CHATHAM COUNTY PURCHASING DEPARTMENT

ADDENDUM NO. 1 FOR PROPOSAL NO. 12-0020-3

GARMENT CONVEYOR AND VALUABLES STORAGE EQUIPMENT FOR THE CHATHAM COUNTY DETENTION CENTER.

** PLEASE NOTE THAT PROPOSAL OPENING HAS NOT CHANGED***

Please note that the proposal due date remains April 5, 2012 at 5:00 p.m. Please note answers to the following questions that have been received to date as well as clarifications to the specifications based on discussion at the pre-proposal conference.

- Q. To be considered, do we need to submit proposals/prices for all items on page 20 (shown below under Service Description) or can we just propose items in relation to our product line?
 - A. The County is seeking a turnkey solution and requires that the proposer include all equipment that is necessary for a fully integrated system that provides all of the functionality outlined in the RFP.
- Q. Do you expect the 4000 garment bags and prices to be included in the garment conveyor price?
 - A. The County would like a separate price for the 4000 garment bags. The cost proposal form has been changed to reflect the requested pricing.
- Q. If we wish to propose a completely different type of garment bag conveyor, do we need to submit the specs for those in writing and will they need to be approved before making such a proposal.
 - A. You do not need to request prior approval however you will need to detail how the functionality of each item differs from the equipment specifications.
- Q. Does this paragraph "If proposing a product with exceptions to the above specification, list exceptions in the space provided below. Failure to list deviations from the above specification will result in disqualification at the bottom of page 28 apply to all items from page 23-28 and therefore, we need to make a list of what we are eliminating and what we are changing and include it at the end of page 28?"
 A. The proposer should include an exception sheet that details any exceptions taken for pages 23 34 and indicates which line item in the specifications that this exception applies to. In no case will bids for partial systems be acceptable.

Section 3.5 Bonds:

Please note that a bid bond must be submitted with your bid in the amount of 5% of the total price. The bid bond form is attached. Also the performance and payment bond forms are attached and will be required from the successful proposer.

Section 4.2.1 High Density Vertical Storage & Retrieval System for Inmate Valuables Storage:

Please delete: Turbo Dual Tray Delivery- Delivers a tray to the operator and retrieves the next tray.

Section 4.2.6 Fully System Warranty:

A. In addition to the two year parts, labor and service warranty required from the successful Proposer, Proposer must state their manufacturer warranty for each item requested in the bid. Please state minimum response time for service and where this service will be based. Service must be offered from a vendor that employs full time factory trained service staff for the product being the bid with response times not exceeding 24 hours.

Cost Proposal Form: In addition to the pricing line for garment bags, in the space provided, please indicate the maximum increase that your firm will guarantee the service contract for years 3-5 after the initial two year warranty. Also, please provide an example of the service contract with a 30 day option to renew.

For your convenience a revised cost proposal form is attached, please use this form to submit your proposal.

Other Provisions:

The existing utilities in the floor will be identified by the Owner. There will be no cutting of the floor and the system must be anchored at no more than a $2\frac{1}{2}$ inch depth.

Proposer is responsible for coordination with the General Contractor and identifying work required for ceiling modifications. The ceiling may not be used for support.

The County will be responsible for all fire sprinkler, hvac and duct work modifications.

Manufacturer of garment bag must guarantee future availability of the same sized garment bag.

Manufacturers of all components must guarantee availability of parts for a minimum of 5 years.

Additional permits are not included in the scope of this bid at this time.

MARGARET H. JOYNER PURCHASING AGENT

CHATHAM COUNTY, GEORGIA

SECTION V REQUEST FOR PROPOSAL CHATHAM COUNTY, GEORGIA COST PROPOSAL FORM RFP NO. P12-0020-3

GARMENT CONVEYORS AND VALUABLE STORAGE EQUIPMENT FOR CHATHAM COUNTY DETENTION CENTER

I have read and understand the requirements of this proposal, RFP No. P12-0020-3, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I agree to furnish the Services as describe in the RFP for the fee listed below. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal. In addition, the County reserves the right to accept any part or all of the fee schedule and to negotiate any charges contained herein unless qualified otherwise.

SERVICE DESCRIPTION	PRICE		
Garment Conveyor including all required installation and training	<u> </u>	**************************************	
Garment Bags Qty 4000	ķ.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Valuables storage equipment system including all installation and training			
Integrated Software Man Aboard Vertical Lift			
Man Aboard Vertical Lift Three computers with bar code scanners and printers	L	4	
Ceiling modifications, repair work and electrical hook-up		in the second	
Initial Data Entry and start up Total Price			
	A	_1	
Optional			
Optional Service contract after initial two year warranty			
%			
FIRM NAME:			
PROPOSER:			
SIGNATURE:			
ADDRESS:			
CITY/STATE/ZIP:			
TELEPHONE:			
FAX NUMBER:			
E-MAIL:			
BUSINESS TAX CERTIFICATE/LICENSE NUMBER:			
CITY/COUNTY/STATE:			

MINORITY BUSINESS ENTERPRISE?	/YES	/NO
MINORITY CLASSIFICATION:		

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid <u>is</u> required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid <u>will</u> 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		

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER IN FAVOR OF THE OWNER, OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT:

KNOW ALL MEN BY THESE PRESENTS, that	as Principal
hereinafter referred to as PRINCIPAL) and	as Surety (hereinafter referred to
as SURETY) are held and firmly bound unto	as Obligee (hereina
referred to as OBLIGEE) for the use and benefit of claimants defined, hereinafter, in the ar	
Dollars (\$), to which payme	ent PRINCIPAL and SURETY 1
hemselves, their heirs, executors, administrators, successors, and assigns, jointly and severall presents. WHEREAS, the above bounden PRINCIPAL has entered into a contract with OWNER 20 for	ly, firmly by these
accordance with drawings and specifications prepared by	name and title referred to as the
NOW. THEREFORE, THE CONDITION OF THIS ORLIGATION is such that if:	the DDINCIDAL chall

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1. The said **SURETY** to this bond, for value received, hereby stipulates and agrees that no change(s), extension(s) of time, alterations(s) or additions(s) to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such changes(s), extension(s) of time, alteration(s) or addition(s) to the terms of this Contract or to the work or to the specifications or drawings.
- 2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.
- 3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to ins said bond before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by him or materials or equipment or machinery was furnished or supplied by him for which such claim is made or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgement or the sum or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor buy no contractual relationship express or implied with the CONTRACTOR furnishing said payment bond, shall have the right of action upon said payment bond upon giving written notice to said contractor, within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the material, machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the part to whom the materials were furnished or supplied or for whom the labor was performed; done; provided further that noting contained herein shall limit the right of action to said 90 day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the CONTRACTOR at the place he maintains an office or conducts his business, or his residence, in any post office or branch post office, or any letter box under the control of the Post Office Department, or notice may be

to serve summons or process. Every suit instituted under section shall be brought in the name of the claimant without the owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person make application therefore who solicits a affidavit that he has supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given certified by the official whom has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

- 4. No action can be instituted on this bond after one year from the date of the final certificate of the architect.
- 5. Further, this bond shall be considered the same as a bond furnished under Section 23-1705, et seq., of Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

SIGNED AND SEALED THIS	DAY OF	, 20
IN THE PRESENCE OF: PRINCIPAL	(SEAL)	
By:	TPPLE	
	TITLE	
		(SEAL
	SURETY	
	By:	
	TTTE	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that	as Principals (hereinafter
referred to as CONTRACTOR),and	as Surety (hereinafter referred to as SURETY),
held and firmly bond unto Chatham County as Obligee (here	inafter referred to as OWNER), in the amount of
Dollars (\$), to v	which payment CONTRACTOR and SURETY
bind themselves, their heirs, executors, administrators, success	ors, and assigns, both jointly and severally, firmly by
these presents.	
WHEREAS, the above bounden PRINCIPAL has entere	d into a contract with OWNER thisday of
in accordance with drawings and specifications prepared by _	
and is hereinafter referred to as the Contract	•

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the CONTRACTOR shall promptly and faithfully perform and comply with the terms of said Contract and shall indemnify and save harmless the OWNER against and from all costs, expenses, damages, injury or loss to which said OWNER may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of car or skill, default or failure of performance on the part of said PRINCIPAL, his agents, employees or subcontractors, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- 1. The said **SURETY** to this bond, for value received, hereby stipulates and agrees that no change(s), extension(s) of time, alteration(s), or addition(s) to the terms of the Contract or to the work to be performed thereunder, or the specifications of drawings accompanying same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change(s), extension(s), alteration(s), or addition(s) to the terms of this Contract or to the work.
- 2. If pursuant to the Contract documents, the **CONTRACTOR** shall be declared in default by the **OWNER** under the aforesaid Contract, the **SURETY** shall promptly remedy the default(s) or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the **SURETY** to give an unequivocal notice in writing to the **OWNER** within twenty-five(25) days after receipt of a declaration of default of the **SURETY'S** election either to remedy the default(s) promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the **SURETY** shall indicate the date on which the remedy or performance will commence, and it shall them be the duty of the **SURETY** to give prompt notice in writing to the **OWNER** immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, © the furnishing of each omitted item or work, and (d) the performance of the

Contract. The SURETY shall not assert solvency of its PRINCIPAL as justification for its failure to give notice of election or for its failure to promptly remedy the default(s) or perform the Contract.

- 3. Supplementary to and in addition to the foregoing whenever the OWNER shall notify the SURETY that the OWNER has notice that the CONTRACTOR has failed to pay any subcontractor, material man, or laborer for labor or materials certified by the CONTRACTOR as having been paid for by the CONTRACTOR, the SURETY shall, within thirty (30) days of receipt of such notice cause to be paid any unpaid amounts for such labor or material.
- 4. It is expressly agreed by the **PRINCIPAL** and the **SURETY** that the **OWNER**, if he desired to do so, is at liberty to make inquires at any time of subcontractors, laborers, materials men, or other parties concerning the status of payment for labor, material, or services furnished in the prosecution of the work.
- 5. The **SURETY** agrees that other than as is provided in the bond, it may not demand of the **OWNER** that the **OWNER** shall (a) perform any thing or act, (b) give any notice © furnish any clerical assistance, (d) render any service, (e) furnish any paper documents, or (f) take any other action of any nature the contract documents.
- 6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **OWNER** named herein or the legal successor of the **OWNER**.

SIGNED AND SEALED THIS	_DAY OF		
IN THE PRESENCE OF:			
(PRINCIPAL)		, - 1/10 1/10 M M	
BY:			
(TITLE)			
-			and the state of t
(SURETY)			
BY:			
(TITLE)			