or replace any tree, bush, or object damaged by the Contractor, the total repair or replacement cost will be deducted from the Contractor's monthly payment.

# 4.7 EQUIPMENT:

- 4.7.1 Contractor will provide, maintain, fuel and transport any equipment which are required to perform the services specified herein. All mower blades must be kept sufficiently sharp so that a clean and even cut is provided. Mowers will be equipped with deflection devices and extreme caution will be exercised by the Contractor and his employees to insure public safety at all times.
- 4.7.2 All services provided will be considered "Turn Key". Any costs associated with equipment, tools, fuel, chemicals, pine straw, mulch, labor and travel time is to be

included in the monthly bid prices provided on the bid sheet of this solicitation document.

#### 4.8 PERSONNEL AND PUBLIC RELATIONS:

- 4.8.1 Contractor's personnel will at all times present a neat appearance, and all work will be performed in a professional manner. All complaints will be handled with due regard to County public relations. The County and the Contractor will each be promptly notified by the other of any complaints from the public or from adjacent property owners. Corrective action will be taken and said complainant will be advised within a 24 hour period as to when remedial action will be taken. Documentation (in writing) which describes the complaint, resolution, and completion of all actions will be forwarded to Superintendent, Facilities Maintenance and Operations, Chatham County Administrative/Legislative Courthouse, 124 Bull Street, Suite 210, Savannah, Georgia, 31402 or P.O. Box 8161, Savannah, Georgia, 31412.
- 4.8.2 When requested by Chatham County, the Contractor will immediately remove from County property any incompetent, abusive or disorderly person employed by the Contractor. Said employee will be replaced and will not be permitted to provide future service to the County.
- 4.8.3 Upon completion of services, Contractor will provide the County Representative with a written work order receipt of project completion. Work order receipt shall identify the location, date, scope of service(s) provided, employee/technician's name, and a release signature from County Representative.
- 4.8.4 Contractor personnel must be 18 years of age or older unless prior approval is obtained by Chatham County.

#### 4.9 SUPERVISION AND INSPECTION:

- 4.9.1 Contractor or a representative on his behalf, will inspect each site quarterly to ensure that a high level of work is being provided. Contractor will notify Chatham County one week prior to any scheduled inspection.
- 4.9.2 Operational control of the work provided under this contract will be the responsibility of the County. County Representative or his designee will accompany Contractor on a "walk through" of each site to further clarify or describe the maintenance methods to be used and procedure requirements. All work provided by the Contractor will comply with the specifications provided herein and is subject to inspection and acceptance by Chatham County.

#### 4.10 OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS:

4.10.1 Contractor will arrange to keep all sidewalks open for pedestrian traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. All warning signs and barricades will be furnished by and erected by the Contractor, as deemed necessary and warranted. It will be the Contractor's responsibility to remove all signs, barricades, surplus material and debris from streets and sidewalks as work progresses, so that the public will have adequate use of the affected areas.

#### 4.11 ACCIDENT PREVENTION:

- 4.11.1 The Contractor will exercise precaution at all times to provide protection to all persons and property. Safety provisions of all applicable laws and ordinances will be strictly observed and enforced. Chatham County may require the Contractor to discontinue hazardous work practices. Contract is required to have available the necessary guards and protective devices at the location where work is being performed. Guards and protective devices will be placed as required to prevent injury to the public or damage to public or private property.
- 4.11.2 Upon completion of work, Contractor will be responsible for ensuring that the entire work site is free of hazards (i.e. no holes, low branches, broken glass, graffiti, etc.).

#### 4.12 WORK HOURS:

4.12.1 All work to be provided under this contract will be performed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding all Federal, State, and County holidays, unless prior authorization if obtained from the Superintendent, Facilities Maintenance and Operations.

### 4.13 INSURANCE REQUIREMENTS:

The CONTRACTOR shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the CONTRACTOR's bid. Prior to the commencement of any work the CONTRACTOR shall obtain and furnish certificates of insurance to the COUNTY indicating the minimum lines of coverage as outlined in Section 2.16 of this bid package.

#### 4.14 BILLING/INVOICES:

4.14.1 All invoices shall identify the Agency name, site location, date(s) of service, and monthly cost for each site, as shown on the bid sheet. All invoices are to be mailed to:

Chatham County Facilities Maintenance and Operations Attention: Superintendent P.O. Box 8161 Savannah, GA 31412

#### Or delivered to:

Chatham County Facilities Maintenance and Operations Attention: Superintendent Chatham County Administrative/Legislative Courthouse 124 Bull Street, Suite 210 Savannah, GA 31402 (912) 652-7871 (Phone) (912) 652-7862 (Fax)

#### 4.15 PERSONNEL SCREENING:

All Contractor personnel assigned to Site 3 (Savannah-Chatham Metro Police Department) must not have a criminal history or have been convicted of a felony. Chatham County will be responsible for conducting all criminal background investigations and will provide Contractor with an identification badge for each employee that is approved. It will be the Contractor's responsibility to secure and "keep up" with all badges. New employees or subcontractors will not be allowed to access the back area of this facility until a background investigation is completed by Chatham County.

# 4.16 OUT OF SCOPE SERVICE REQUIREMENTS:

Any costs associated with "out of scope" lawn care services will be determined by and negotiated by Chatham County representative, on a "per job" basis, with the Contractor.

If an area contained within the contract perimeters has lapsed into an unacceptable state due to normal circumstances or the Contractor's neglect, it will NOT BE CONSIDERED AN "OUT OF SCOPE" SERVICE REQUIREMENT. As stated above, if remedial services are required, Contractor will be required to provide those services at no additional cost to Chatham County.

# BID SHEET ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS CHATHAM COUNTY FACILITIES

| Site: | Location:                                  | Service Frequency:                                | Monthly<br>Cost: | Annual<br>Cost: |
|-------|--|---|------------------|-----------------|
| 1     | Citizens Service Center                    | Every 14 days<br>(November 1 to March 31)         |                  |                 |
|       | Citizens Service Center                    | Every 10 days<br>(April to October 31)            |                  |                 |
|       | Citizens Service Center                    | Twice Weekly Litter<br>Collection<br>(Year Round) |                  |                 |
| 2     | Tag Office                                 | Every 14 days<br>(November 1 to March 31)         |                  |                 |
|       | Tag Office                                 | Every 10 days<br>(April to October 31)            |                  |                 |
| 3     | Police Department Annex                    | Every 14 days<br>(November 1 to March 31)         |                  |                 |
|       | Police Department Annex                    | Every 10 days<br>(April to October 31)            |                  |                 |
| 4     | CNT Administrative<br>Building & Warehouse | Every 14 days<br>(November 1 to March 31)         |                  |                 |
|       | CNT Administrative<br>Building & Warehouse | Every 10 days<br>(April to October 31)            |                  |                 |
| 5     | Police Department -<br>Precinct #5         | Every 14 days<br>(November 1 to March 31)         |                  |                 |
|       | Police Department -<br>Precinct #5         | Every 10 days<br>(April to October 31)            |                  |                 |
| 6     | Juvenile Court                             | Every 14 days<br>(November 1 to March 31)         |                  |                 |
|       | Juvenile Court                             | Every 10 days<br>(April to October 31)            |                  |                 |

| NAME/TILE      |  |
|----------------|--|
| COMPANY NAME   |  |
| ADDRESS        |  |
| CITY/STATE/ZIP |  |
| PHONE NUMBER   |  |
| FAX NI IMBER   |  |

# **LIST OF SUBCONTRACTORS**

| NAME AND ADDRESS | TYPE OF WORK |
|------------------|--------------|
|                  |              |
|                  |              |
|                  |              |
|                  |              |
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|                  |              |
|                  |              |
|                  |              |

SIGNED: CONTRACTOR

| PROJECT | CONTRACT<br>AMOUNT | ٥ | SUBCONTRACTED | % | AMOUNT TO M.B.E. | COMMENTS |
|---------|--------------------|---|---------------|---|------------------|----------|
|         |                    |   |               |   |                  |          |
|         |                    |   |               |   |                  |          |
|         |                    |   |               |   |                  |          |
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|         |                    |   |               |   |                  |          |
|         |                    |   |               |   |                  |          |
| TOTALS  |                    |   |               |   |                  |          |

#### ATTACHMENT A

#### DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE \*\*DRUG-FREE WORKPLACE\*\*, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

| 1.                                 | A Drug-Free Workplace will be provided of the contract; and  | for the employees du                              | uring the performance  |
|------------------------------------|--|---|------------------------|
| 2.                                 | Each sub-contractor under the direction of written certification:  | of the Contractor shall                           | l secure the following |
| _                                  | (CON<br>ree Workplace will be provided for the e<br>on as <b>ANNUAL CONTRACT FOR SPE</b>   |   | performance of this    |
|                                    | OUS CHATHAM COUNTY FACILITIE   |   | CARE SERVICES          |
| pursuant to pa<br>certifies that l | ragraph (7) of subsection (B) of Code Section (B) and Code Section (B) are will not engage in the unlawful man olled substance or marijuana during the p | ion 50-24-3. Also, th<br>nufacture, sale, distril | bution, possession, or |
| CONTR                              | ACTOR  | DATE  |                        |
| NOTAF                              | <u> </u>   | DATE  |                        |

### ATTACHMENT B

### PROMISE OF NON-DISCRIMINATION STATEMENT

| Know All Men By These Presence, that I (   | Name   |
|--|--|
| Title  | Name of Bidder   |
| County project procurement ANNUAL  | the privilege to bid/or propose on the following Chatham CONTRACT FOR SPECIALIZED LAWN CARE M COUNTY FACILITIES hereby consent, covenant   |
| discriminated against on the basis of race, of   | participation in, denied the benefit of or otherwise color, national origin or gender in connection with the bid ormance of the contract resulting therefrom;                    |
|  | is Company to provide equal opportunity to all business<br>interested with the Company, including those companies<br>, and women;  |
| aware of, understands and agrees to take a   | owledge and warrant that this Company has been made ffirmative action to provide minority and women owned opportunities to do business with this Company on this                 |
| (4) That the promises of non-discrimina throughout the duration of this contract w             | ation as made and set forth herein shall be continuing ith Chatham County;   |
| (5) That the promises of non-discriminat deemed to be made a part of and incorpora be awarded; | ion as made and set forth herein shall be and are hereby ted by reference in the contract which this Company may   |
| discrimination as made and set forth above   | o satisfactorily discharge any of the promises of non-<br>e may constitute a material breach of contract entitling the<br>and to exercise appropriate remedies including but not |
| Signature  | Date   |

# Attachment C DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

| List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.   |
|--|
| List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor. |
| List any convictions or civil judgments under states or federal antitrust statutes.  |
| List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.  |
| List any prior suspensions or debarments by any governmental agency.   |
| List any contracts not completed on time.  |
| List any penalties imposed for time delays and/or quality of materials and workmanship.  |
| List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.  |
|  |

| I.                         | , as   |
|----------------------------|--|
| Name of individua          | Title & Authority  |
| of                         | , declare under oath that  |
| Company Name               | And the second s |
| the above statements, incl | uding any supplemental responses attached hereto, are true.  |
| Signature                  |  |
| State of                   | <del>_</del>   |
| County of                  | <del></del>  |
| Subscribed and sworn to b  | before me on this day of   |
| 20 by                      | representing him/herself to be   |
|                            | of the company named herein.   |
|                            |  |
| Notary Pul                 | blic   |
| My Commission expires:     |  |
| Resident State:            |  |

DPC Form #45

#### Attachment D

#### IMMIGRATION AND SECURITY FORM

SB529 (The Ga Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must initial one of the sections below: Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at https://www.visdhs.com/EmployerRegistration and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seg. Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at https://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq. Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at RLINK"https://www.visddhs.com/EmployerRegistration"https://www.vis-dhs.com/EmployerRegistration to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seg.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

| Signature               | Title |  |
|-------------------------|-------|--|
| Firm Name:              |       |  |
| Street/Mailing Address: |       |  |
| City, State, Zip Code:  |       |  |
| Telephone Number:       |       |  |
| Email Address:          |       |  |

#### Attachment E

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A.13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

| EEV / Basic Pilot Program* User Identification Number | r    |
|---|------|
| BY: Authorized Officer or Agent<br>(Contractor Name)  | Date |
| Title of Authorized Officer or Agent of Contractor    |      |
| Printed Name of Authorized Officer or Agent           |      |
| SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 20 |      |
| Notary Public   |      |
| My Commission Expires:                                |      |

<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

#### SUBCONTRACTOR AFFIDAVIT

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 and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

| EEV / Basic Pilot Program* User Identification Number |      |  |
|---|------|--|
| BY: Authorized Officer or Agent (Subcontractor Name)  | Date |  |
| Title of Authorized Officer or Agent of Subcontractor |      |  |
| Printed Name of Authorized Officer or Agent           |      |  |
| SUBSCRIBED AND SWORN                                  |      |  |
| BEFORE ME ON THIS THE                                 |      |  |
| Notary Public My Commission Expires:                  |      |  |

<sup>\*</sup> As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

#### Attachment F

#### CHATHAM COUNTY, GEORGIA

END OF DOCUMENT Mod. CC P & C 6/2005

## BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

| Certification - the above information is true and com  | plete to the pest of my knowledge and belief. |
|--|---|
| (Printed or typed Name of Signatory)                   |   |
| (Signature)  |   |
| (Digitato)   |   |
| (Date)   |   |
| NOTE: The penalty for making false statements in offer | ers is prescribed in 18 U.S.C. 1001           |

## CHATHAM COUNTY PURCHASING DIVISION NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Chatham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot bid. Your "responsiveness" and "constructive" comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues you feel needs addressing.

| □<br>belo   | Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain ow)                    |  |  |
|---|---|--|--|
|   | Manufacturing - Unique item, production time for model or item has expired, etc.  |  |  |
|   | Bid Time - Insufficient time to properly respond to bid or proposal.  |  |  |
|   | Delivery Time - Specified delivery time cannot be met.  |  |  |
|   | Payment - Delay in payment terms. Please be specific.   |  |  |
|   | Bonding - We are unable to meet bonding requirements.   |  |  |
|   | Insurance - We are unable to meet insurance requirements.   |  |  |
|   | Removal - From bidders list for this particular commodity or service.   |  |  |
|   | Keep - Our company on your bidders list for future reference.   |  |  |
|   | Project is - Too Large Too Small Site Location Too Distant  |  |  |
| □<br>Ple  | Miscellaneous - Do not wish to bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. ase be specific. |  |  |
| (   | CONSTRUCTION PROJECTS: Please provide reason for obtaining a bid package. Check one below.  |  |  |
| Int   | erest in this project as a Prime Contractor, Sub-Contractor, Supplier   |  |  |
| The intent in obtaining this information, is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid which you feel has an impact on your inability to bid.  VENDOR STATEMENT |   |  |  |
|   |   |  |  |
| N   | OTE: RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING A BID.   |  |  |
| Sig   | gnature   |  |  |
| Bi  | d Number 11-1-15-7 Firm Name  |  |  |
| Te  | Telephone Number Fax Number   |  |  |
| Aı  | nnual Contract for Specialized Lawn Care Services for Various Chatham County Facilities   |  |  |

Purchasing Agent ... Telephone: 912-790-1623 or Fax: 912-790-1627

#### REFERENCE FORM

**REFERENCES - \$499,999 or less:** On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

| a.   | Project Name:   |
|------|---|
|      | Location:   |
|      | Owner:  |
|      | Address:  |
|      | City and State:   |
|      | Contact:  |
|      | Phone & Fax:  |
|      | *A 1'4-4 - Fraince  |
|      | *Architect or Engineer:   |
|      | Contact:  |
|      | Phone & Fax:  |
|      | Email:  |
| ь т  | The awarded bid amount and project start date.  |
|      | inal cost of project and completion date.   |
|      | Sumber of change orders   |
|      | Contracted project completion in days   |
|      | Project completed on time. Yes No Days exceeded                                       |
| 1. I | List previous contracts your company performed for Chatham County by Project Title,   |
|      | and awarded/final cost.   |
|      |   |
|      | Has contractor ever failed to complete a project? If so, provide explanation.         |
|      | Have any projects ever performed by contractor been the subject of a claim or lawsuit |
|      | or against the contractor?  |
|      | If yes, please identify the nature of such claim or lawsuit, the court in which       |
| the  | case was filed and the details of its resolution.                                     |

#### REFERENCE FORM

**REFERENCES - \$499,999 or less:** On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

| a.                | Project Name:   |
|-------------------|---|
|                   | Location:   |
|                   | Owner:  |
|                   | Address:  |
|                   | City and State:   |
|                   | Contact:  |
|                   | Phone & Fax:  |
|                   | *Architect or Engineer:   |
|                   | Contact:  |
|                   | Phone & Fax:  |
|                   | Email:  |
| c. d. e. f. g. da | The awarded bid amount and project start date  Final cost of project and completion date.  Number of change orders  Contracted project completion in days  Project completed on time. Yes No Days exceeded  List previous contracts your company performed for Chatham County by Project Title, ate and awarded/final cost.  Has contractor ever failed to complete a project? If so, provide explanation.  Have any projects ever performed by contractor been the subject of a claim or lawsuit |
|                   | y or against the contractor?  |
|                   | If yes, please identify the nature of such claim or lawsuit, the court in which   |
|                   | e case was filed and the details of its resolution.   |

#### REFERENCE FORM

**REFERENCES - \$499,999** or less: On July 25, 2003 the Board of Commissioners directed that all construction projects with a bid of \$499,999 or less, for bidders to be responsive each must provide information on the most recent three (3) projects with similar scope of work as well as other information to determine experience and qualifications as follows. If the contractor has performed any work for the Chatham County Board of Commissioners within the last five (5) years, at least one (1) of the three (3) owner references must be from the appropriate party within the Chatham County Government

| a.  | Project Name:   |
|-----|---|
|     | Location:   |
|     | Owner:  |
|     | Address:  |
|     | City and State:   |
|     | Contact:  |
|     | Phone & Fax:  |
|     |   |
|     | *Architect or Engineer:   |
|     | Contact:  |
|     | Phone & Fax:  |
|     | Email:  |
|     |   |
| b.  | The awarded bid amount and project start date.  |
| c.  | Final cost of project and completion date.  |
| d.  | Number of change orders.  |
| e.  | Contracted project completion in days.  |
| f.  | Project completed on time. Yes No Days exceeded                                       |
| g.  | List previous contracts your company performed for Chatham County by Project Title    |
| da  | ate and awarded/final cost.   |
| h.  | Has contractor ever failed to complete a project? If so, provide explanation.         |
| I.  | Have any projects ever performed by contractor been the subject of a claim or lawsuit |
| by  | y or against the contractor?  |
| _   | If yes, please identify the nature of such claim or lawsuit, the court in which       |
| the | e case was filed and the details of its resolution.                                   |

# LEGAL NOTICE CC NO. <u>164288</u>

#### Invitation to Bid

Sealed Bids will be received until 2:00 P.M. on AUGUST 24, 2010 and publicly opened in Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406, for: BID NO: 11-1-15-7 ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS CHATHAM COUNTY FACILITIES.

MANDATORY PRE-BID CONFERENCE has been scheduled to be conducted <u>at the SAVANNAH-CHATHAM CNT ADMINISTRATIVE BUILDING</u> at 71 Ross Road, Savannah, Georgia, at 10:00a.m., August 11, 2010, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. You are required to attend. If a bidder is not represented at the on-site pre-bid conference, he will not be permitted to submit a bid.

Bid Packages are available from the office of the Chatham County Purchasing & Contracting Department, at the above address.

The Bid Package can be downloaded and printed from the County Purchasing and Contracting website http://purchasing.chathamcounty.org. All firms requesting to do business with Chatham County must also register on-line at <a href="http://purchasing.chathamcounty.org">http://purchasing.chathamcounty.org</a>. For additional information concerning specifications, please contact Robin Maurer at (912) 790-1623.

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

WILLIAM R. PARSON, CPPO, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Jul 26, Aug 10, 2010

Please send affidavit to:

Chatham County Purchasing & Contracting Department

P.O. Box 15180

Savannah, Georgia 31416

(912) 790-1623