

INVITATION TO BID

PROPOSAL

BID NO. 11-3-3-3

ANNUAL REVENUE GENERATING CONTRACT FOR VENDING MACHINE SERVICES

FOR VARIOUS CHATHAM COUNTY PARK AND RECREATIONAL FACILITIES

PRE-BID CONFERENCE: 10 NOVEMBER 2010, 10:00 A.M.

BID OPENING: 18 NOVEMBER 2010, 2:00 P.M.

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

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

 SURETY REQUIREMENTS

X PROPOSAL

X BID SCHEDULE

 CONTRACT-(ON FILE AT THE CHATHAM COUNTY PURCHASING DEPARTMENT)

X LEGAL NOTICE

 AFFIDAVIT OF PAYMENT

X ATTACHEMENTS: A: DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATE; D. IMMIGRATION & SECURITY FORM; E. CONTRACTOR/SUBCONTRACTOR AFFIDAVIT & AGREEMENT.

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.

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her bid.

BY: _____
SIGNATURE

DATE

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process. For additional information concerning Chatham County's M/WBE Program, please contact Arneja Riley, at (912) 652-7860.

How did you learn about this solicitation? Please check one

VMIS Email _____

Website _____

Newspaper _____

Direct Mail _____

Other _____

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31406
(912) 790-1624

Date: 8 October 2010

BID NO. 11-3-3-3

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to supply Chatham County with equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, 1117 EISENHOWER DRIVE SUITE C, Savannah, Georgia, up to 2: 00 P.M., 18 November 2010 at which time they will be opened and publicly read. The Purchasing Agent reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid or proposal are contained in this Invitation for Bid/Proposal package. Please note that specific forms for submission of a bid/proposal are required. Bids must be typed or printed in ink. If you do not submit a bid/proposal, return the signed bid invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A ***PREBID CONFERENCE*** has been scheduled to be conducted in the Office of the Purchasing Agent, located at the Citizens County Citizens Center, Purchasing and Contracting Department, **Suite C, 1117 Eisenhower Drive, Savannah Georgia, AT 10:00 A.M., 10 November 2010** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. You are invited to attend.

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.

INSTRUCTIONS TO BIDDERS/PROPOSERS

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

1.2 HOW TO PREPARE BID PROPOSALS: All bid proposals 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 proposal. **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 BID PROPOSALS: All bid proposals shall be:

- A. **Submit an original and one copy in a sealed opaque envelopes, 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.**
 - a. **Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31416.**
 - b. **Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**

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

1.4 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 **BID TABULATION:** Tabulations for all bids will be posted for thirty (30) days preceding the bid opening in the Office of the Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406 or can be reviewed on the Purchasing web site 24/48 hours after the opening at <http://purchasing.chathamcounty.org>.
- 1.9 **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.
- 1.10 **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 statute, 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. Any subcontracting must be specified in the bid/proposal. All Subcontractors must be approved by Chatham County.
- 1.12 **LOCAL PREFERENCE:** On 27 March, 1998, the Chatham County 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”. “Local Vendor” is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County *AND* all real and personal property taxes are paid prior to award of a contract or purchase. **“NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS.”**

- 1.13 **MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM:** 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 minority or female business is defined as a business with 51% or greater minority or female ownership or general management.

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 sub-consultants must submit to the County Contract Administrator, a report on Minority/Female Business Enterprise participation. If available and utilized, the goals for this Contract are 7% Minority and 5% Female participation.

GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

- 2.1 **CONTRACT COMMITMENT:** This Bid/RFP does not commit Chatham County to award a contract, to issue a purchase order, or to pay any costs incurred in the preparation of a bid proposal in response to this request.
- 2.2 **GEORGIA OPEN RECORDS ACT:** Bid 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 the type, shall belong exclusively to Chatham County and will be considered a record prepared, maintained, or received in the course of operations of a public office or public agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Sec.*, unless otherwise provided by law.
- 2.3 **GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder 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.
- 2.4 **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 contracts currently in effect and those which have been completed or closed for up to a period of three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.5 **INTERPRETING SPECIFICATIONS:** The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid proposal to provide a complete product or service package which meets overall requirements. Specific equipment and system references may be included in the IFB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the County. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed for this product to be supported by a manufacturer's warranty which is equal or better than the prevailing standard in the industry.

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 or identify the same from the County. Whenever herein mention is made of any article, material or workmanship to in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the

requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

Changes in the scope of services, specifications, or terms and conditions of the IFB will be made in writing by the County prior to the bid opening or due date. Results of informal meetings or discussions between a potential bidder and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

- 2.6 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATIONS:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, 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 last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will be not 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 for the Board, bidder shall not utilize any firms that have been a party of 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.

- 2.7 MULTIPLE BIDS:** No vendor will be allowed to submit more than one bid. Any alternative proposals must be brought to the Purchasing Agent's attention during the pre-bid conference or submitted to in writing at least five (5) days preceding the bid opening date.

- 2.8 BID FOR ALL OR PART:** Unless otherwise specified by Chatham County or the bidder, CHATHAM COUNTY RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF CHATHAM COUNTY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.

- 2.9 BID ACCEPTANCE PERIOD:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.

- 2.10 COMPLETENESS:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.

- 2.11 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.

- 2.12 GUARANTEE:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship 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, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.

- 2.13 **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.
- 2.14 **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.
- 2.15 **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.
- 2.16 **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.
- 2.17 **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 best serves the interest of Chatham County. **Appeal of an award can only be made after the Board of Commissioner's award a contract.**
- 2.18 **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 Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

- 2.19 **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, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. 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 irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

- 2.20 **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 and Regulatory Services at (912) 201-4300 for additional information. 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 9, 1994.

- 2.21 **INSURANCE PROVISIONS:** 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. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

2.21.1 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).

2.21.2 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.

2.21.3 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 is 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.

2.22 COMPLIANCE WITH SPECIFICATION - TERMS, CONDITIONS, AND EXCEPTIONS: 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 from a part of the bidders proposal or bid and by reference are made a part hereof.

2.23 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.

- 2.24 **SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, 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 <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. 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 verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United State (i.e., citizens and national 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 Verifications Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be preformed or manufactured by any worker who is not legally eligible to perform such services or employment.

- 2.25 **VENDOR PERFORMANCE EVALUATION:** On April 11, 2008, The Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluation, as minimum, annually, prior to the contract anniversary date.

Should vendor performance be unsatisfactory, the appoint County Project Manager for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Purchasing Agent.

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

NOTE: FORMS FOR YOU TO FILL OUT FOR YOUR REFERENCES ARE ATTACHED TO THE BACK OF THIS BID PACKAGE.

- 2.26 **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.

SPECIAL TERMS, CONDITIONS AND EXCEPTIONS

- 3.1 **CONTRACT PERIOD:** The contract period will be for a period of one year with automatic renewal options for four (4) additional one year terms UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.
- 3.2 **INDEPENDENT CONTRACTOR:** The successful contractor will provide services under this contract as an independent

contractor and not as an agent of Chatham County. Joint ventures and sub-consultant or sub-contractor arrangements are not prohibited; however, the successful contractor shall secure written permission from the County before subcontracting any part of this contract.

- 3.3 PRICE CHANGE: **N/A**** 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 fixed for the first year. Cost data to support any proposed decrease must be submitted to the Purchasing Agent not less than twenty (20) days prior to the effective date of any such requested price change.

After the initial contract term (first year) the contractor shall pay to the County a minimum increase of two (2) percent; not to exceed a totaling any one year of five (5) percent. This range will be based on the paragraph 3.4 below:

No adjustment shall be made to compensate a contractor for inefficiency in operation, or for decreases in profits. Bids indicating "price in effect at time of shipment" will be considered invalid.

- 3.4 CONTRACTS COST ADJUSTMENTS: ** N/A **** Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increases in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept of Labor.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documents, or considered to be excessive, or if decreases are considered to be insufficient. In the event the county does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

- 3.5 CASH DISCOUNTS/LATE CHARGES:**

- A. Bid/Proposal Evaluation- Any cash discounts offered to the County must be clearly shown in the space provided. Cash discounts offered from one (1) percent or more for payment in thirty (30) days or more, will be considered for the purposes of evaluation. Any other cash discounts will not be considered in the evaluation.

- B. Prompt Payment- All discounts offered will be taken if earned. In the event that the County is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice indicating the discount, whichever occurs later. If the County is entitled to a discount under the contract, but the invoice does not reflect the existence of a cash discount, and the County pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by the County shall be made whenever possible within 30 days of the receipt of a correct invoice or goods, whichever is later, unless otherwise provided for in the solicitation document or resulting contract.
- C. Late Charges- Bids/proposals containing provisions for late charges, whether designated as interest charges or otherwise, will not be considered for an award. Bidders/Offerors are instructed to remove strike through, or otherwise withdraw any such provision contained in Vendor printed forms. The Vendor must initial such changes prior to submitting an offer the Chatham County.

3.6 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) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Contractors will be paid the agreed upon compensation upon satisfactory 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. Affidavit will accompany each monthly invoice(s) submitted to the County for payment.
- 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.

3.7 BONDS: (Check where applicable) *****NO BOND REQUIRED*****

- 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 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.

3.8 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 all of 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.

3.9 COOPERATIVE PURCHASING AGREEMENT: *NOT APPLICABLE TO THIS SOLICITATION*****

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 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 _____ /No _____ /Not applicable to this bid/proposal
Exceptions: _____

3.10 Warranty Requirements: (Check where applicable):

- A. Provisions of item 2.11 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.

3.11 Terms of Contract:

- 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

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 ____.

BY _____
SIGNATURE

TITLE

COMPANY

CHATHAM COUNTY, GEORGIA

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 11-3-3-3

**ANNUAL REVENUE GENERATING CONTRACT FOR VENDING MACHINE SERVICES
FOR VARIOUS CHATHAM COUNTY PARK AND RECREATIONAL FACILITIES**

GENERAL INFORMATION:

The purpose of this proposal is to establish specifications and solicit bids for an annual contract for vending machine services for various Chatham County Park and Recreational Facilities. IT IS RECOMMENDED THAT INTERESTED PARTIES ATTEND THE PRE-BID CONFERENCE. For additional information concerning these specifications, please contact **ONLY** Ms. Victoria Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contract any County Department Directly. **PLEASE NOTE: ALL QUESTIONS PRIOR TO OR FOLLOWING THE PRE-BID CONFERENCE MUST BE SUBMITTED IN WRITING TO THE ATTENTION OF THE PROCUREMENT SPECIALIST.** Detailed specifications are as follows:

1.0 CONTRACT SPECIFICATIONS:

- 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, if all parties agree. Commission revenue rates are to remain fixed for contract duration.
- 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.
- 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.
- 1.4 Bids shall be evaluated based on the requirements set forth in this solicitation, which includes bidder responsiveness, capability, past performance and other criteria to determine acceptability such as inspection, testing, quality workmanship, delivery and suitability for this contract.

2.0 GENERAL SPECIFICATIONS:

Chatham County is seeking bids from firms qualified to provide exclusive vending machine services for various locations throughout Chatham County. The purpose of vending in these areas is to provide the public with refreshments in a convenient and easily accessible location. The Successful Contractor will furnish, maintain and stock/replenish electronic snack and beverage vending machines with dollar validation for the purpose of dispensing candy, snacks, sodas and juices. It should be noted that Chatham County maintains separate contracts for concession operations (includes some vending machines) at Tybee Pier and several athletic complexes (Memorial Stadium, Soccer Complex, Lake Mayer Park, Charles Brooks Park, L. Scott Stell Park and Jim Golden Park). ***Services for these facilities are exclusive to the current contractors and will not be included in this contract.***

The County does not have overall volume or revenue data for comparative purposes. Machines currently installed are provided from a variety of sources.

3.0 SITE LOCATIONS:

Current Sites to be serviced:

Chatham County Aquatic Center
7232 Sallie Mood Drive
(Beverage & Snack)

Anderson/Cohen Weightlifting Center
7232 Varnedoe Drive
(Beverage Only)

Potential Sites for Machine Replacements:

McQueen's Island Trail
Highway 80

Frank Spencer Boat Ramp
River View Drive

Mother Mathilda Beasley Park
East Broad Street

Salt Creek Boat Ramp
US Highway 17 & Salt Creek Road

King's Ferry Boat Ramp
US Highway 17 & Ogeechee River

Tom Triplett Community Park
US Highway 80 West

Runaway Point Park
Runaway Point Subdivision (off Islands Expressway)

4.0 FOOD AND BEVERAGE REQUIREMENTS:

- 4.1 Bidder must provide, with bid submittal, a complete list of snack products to be furnished along with a list of beverages available. Low fat and fruit products, if available, should be included with the bid. All food and food products specified shall be processed, packaged and delivered in accordance with the regulations, laws and standards of Chatham County, the State of Georgia, the USDA and the Federal Food, Drug and Cosmetic Act. A copy of the nutritional analysis for each product sold in the machines must be maintained on file at the vending machine services facility and presented to a County representative upon request.

5.0 BID REVENUE OPTIONS:

- 5.1 The County will consider various options involving revenue generated to the County under this contract. Two (2) of the County facilities, the Chatham County Aquatic Center and the Anderson / Cohen Weightlifting Center shall each be stated separately. All options to the standard commission fee structure will be considered. Each bid shall clearly define the fee to be paid and the basis for its calculation. Bid options to be provided include:

Option 1: Commission: A sum equal to a fixed percentage of gross retail sales paid on a monthly basis.

Option 2: Flat Rate Plus Commission: A minimum of fixed sum of money payable on a monthly basis and a fixed percentage of gross retail sales combined.

Option 3: Flat Rate: A minimum fixed sum of money payable (monthly) to the County regardless of level of activity.

In return for exclusive rights to the vending services at the listed County locations, Contractor will be responsible for collecting and accounting for all money receipts from each machine, and will remit to the County on a monthly basis a sum equal to the proposed fee method. All fees will be paid to the County on a monthly basis, no later than the 15th day of the following month in which actual sales occurred. A 10% late fee will be due and payable if fee payments are not received by the due date.

The Successful Contractor will be responsible for all sales tax, licenses, fees, etc. and will not deduct such from the commission owed to the County. The proposer will also be responsible for obtaining and maintaining all permits and licenses for operation of its equipment in County-owned facilities.

6.0 REPORTS REQUIREMENTS:

6.1 Successful Contractor will provide, on a monthly basis, reports detailing gross retail sales by machine, a list by each product's sales, and/or beginning and ending reading of transaction counters. The County reserves the right to audit the sales records and invoices pertaining to the County's account.

7.0 MACHINE REQUIREMENTS:

7.1 Current sites to be serviced and potential sites for service are as stated herein in Section 3.0 (Page 17). Potential sites where service may be added may be suggested by the contractor and will be reviewed by the County's designated representative. Types of machines are to remain the same unless other options are proposed by the bidder. Bidders are encouraged to visit all locations to become familiar with the physical conditions surrounding the areas and become acquainted with establishing operations in other areas.

7.2 Each bidder will provide with bid submission, descriptive literature with full illustrations and detailed specifications for each vending machine offered. Title to all equipment and product shall remain with the Successful Contractor.

8.0 RATES:

8.1 Retail prices for products shall be comparable to those charged for similar facilities within Chatham County while allowing the successful Contractor to realize a reasonable profit.

9.0 PERSONNEL:

9.1 The successful Contractor will be responsible for providing qualified personnel to service and fill the machines on a regular basis. Contractor will comply with all requirements of federal, state and local laws. Contractor will require their employees to observe all applicable rules and regulations and to exercise courtesy and consideration in their service to the County. Employees shall wear a uniform or identification badge to show they are employees of the vendor.

10.0 STOCKING AND REFUNDS:

- 10.1 Restocking of machines shall occur on a regular basis during standard hours of operation at each County facility. The Successful Contractor will respond within 24 hours of request to any County facility for restocking when it is deemed necessary. Contractor will also be responsible for all refunds. A standard procedure for refunds should be submitted with bid submittal.

11.0 IMPLEMENTATION TIME FRAME:

- 11.1 Chatham County desires for this project to be completed as quickly as possible. A detailed project timetable is to be provided by the contractor to the designated representative within 15 days of award. Installation of machines should be complete within 30 days of award.

12.0 INSTALLATION REQUIREMENTS:

- 12.1 Successful Contractor will be responsible for the delivery and installation of all equipment to locations as determined at the beginning of the contract. Existing services of electricity supplied to the current vending areas, as well as custodial services, will be provided by the County. However, the Contractor is expected to maintain all machines in a clean, sanitary and safe condition.

13.0 MAINTENANCE AND SERVICE RESPONSE:

- 13.1 Successful Contractor will be responsible for maintaining all equipment in good, working order. The Contractor will have trained competent repair persons available within the time stated on the bid sheet of this solicitation package (Page 20). Bidder will provide a description of guaranteed response time during all operating hours, including weekends and holidays and will provide phone numbers and contact persons at each machine location. A monthly report detailing service calls at each location should be submitted to the County's designated representative.
- 13.2 Successful Contractor will be responsible for any and all damage to any County property resulting from proposer's machines or their operation, and shall promptly repair machines at their own expense.
- 13.3 Successful Contractor will assume any loss of product by reason of mechanical defect, or where products are vended without the insertion of coins or loss from use of slugs. The County will not be responsible for any acts of vandalism.

14.0 SELECTION OF CONTRACTOR:

- 14.1 It is the intent of the County to enter into a contract with the firm submitting the best offer in the judgment of Chatham County. Due to the nature of products requested, the contract may be awarded to multiple contractors based upon type of product, i.e. snack machines to a single contractor and beverage machines to another single contractor. Bids will be will be evaluated based on responsiveness to requirements set forth herein and will include but is not limited to: the most advantageous bid price, quality of products supplied, financial stability of vendor, experience, and references.

15.0 STATEMENT OF QUALIFICATIONS

- A. _____
(Name of Firm)
- _____
(Address) (Zip)
- _____
(Contact Person) (Phone)
- B. List the quantity, size and type of machines to be provided under this Contract.
- _____

- C. Number of years in this business under this name _____
- D. Hours of operation _____ Staff availability _____
- E. Emergency (After normal business hours, weekends, holidays, etc.) Contract Representative:
- _____
(Contact Person) (Title)
- _____
(Telephone) (Cellular Phone/Beeper)

16.0 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 2.21 (Page 9) of this bid package.

17.0 REFERENCE REQUIREMENT:

- 17.1 Four (4) references are required of clients the bidder has supplied similar vending services to within the last 24 months, and is to be included with this solicitation.
- 17.2 Professional References will consist of the Company/Agency Name, Address, Phone Number and

Company/Agency representative. All references shall be provided on page 22 of this bid document.

18.0 SUBMITTAL REQUIREMENTS:

- 18.1 The documents listed below shall be furnished with bid submission:
- A. Proof of Insurance Coverage as specified in 2.21 (Page 9).
 - B. 2010 Tax Certificate (Business License) as specified in 2.19 (Page 9).
 - C. List of Food & Beverage Items Proposed as specified in 4.1 (Page 17).
 - D. Vending Machines Offered (i.e. brochure) as specified in 7.2 (Page 18).
 - E. Refund Procedure as specified in 10.1 (Page 19).

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

CHATHAM COUNTY, GEORGIA

BID

BID NO. 11-3-3-3

***ANNUAL REVENUE GENERATING CONTRACT FOR VENDING MACHINE SERVICES
FOR VARIOUS COUNTY PARK AND RECREATIONAL FACILITIES***

I. CHATHAM COUNTY AQUATIC CENTER:

REVENUE OPTIONS:	Fixed Commission for SNACK Items	Fixed Commission for BEVERAGE Items	Fixed Commission for JUICE Items
Option I- Percentage (%) of Gross Retail			
Option II- Flat Rate + (%) Commission			
Option III- Flat Fixed Rate (no variables)			
Response Time for Service Calls (Hours)			
Times per week machines will be serviced			

II. ANDERSON/COHEN WEIGHTLIFTING CENTER:

REVENUE OPTIONS:	Fixed Commission for SNACK Items	Fixed Commission for BEVERAGE Items	Fixed Commission for JUICE Items
Option I- Percentage (%) of Gross Retail			
Option II- Flat Rate + (%) Commission			
Option III- Flat Fixed Rate (no variables)			
Response Time for Service Calls (Hours)			
Times per week machines will be serviced			

III. ALL OTHER POTENTIAL SITES:

REVENUE OPTIONS:	Fixed Commission for SNACK Items	Fixed Commission for BEVERAGE Items	Fixed Commission for JUICE Items
Option I- Percentage (%) of Gross Retail			
Option II- Flat Rate + (%) Commission			
Option III- Flat Fixed Rate (no variables)			
Response Time for Service Calls (Hours)			

Times per week machines will be serviced			
--	--	--	--

BID NO. 11-3-3-3

NAME/TITLE _____

COMPANY NAME _____

MAILING ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____

FAX NUMBER _____

EMAIL ADDRESS _____

THIS BID WILL REMAIN IN EFFECT FOR _____ DAYS FROM THE DATE OF THE BID OPENING.

DISCOUNT(S): _____

TERMS: _____

RECEIPT OF ADDENDUM NOS. _____ HEREBY ACKNOWLEDGED.

BY: _____
VENDOR SIGNATURE

MINORITY VENDOR/CONTRACTOR? YES NO

MINORITY CLASSIFICATION:

**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.

- G Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- G Manufacturing - Unique item, production time for model or item has expired, etc.
- G Bid Time - Insufficient time to properly respond to bid or proposal.
- G Delivery Time - Specified delivery time cannot be met.
- G Payment - Delay in payment terms. Please be specific.
- G Bonding - We are unable to meet bonding requirements.
- G Insurance - We are unable to meet insurance requirements.
- G Removal - From bidders list for this particular commodity or service.
- G Keep - Our Company on your bidders list for future reference.
- G Project is - Too Large____ Too Small____ Site Location Too Distant____.
- G Miscellaneous - Do not wish to bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

> **CONSTRUCTION PROJECTS:** Please provide reason for obtaining a bid package. Check one below.

Interest 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

NOTE: RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING A BID.

Bid Number <u>11-3-3-3</u>	Signature _____
Commodity number or name:	Firm Name _____
<u>Vending Machine Services</u>	Telephone _____

Purchasing Agent: Telephone: 912-790-1626 or Fax: 912-790-1627

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 full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (Contractor) certifies to Chatham County that a drug-free workplace will be provided for the employees during the performance of this contract known as

ANNUAL REVENUE GENERATING CONTRACT FOR VENDING MACHINE SERVICES FOR VARIOUS

CHATHAM COUNTY PARK FACILITIES pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the

undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men by These Presents, that I (We), _____
Name Title Name of Bidder

(herein after company"), in consideration of the privilege to bid/or propose on the following Chatham

County project procurement (**ANNUAL REVENUE GENERATING CONTRACT FOR VENDING
MACHINE SERVICES**

FOR VARIOUS CHATHAM COUNTY PARK AND RECREATIONAL FACILITIES), hereby
consent, covenant and

agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

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.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor subcontract, or in the performance of such contract or subcontract.

2. 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

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. 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.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that
Company Name

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

2010 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

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.vis-dhs.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.seq.

_____ 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 <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.

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: _____

IS Form 529, Chatham County Purchasing & Contracting 1 July 2008

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

BY: Authorized Officer or Agent
(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:

* 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

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

____ DAY OF _____, 20__

Notary Public

My Commission Expires:

* 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 G

LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR/JOINT VENTURE PARTNER

THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE APPROVAL OF CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE BOARD OF COMMISSIONERS.

TO: CHATHAM COUNTY PURCHASING

PROJECT: ANNUAL REVENUE GENERATING CONTRACT FOR VENDING MACHINE
SERVICE FOR VARIOUS CHATHAM COUNTY PARK AND RECREATIONAL
FACILITIES

BIDDER: _____

DATE: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ a sole proprietorship (individual) _____ a corporation
_____ a partnership _____ a joint venture

Detailed description of work items to be performed:

at the following price \$ _____.

Type or Print Name of M/WBE Sub-Contractor

By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

Typed or Print Name of Firm

Signature: _____

Title: _____

Printed Name: _____

Date: _____

LEGAL NOTICE

CC NO. 164347

Sealed bids will be received until 2:00 P.M. on 18 November 2010 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: Bid No: 11-3-3-3 ANNUAL REVENUE GENERATING CONTRACT FOR VENDING MACHINE SERVICE FOR VARIOUS CHATHAM COUNTY PARK AND RECREATIONAL FACILITIES

PRE-BID CONFERENCE: 10:00 A.M., 10 November 2010, has been scheduled to be conducted at the CHATHAM COUNTY CITIZENS SERVICE CENTER, PURCHASING AND CONTRACTING DEPARTMENT, SUITE C, 1117 EISENHOWER DRIVE, SAVANNAH GEORGIA, **BIDDERS ARE ENCOURGED TO ATTEND.**

Specifications can be downloaded from the County's website at <http://purchasing.chathamcounty.org>, and are also available in the office of the Chatham County Purchasing Office, at the address listed above. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on line at <http://purchasing.chathamcounty.org>.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL BIDS AND TO WAIVE ALL 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 -INSERT: 19, 26 Oct; 5 Nov 2010

News only-
Please send two copies of affidavit to:
Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31416
(912) 790-1624