INVITATION TO BID

PROPOSAL

BID NO. 13-0013-5

ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR THE PETE LIAKAKIS BUILDING

"MANDATORY ON-SITE" PRE-BID CONFERENCE: 2:00PM, FEBRUARY 27, 2013

BID OPENING: 2:00PM, MARCH 6, 2013

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL 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
\underline{X} ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT; E. SAVE AFFIDAVIT; F. BIDDER'S CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; G. M/WBE PARTICIPATION REPORT; H. LOBBYING AFFIDAVIT
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: 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 of 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.

CHATHAM COUNTY, GEORGIA OFFICE OF THE PURCHASING AGENT POST OFFICE BOX15180 SAVANNAH, GEORGIA 31416 (912) 790-1619

Date: February 19, 2013 BID NO. 13-0013-5

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to provide Chatham County with construction, goods 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., MARCH 6, 2013 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 solicitation 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 "MANDATORY ON-SITE" PREBID CONFERENCE has been scheduled to be conducted in the Office of Purchasing and Contracting, located at the "THE PETE LIAKAKIS BUILDING, 222 W. OGLETHORPE AVE, Savannah, Georgia, 2:00PM, FEBRUARY 27, 2013 to discuss the Specifications or Scope of Services and resolve any questions and/or misunderstanding that may arise. You are encouraged 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.

SECTION I INSTRUCTIONS TO BIDDERS/PROPOSERS

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 <u>Code of Chatham County</u>, Chapter 4, Article IV, and the laws of the State of Georgia

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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 completed and submitted or your proposal may be declared non-responsive and rejected.
- B. Typewritten or completed with pen and black or blue 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. Submitted in 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. Purchasing and Contracting, 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.
- **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.
- **BID TABULATION:** Tabulations for all bids will be posted for thirty (30) days preceding the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at http://purchasing.chathamcounty.org
- **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 <u>COMPLIANCE WITH LAWS:</u> 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. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by the 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.
- 1.13 MINORITY/WOMEN OWNED BUSINESS DEVELOPMENT PROGRAM: Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and women owned businesses, through MBE/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or woman business is defined as a business with 51% or greater minority or woman 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/Woman Business Enterprise participation. If available and utilized, the goals for this Contract is 127% Minority or 7% Woman participation. The required information and format can be obtained by person, mail or fax from the Purchasing Office, by contacting Mrs. Arneja Riley, Chatham County M/WBE Coordinator, (Minority and Women Business Enterprise) 124 Bull Street, Suite 310, Savannah, GA 31401, Phone (912) 652-7860, email: alriley@chathamcounty.org.

SECTION II 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: 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 Bids will be read aloud at public bid openings. After Board approval, all solicitations 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.

- **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.
- 2.4 <u>CONTRACTOR RECORDS:</u> 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 to 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 its overall requirements. Specific equipment and system references may be included in this IFB/RFP for guidance, but they are not intended to preclude bidders/proposers from recommending alternative solutions 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 that the County requires all equipment proposed for this project 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 of or identify the same from the County. Whenever herein mention is made of any article, material or workmanship to be 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.

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

- **MULTIPLE BIDS:** No vendor will be allowed to submit more than one 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.
- 2.7 <u>BID FOR ALL OR PART:</u> 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 WHICH WILL BE IN 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.
- **2.8 <u>BID ACCEPTANCE PERIOD:</u>** 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.
- **2.9** <u>COMPLETENESS:</u> 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.
- **QUARANTEE:** 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.
- 2.12 <u>LIABILITY PROVISIONS:</u> 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.

- 2.13 <u>DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION</u>: Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred for doing business) will not be considered for contract award. Proposers shall <u>disclose</u> any record of pending lawsuits, criminal violations and/or convictions, etc.,
 - and shall not have conflicts of interest. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. A Statement of Disclosure **must** be provided with response.
- 2.14 <u>DEBARRED OR SUSPENDED SUBCONTRACTORS:</u> CONTRACTOR shall not subcontract, and shall ensure that no subcontractors are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal excluded Parties List System, (EPLS) at http://www.eps.gov of the State of Georgia DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify the County in the event any subcontract is added to a Federal, State or other Government Entity listing after award of the subcontract. (See Bidder's Certification Form included in this package.
- 2.15 <u>CANCELLATION OF CONTRACT:</u> 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.
- 2.16 OWNER' RIGHT TO NEGOTIATE WITH THE LOWEST BIDDER: In the event all responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretions and in addition to the rights set forth above, reserves the right either to (i(supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.
- **2.17 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.
- **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:
 - 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.

- **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 Commissioners make the award!
- **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): Defined as a person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faithful performance. (Responsive Bidder or Proposer): Defined as a person or firm who has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal, such as submission by the date of the bid acceptance is stated and can meet all requirements for licensing, insurance, and service contained within this Invitation for Bid or Proposal.

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 non-responsive or non-responsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

- **2.22 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.
- **2.23 DELINQUENT REAL AND PERSONAL PROPERTY 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 April 8, 1994.
- 2.24 <u>INSURANCE PROVISIONS:</u> 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 without a current Insurance Certificate being in the possession of Chatham County.
 - 2.24.1 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).
- 2.24.2 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 cl 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.

2.24.3 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. **Aggregate Liability Limits:** Prior to commencement of services, the Contractor must provide a statement from all liability carriers indicating the currently available limits of liability for all policies requested herein.
- I. 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.
- 2.25 COMPLIANCE WITH SOLICITATION TERMS, CONDITIONS, AND EXCEPTIONS: This Invitation for Bid, and related responses of the selected Bidder/Proposer will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Bidder/Proposer and the County. The County and the selected Bidder/Proposer may negotiate a contract or contracts for submission to the Board of Commissioners for consideration and approval. In the event an agreement cannot be reached with the selected bidder/proposer, the County reserves the right to select an alternate bidder/proposer. The County reserves the right to negotiate with the Contractor the exact terms and conditions of the contract.
- 2.26 CONE OF SILENCE: Lobbying of Procurement Evaluation Committee members, County government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member or a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such action may cause your proposal to be rejected.
- **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.
- **2.28 OWNER'S RIGHTS CONCERNING AWARD:** The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration, of the following:
 - (a) Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;

- (b) Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract:
- (c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidence by a current ratio of 1.0 or higher;
- (d) Whether the bidder can demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceed an average of 1.2; and
- (e) Whether the bidder's past work provided evidence of an ability to successfully complete public works projects with the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- (f) Whether the bidders has made a Good Faith Effort to meet local participation goal for local economic impact for Disadvantage Business Enterprises and Small Business Enterprises.
- 2.29 SECURITY AND IMMIGRATION COMPLIANCE ACT: On July 1, 2008, the Georgia Security and Immigration compliance Ace (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.
- **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 a minimum, annually, prior to the contract anniversary date.
- **2.31 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.

SECTION III SPECIAL TERMS, CONDITIONS AND EXCEPTIONS

- **3.1 CONTRACT PERIOD:** The contract period will be for a period of one (1) year with the option to renew for four (4) additional one (1) year terms, with all terms and conditions remaining the same.
- **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 arrangements are not prohibited; however, successful contractor shall secure written permission for the County before subcontracting any part of this contract.
- **PRICE CHANGE:** 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 request 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 3.3 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.

CONTRACT COST ADJUSTMENTS: 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.

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 documented, 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 can not 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. 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.
- **2.6 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. <u>Upon completion of the work, 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.</u>
 - 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 <u>BONDS:</u> (Check where applicable) ** *N/A* **

- 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.

3.9 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.

3.10 WARRANTY REQUIREMENTS: (Check where applicable):

- A. Provisions of item 2.11 apply.
- B. Warranty required.
- X 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 One (1) year with the option to renew for four (4) additional one (1) year terms.
 - 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 SECTION IV SCOPE OF WORK

SPECIFICATIONS FOR: BID NO. <u>13-0013-5</u>

ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR THE PETE LIAKAKIS BUILDING

4.1 **GENERAL INFORMATION:** The purpose of this proposal is to establish specifications and solicit bids for an annual contract for janitorial services for the Pete Liakakis Building.

4.2 **CONTRACT SPECIFICATIONS:**

- 4.2.1 The contract period will be for a period of one (1) year with renewal options for four (4) additional one year terms. Contract prices are to remain fixed for the duration of the contract.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 The terms and conditions of this contract will allow for the Contractor to Subcontract work should the need arise, however, all Subcontractors must first be approved by the Project Manager.
- 4.2.5 Chatham County will deduct from the Contractor's monthly payment (based on an average square footage rate) for any work that is not performed as required (i.e. quarterly carpet cleaning, etc.). Continuous non-performance (exceeding three (3) written warnings may result in termination of contract.
- 4.2.6 BIDDER IS REQUIRED TO SUBMIT WITH BID, a current equipment inventory listing and/or letter of intent to purchase upon award of contract, along with a financial statement. FAILURE TO PROVIDE EQUIPMENT LIST MAY RESULT IN BID BEING DEEMED AS "NON RESPONSIVE".
- 4.2.7 Bidder must have a minimum of five (5) years experience of providing commercial janitorial services to facilities that are a minimum of 30,000 square

- feet and that are similar in size and scope of service. References provided that do not meet this requirement may result in bid being deemed as "non-responsive".
- 4.2.8 Bidder must provide substantial documentation to support that he has operated a legitimate commercial cleaning business for a minimum of five (5) years. Acceptable documentation includes: previous years business licences, dated financial reports, income tax returns, signed and notarized affidavits, etc. Failure to meet this requirement may result in bid being deemed as "non-responsive".
- 4.2.9 Bidder must provide a list of personnel that will be committed to this contract with bid submittal. This list will identify the job title and years of janitorial experience and will comply with all requirements.

4.3 SITE LOCATIONS AND SERVICE SCHEDULE:

PETE LIAKAKIS - 222 West Oglethorpe Avenue, Savannah, Georgia 31401. Total square footage of the Pete Liakakis Building is 66,000 square feet. Areas consist of offices, restrooms, hallways, lobbies, break rooms, training rooms, conference rooms, computer rooms, ICS technical labs, and fitness room. Services shall be rendered five days weekly (Monday through Friday) after 5:00 p.m.

4.4 **GENERAL REQUIREMENTS:**

- 4.4.1 Supplies and Equipment Provided by the Contractor: Contractor will provide all chemicals, cleaning equipment, cleaning products, mops, brooms, 6' extension handles, ladder, buckets, trash can liners, trash bags, and other items necessary to accomplish cleaning in an acceptable manner. NO SCRUBBING MACHINES WILL BE USED ON ANY CARPETED AREA. Only extraction type machines that are pre-approved by the County will be allowed.
- 4.4.2 **Supplies Provided by Chatham County:** Chatham County will provide the following items: paper hand towels (roll or multi-fold), hand soap (liquid or bar), and rolled toilet paper only.

4.4.3 **Personnel Screening and Training:**

- A. Contractor personnel must be experienced or trained in proper Custodial/Janitorial procedures, methods and materials.
- B. Contractor personnel are to wear clean uniforms and/or acceptable clothing for work being performed.
- C. Contractor personnel must be readily identified as an employee of the Contractor by wearing a clearly visible ID Badge with his/her picture,

- employee's full name, and Contractor's company name. Chatham County will provide all ID badges.
- D. Contractor personnel must not have a criminal history or have been convicted of a felony.
- E. A criminal background investigation report shall be conducted on each employee by a credible law enforcement agency upon award of Contract. Contractor and each of his employees shall sign a "Background Investigation Release Form". Chatham County will keep all investigation reports on file. Contractor shall immediately notify the Chatham County Project Manager of any "New" employees hired during the duration of the contract. No "New" employee will be allowed to report to any contracted job site prior to the completion of a "Background Investigation Report". Chatham County will be responsible for any fees associated with background checks.
- F. Contractor personnel must be 18 years of age or older unless prior approval is obtained by Chatham County.

4.4.4 Contractor Supervisory Personnel Duties:

- A. Contractor will provide one (1) agent, representative, boss, supervisor, or foreman with each work crew for each scheduled work shift.
- B. Supervisory personnel will handle any complaints, problems, and/or requests that may occur on a daily basis.
- C. Supervisory personnel will be responsible for picking up and returning keys. Key will be in supervisor's possession at all times.
- D. Supervisory personnel shall check each area to insure quality requirement of each task performed are in accordance with the specifications stated herein.
- E. Supervisory personnel will responsible for training, instilling discipline, and insuring that all security standards are observed and enforced.
- F. Supervisory personnel shall be responsible for verifying cleaning personnel performs all monthly, quarterly, semi-annual, and annual tasks are performed in compliance with specifications and as per the schedule stated herin. Upon award of contract, Chatham County will supply Contractor with Task Performance Sheets, which will show the task to be performed, site location, and time requirement (i.e. monthly, quarterly,

semi-annually, annually, etc.). Supervisor will be responsible for verifying these tasks and contacting the Project Manager for final approval. Chatham County will maintain an original copy of all Task Performance Sheets. Contractor's failure to submit Task Performance Sheets as per the designated schedule stated herin may result in termination of Contract.

4.5 SCOPE OF WORK/CLEANING REQUIREMENTS: 1ST THROUGH 5TH FLOORS, OFFICES AND ROOM AREAS, EXCLUDING THE FITNESS ROOM AND ICS DATA ROOM.

Included are all office areas, storage rooms, training rooms, conference rooms, ICS tech/lab room and the corridor spaces adjacent to these areas.

- 4.5.1 **TASK #1 (Daily):** Empty wastebaskets and remove trash to designated disposal areas. Clean and sanitize all unlined cans used for the collection of food remnants, inside and out.
 - **QUALITY CONTROL REQUIRED**: <u>Solid Waste Collection</u>: All solid waste generated in the building shall be collected and removed to storage areas designated for trash.
- 4.5.2 **TASK #2 (Daily):** Vacuum carpet tile traffic pattern areas and extend the vacuuming to remove obvious dirt from around furniture or office equipment.
 - **QUALITY CONTROL REQUIRED**: Vacuuming carpet surfaces shall be free of dirt, dust and other debris.
- 4.5.3 **TASK #3 (Daily):** Cleaning Carpet Flooring: Spot clean carpet to remove all stains. Use a mild spot remover to clean carpet tile throughout building.
 - **QUALITY CONTROL REQUIRED**: Excessive build-up or crusted carpet tile shall be removed due to stains and smears.
- 4.5.4 **TASK #4 (Daily):** Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly required dusting. Clean all glass desks tops.

QUALITY CONTROL REQUIRED: Dusted available horizontal surfaces shall be free of obvious dust. Damp wiping Glass Desk Tops; Glass Desk Tops shall be free of dirt, dust, streaks marks and skipped areas: NOTICE: BEFORE CLEANING ANY DESK, COUNTY STAFF MUST REMOVE THERE ARTICLES FROM DESK.

- 4.6 SCOPE OF WORK/CLEANING REQUIREMENTS: ICS DATA CENTER AND TECH/LAB ROOM AREAS. NOTICE: DAY AND TIME OF CLEANING SHALL BE DETERMINED BY ICS STAFF.
 - 4.6.1 **TASK #1 (DAILY):**

DATA CENTER: Empty wastebasket, dust mop. TECH. LAB: Empty wastebaskets and vacuum.

- 4.7 SCOPE OF WORK/SPECIAL REQUIREMENT: 4TH FLOOR FITNESS ROOM/ RESTROOMS (Includes Fitness room/Public Restrooms and Showers)
 - 4.7.1 **TASK #1 (Daily):** Empty wastebaskets and remove trash to designated area. Clean and sanitize all unlined trash dispensers.
 - 4.7.2 **TASK #2 (Daily):** Vacuuming: Carpet surfaces shall be free of obvious dirt around exercise equipment.
 - 4.7.3 **TASK #3 (Daily):** Wet mop or scrub tile floors, wall surfaces utilizing a non abrasive cleanser/disinfectant.
 - 4.7.4 **TASK #4 (Daily):** Clean all fixtures, commodes, washbasins, mirrors, waste receptacles and showers utilizing a cleaner/disinfectant.
 - **QUALITY CONTROL REQUIRED:** Showers: Do not use any type of abrasive cleanser product to clean the showers. The showers must be sanitized after every cleaning.
 - 4.7.5 **TASK #5 (Daily):** Refill all dispensers paper towel, soap, and toilet paper.
 - 4.7.6 **TASK #6 (Daily):** Clean all exercise equipment utilizing a disinfectant.

QUALITY CONTROL REQUIRED: Exercise Equipment: NOTICE AT NO TIME SHALL ANY CUSTODIAN STAFF ASSIST OR WORK ON EXERCISE EQUIPMENT.

- 4.8 SCOPE OF WORK/CLEANING REQUIREMENTS: 1st THROUGH 5TH FLOORS INTERIOR GLASS WALLS, INTERIOR OFFICE GLASS DOORS AND EXTERIOR WINDOW FRAMES AND SILLS.
 - 4.8.1 **TASK #1 (Daily):** Clean both sides of exterior and interior plated glass entrance doors, walls and metal frame within the office areas.

- **QUALITY CONTROL REQUIRED:** : Exterior and Interior Glass Cleaning. Glass shall be clean and free of dirt, streaks, watermarks, spots and grime, and shall not be cloudy.
- 4.8.2 **TASK #2 (3 Times a Year)**: Thoroughly clean both sides of the interior plated glass wall within the office areas.
 - **QUALITY CONTROL REQUIRED:** <u>Interior and Exterior Glass Cleaning.</u> Glass shall be free of dirt, streaks, watermarks, spots and shall not be cloudy.
- 4.8.3 **TASK #3 (3 Times a Year):** Thoroughly clean all venetian blinds and exterior windows within the office areas and interior curtain walls.
 - **QUALITY CONTROL REQUIRED**: <u>Clean venetian blinds</u>. Both sides of the venetian blinds slats and exterior windows shall be clean and free of dust and water spots.
- 4.8.4 **TASK #4 (Daily):** Dust with a treated dust cloth all vertical surfaces that are readily available and visibly requiring dusting. Clean all laminated corridor walls.
 - **QUALITY CONTROL REQUIRED**: <u>Dusting</u>. Vertical surfaces shall be free of dust. Dust treatment shall be used to remove dirt, dust streaks and spots. **NOTE**: (Do not use any water to clean the laminated wall surfaces).
- 4.8.5 **TASK #5 (Bi-monthly)**: Thoroughly dust all vertical surfaces and under surfaces of furniture (office system furniture, chair mats, tables, etc.).
 - **QUALITY CONTROL REQUIRED**: Thorough Dusting. There shall be no dust streaks. Corners, crevices, molding and ledges shall be free of all dust. There shall be no oil spots or smudges on dusted surfaces caused by dusting tool.
- 4.8.6 **TASK #6 (Monthly)**: Air Vent Dusting
 - **QUALITY CONTROL REQUIRED**: <u>Air Vent Dusting.</u> The vents shall be free of scale, stains, spots, rust, green mold, and encrustation.
- 4.9 SCOPE OF WORK/CLEANING REQUIREMENTS: (19) RESTROOMS 1st THROUGH 5th FLOORS INCLUDING PUBLIC, PRIVATE AND FITNESS ROOM:
 - 4.9.1 **TASK #1 (Daily):** Empty wastebaskets and remove trash to designated disposal area. Clean and disinfect sanitary dispensers and washbasins, counter tops and mirrors as necessary, replenish all paper products and soap where dispensers are

provided. Clean and disinfect all unlined can dispensers used for the collection trash.

- **QUALITY CONTROL REQUIRED**: <u>Solid Waste Collection</u>. All solid waste generated in the building shall be collected and removed to storage areas designated for trash. Corrien counter tops and washbasins shall be clean and bright; there shall be no spots, stains, green mold, encrustation, or excess moisture. Mirrors shall be free of watermarks and shall not be cloudy.
- 4.9.2 **Task #2 (Daily)**: Sweep and wet mop or scrub floors utilizing a cleaner/disinfectant.
 - **QUALITY CONTROL REQUIRED**: Sweeping, wet mopping or scrubbing. The floor tile shall be cleaned free of dirt, strings, gum, grease, tar, etc. and present an overall appearance of cleanliness. All surfaces shall be dry and the corners cleaned.
- 4.9.3 **TASK #3 A (Daily)**: Clean all fixtures, commodes, urinals, washbasins, mirrors, waste receptacles, dispensers and wall tiles, stall walls and doors utilizing a cleaner/disinfectant. Raise commode seats.
 - **QUALITY CONTROL REQUIRED**: <u>Porcelain ware</u>. Cleaning fixtures (urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, or encrustation. Counter tops and sinks shall be free of stains and encrustation.
- 4.9.4 **TASK #3 B (Daily):** Clean all fixtures, counter tops, sinks, stall walls, doors utilizing a cleaner/disinfectant
- 4.9.5 **TASK #4 (Daily)**: All dispensers shall be restocked. Waste receptacles shall be emptied, cleaned, disinfected and new bags inserted.
 - **QUALITY CONTROL REQUIRED**: Filling Supply Dispensers. Empty waste receptacles, restock paper towel, soap and toilet paper dispensers.
- 4.9.6 **TASK #5 (Daily)**: Spot cleaning other surfaces and dust all horizontal surfaces.
 - **QUALITY CONTROL REQUIRED**: <u>Spot Cleaning</u>. Smudges, marks or spots shall be removed without causing unsightly discolorations. There shall be no oil spots, or smudges caused by cleaning tools.
- 4.9.7 **TASK #6 (Weekly)**: Damp wipe the full surface area of all stall partitions, doors, and wastebaskets utilizing a multi-purpose disinfectant/deodorizer cleaner.

QUALITY CONTROL REQUIRED: <u>Damp Wiping</u>. All dirt, water stains, spots, streaks, and smudges shall be removed from the surfaces.

4.10 SCOPE OF WORK/REQUIREMENTS: FIVE (5) BREAK ROOMS, TWO (2) KITCHENETTES.

NOTICE: DO NOT CLEAN INSIDE OF REFRIGERATOR.

- **4.10.1 TASK** #1(Daily): Empty wastebaskets and remove trash to designated area. Clean and sanitize all unlined cans used for collection of food remnants.
- 4.10.2 **TASK #2 (Daily)**: Stainless steel sinks and dispensers shall be cleaned bright, free of oil, dirt, mineral deposits, streaks or other encrustation.
- 4.10.3 **TASK #3 (Daily)**: Counter tops shall be cleaned and sanitized free of stains, streaks and other encrustation.
- 4.10.4 **TASK #4 (Daily)**: Kitchenette areas shall be cleaned, free of food remnants and other encrustation.
 - 4.10.5 **TASK** #5 (**Daily**): Restock all soap and paper products.
 - 4.10.6 **TASK** #6 (**Daily**): Mop and wet mop or scrub floors utilizing a cleaner /disinfectant.
 - 4.10.7 TASK #7 (Daily): Tile flooring shall be cleaned of dirt stains and encrustation.
 - 4.10.8 TASK #8 (Bi- Monthly): Clean tile floors with a water emulsion floor finish.
 - 4.10.9 **TASK #9 (Daily)**: Clean from around the refrigerators and micro-ovens.

4.11 SCOPE OF WORK/CLEANING REQUIREMENTS: DRINKING FOUNTAINS.

- 4.11.1 **TASK #1 (Daily):** Clean drinking fountains and replenish paper cups where dispensers are provided.
 - **QUALITY CONTROL REQUIRED:** Cleaning Drinking Fountains: The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks.
- 4.11.2 **TASK #2 (Weekly):** Remove all scale and thoroughly clean the fountain.
 - **QUALITY CONTROL REQUIRED:** Bright Metal Polishing: Bright metal surfaces shall have a polished and lustrous appearance. All scale and mineral deposits shall be removed.

4.12 CLEANING MATERIAL/PRODUCT SPECIFICATIONS:

4.12.1 <u>SYNTHETIC ALL-PURPOSE CLEANER</u>- This specification covers one grade of a liquid concentrated compound suitable for wet cleaning of both painted and unpainted surfaces where hard or soft water prevail. An effective cleaning agent shall be used on wood, rubber, asphalt tile, terrazzo, marble, concrete floors and other surfaces.

A. Requirements:

- 1. The compound shall be non-caustic and contain no soap.
- 2. Compound shall be completely soluble in distilled water at room temperature.
- 3. Compound shall contain no free alkali or ammonia.
- 4. Compound shall contain no free oil, abrasives or their harmful ingredients and shall not be irritating to the skin.
- 5. The compound shall contain no more than 87% by weight, of matter volatile at 105 degrees C.

B. Performance Qualities of Compound

- 1. Ph of the compound shall be no higher than 9.9 (Beckman Ph meter) at a 1% concentration in distilled water.
- 2. Emulsification of grease, oil and dirt very good.
- 3. Free rinsing excellent.
- 4. Foaming moderate foam with excellent stability, in the presence of grease and oil.
- 5. The undiluted concentrate shall have a viscosity of not less than 450 cps. or more than 850 cps. at room temperature (20 degrees).
- 6. The product shall be safe for use on all surfaces when used as directed.
- 4.12.2 <u>LOTION CLEANER</u> This specification covers a lotion type abrasive disinfectant cleanser for the cleaning of porcelain surfaces and for general maintenance use.

A. Requirements

- 1. The cleanser shall be made from high quality soap, abrasives and disinfectant agents, uniformly mixed. Small amounts of other ingredients may be added to improve the quality of the cleanser.
- 2. The cleanser shall be a white of an attractive pleasing color, scented or unscented, and of uniform composition. Rinsability: complete.
- 3. Composition:
 - a. The moisture content shall not exceed 55%.
 - b. Anhydrous synthetic detergent content 5% minimum to 10% maximum.
 - c. Abrasive content shall not be less than 30%.

- d. Fineness of insoluble siliceous matter 1% maximum retained on #100 U.S. Sieve.
- e. Ph measured by standard Ph meter method shall be between seven and eight.
- 4.12.3 <u>WATER EMULSION METAL-LINK POLYMER FLOOR FINISH</u> This specification covers a self-polishing, slip resistant, all synthetic water emulsion floor finish intended for use on, and not detrimental to, sealed or finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo and cement surfaces. The product is to be used without dilution. Acid sensitive emulsions are excluded.

A. Requirements

- 1. The finish shall consist of all synthetic components. It shall contain no natural waxes.
- 2. The finish shall contain a minimum of 15% non-volatile material when determined in accordance with ASTM method D-1289-64.
- 3. The finish shall consist of polyacrylic and polyethylene components. Polymers shall be metal-linked to provide excellent detergent resistance.
- 4. The product shall be safe for use on all kinds of floors including asphalt, vinyl, linoleum, terrazzo, marble, sealed wood, cork, rubber, and other composition tile surfaces.
- 5. The product shall produce a colorless, non-slip, water resistant coating having a very high gloss.
- 6. The finish shall be re-coated within 30 minutes after prior coat has dried. Second coat shall not whiten nor lift the first coat it shall produce enhanced gloss.
- 7. The product shall resist scuffing, powdering, and scratching under traffic to a satisfactory degree and shall respond to buffing.
- 8. The finish shall level well without streaking or puddling when applied with mop or lambs wool applicator.
- 9. The finish shall resist wet cleaning with alkaline detergents without being removed from the floor and without destroying gloss. However, it shall be readily removable by industrial and institutional wax strippers.
- 10. The product shall not be acid sensitive, and shall resist acidic cleaners and strippers, including acidic soft drinks and fruit juices.
- 11. The finish shall be non-yellowing on the floor and should be milk white in the original container, rather than tan.
- 12. The finish shall have a coefficient of static friction on the floor greater than 0.50 when measured by the ASTM method D-2047-69, and accordingly, is considered safe.
- 13. The finish shall be film forming at usual temperatures and shall produce no powdering and no crazing.
- 14. The finish shall be completely waterproof within 12 hours after application.
- 15. The finish shall be free from objectionable odor and must not develop an offensive odor upon storage in the original, unopened container.

NOTE: A premium urethane cross-linked acrylic copolymer thermoplastic floor finish may also be used <u>upon approval</u> by Project Manager.

4.12.4 <u>WATER EMULSION TYPE FLOOR WAX OR FINISH REMOVER</u>. This specification covers commercial wax remover for use in stripping water emulsion floor wax or finish (including the metal-link polymers) from vinyl, rubber, asphalt, and other composition floor surfaces. Also for use as a heavy duty cleaner for ceramic and conductive floors, the compound shall be a liquid of one grade only.

A. Requirements

- 1. The compound shall be a homogeneous, highly concentrated free flowing liquid so formulated that it may be diluted with clear water. It shall be composed of synthetic detergents, alkaline builders and sequestering agents. It shall not cause skin irritations when used in accordance with directions.
- 2. The compound in use concentrations shall be <u>free rinsing</u> and free from any odor which might be objectionable under conditions of use.
- 3. The compound shall not contain any fatty acid soaps.
- 4. The non-volatile content shall not be less than 6.5% at 105 degrees C.
- 5. The Ph value of a 1.0% by weight solution shall be not more than 12.0 when tested by standard Ph meter.
- 6. The compound shall be completely miscible with tap water in all proportions. It shall be stable and clear between a temperature range of 32 degrees F and 110 degrees F.
- 7. The floor wax removal compound shall remove 95% of a wax film as determined by instrumental measurement, in which the reflectance of a light colored unwaxed standard linoleum panel is compared with that of a panel which has been waxed with a standard dyed water emulsion wax and then stripped.
- 8. The product shall remove grease, oils, waxes, gums, dirt, and hard-to-remove soils from all recommended surfaces when used as directed.

4.13 "OUT OF SCOPE" SERVICE REQUIREMENTS:

- 4.13.1 Any costs associated with "out-of-scope" cleaning services, will be determined and negotiated, on a job-to-job basis, by the Project Manager and the Contractor or an authorized agent (i.e. supervisor, foreman, boss, etc.) of the Contractor.
- 4.13.2 <u>DEFINITION: OUT-OF-SCOPE CLEANING SERVICES</u>- "Out-of-scope" cleaning services refers to any work requested of the contractor that is not included, or scheduled in the Janitorial Contract (ie., daily, weekly, monthly, semi-annual, or annual cleaning) and/or additional work which places an unfair burden on the Contractor due to extra labor required or extra material used. The need for "Out-of-Scope" cleaning services will be determined by the County's Project Manager. "Out-of-Scope" cleaning services may result from the relocation, construction, and/or renovation of a department or section within a department. Lobbies and corridors may also be included in "Out-of-Scope" cleaning services if any of

the above actions cause an unacceptable appearance or if any area requiring service cannot be reached with a 6' extension handle or ladder.

If an area within the contract perimeters has lapsed into an unacceptable state of cleanliness due to normal use or contractor's neglect, this will not be considered as an "out-of-scope" cleaning service. If remedial cleaning is required, Contractor will be responsible for performing this service at no additional cost to Chatham County.

Listed below are the four categories of out-of-scope cleaning.

- 1. <u>OUT-OF-SCOPE GENERAL CLEANING:</u> Out-of-scope general cleaning will consist of, but shall not be limited to, all tasks and quality requirements as provided in the section of cleaning specifications entitled "Room Cleaning". However, all reference to stripping, sealing, and re-coating resilient tile floors will be disregarded. Also, any reference to carpet cleaning will be disregarded.
- 2. <u>OUT-OF-SCOPE AFTER CONSTRUCTION/RENOVATION CLEANING:</u> Same as above.
- 3. <u>OUT-OF-SCOPE RESILIENT TILE FLOOR STRIPPING</u>, <u>SEALING</u>, <u>RECOATING</u>, <u>AND BURNISHING</u>: Contractor will be required to provide services as per specifications to strip, seal, and apply three coats of floor finish to all hard and resilient floors." All quality requirements will be adhered to.
- 4. <u>OUT-OF-SCOPE CARPET CLEANING:</u> Contractor will be required to provide services as per specifications for carpet cleaning. "Carpet cleaning shall be by water or steam extraction process." All quality requirements will be adhered to.

4.14 SECURITY PROVISIONS:

4.14.1 The following rules, regulations, and policies will be strictly enforced at all of the Sites. Failure to do so, or a gross violation of any security procedure, shall be grounds for cancellation of this contract.

4.14.2 Key Security:

- 1. Check out/in keys on a daily basis.
- 2. Supervisor will have keys in his/her possession at all times.
- 3. Keys will not be duplicated, reproduced or copied.
- 4. The cost for lost or misplaced keys will be borne by Contractor.
- 5. The cost of re-keying areas considered security sensitive will be borne by Contractor if key(s) is lost or misplaced while in possession of Contractor or Contractor's employee(s).

CHATHAM COUNTY, GEORGIA

BID SHEET

BID NO. <u>13-0013-5</u>

JANITORIAL SERVICES FOR THE PETE LIAKAKIS BUILDING

Description	Monthly Service Cost	Annual Service Cost
1 st Floor		
1 F100F		
2 nd Floor		
3 rd Floor		
4 th Floor		
5 th Floor		
Total		

NAME/TITLE	
COMPANY NAME	
ADDRESS	
CITY/STATE/ZIP	
PHONE NUMBER	
FAX NUMBER	

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.

B.	A drug-free workplace will be provided for the employees during the performance of the contract and;				
C.	Each sub-contractor under the directic certification:	on of the Contractor shall secure the following written			
	(C	ontractor) certifies to Chatham County that a drug-free			
work	kplace will be provided for the employees	luring the performance of this contract known as			
ANN	NUAL CONTRACT FOR JANITORIAL S	ERVICES FOR THE PETE LIAKAKIS BUILDING			
Pursu	uant to paragraph (7), of subsection (B) of	Code Section 50-24-3. Also, the undersigned further			
certif	fies that he/she will not engage in the unlaw	wful manufacture, sale, distribution, dispensation,			
posse	ession, or use of a controlled substance or	marijuana during the performance of the contract.			
CON	NTRACTOR:	DATE:			
NOT	ΓARY:	DATE:			

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know	All Men By These Presents, that I	(We),	,	, ,
	•	Name	Title	Name of Bidder
Count	n after "Company") in considerat ty project procurement (ANNUAL AKIS BUILDING), hereby conser	CONTRACT	FOR JANITOR	IAL SERVICES FOR THE PETE
1.		s of race, color,	, national origin (ed the benefit of or otherwise or gender in connection with the tract resulting therefrom;
2.	That it is and shall be the policy of this Company to provide equal opportunity to all busine persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;			
3.		ees to take aff	irmative action	is Company has been made to provide minority and women nities to do business with this
4.	That the promises of non-disc throughout the duration of this co			forth herein shall be continuing
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.

	y indictments or convictions of any person, subsidiary, or affiliate of this company enses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses inc
a lack	of business integrity or business honesty which affects the responsibility contractor.
List an	y convictions or civil judgments under states or federal antitrust statutes.
	y violations of contract provisions such as knowingly (without good cause) to performance, in accordance with the specifications of a contract.
List an	y prior suspensions or debarments by any governmental agency.
List an	y contracts not completed on time.
List an	y penalties imposed for time delays and/or quality of materials and workmanship.

	, as
Name of individual	, as Title & Authority
	, declare under oath that
mpany Name	
above statements, includi	ing any supplemental responses attached hereto, are tru
Signature	
State of	
County of	
Subscribed and sworr	n to before me on this day of
2008 by	representing him/herself to be
	of the company named herein.
	Notary Public
	My Commission expires:
	Resident State:

DPC Form #45

ATTACHMENT D

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

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 engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
Date of Authorization
Name of Contractor
Name of Project
Name of Public Employer
I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on,, 20 in(city),(state).
Signature of Authorized Officer or Agent
Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF,20
NOTARY PUBLIC
My Commission Expires:

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

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

Federal Work Authorization User Identification N	Number
Date of Authorization	
Name of Subcontractor	
Name of Project	
Name of Public Employer	
I hereby declare under penalty of perjury that the	foregoing is true and correct.
Executed on,, 201 in(city),	(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or A	Agent
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF	,20
NOTARY PUBLIC	
My Commission Expires:	

ATTACHMENT E

Systematic Alien Verification for Entitlements (SAVE) Affidavit Verifying Status for Chatham County Benefit Application

By executing this affidavit under oath, as an		
or Occupation Tax Certificate, Alcohol Lice		
in O.C.G.A. Section 50-36-1, I am stating the contract for		
individual, business, corporation, partnershi		pprying on benan or
marvidual, business, corporation, partnersin	p, or other private entity]	
1.) I am a citizen of the U	nited States.	
OR		
2.) I am a legal permanent	resident 18 years of age or older.	
OR		
3.) I am an otherwise quali	fied alien (8 § USC 1641) or non-im	nmigrant under the Federal
Immigration and Nationality Act (8	USC 1101 et seq.) 18 years of age o	r older and lawfully
present in the United States.*		
In making the above representation under oa		
makes a false, fictitious, or fraudulent stater	*	t shall be guilty of a
violation of Code Section 16-10-20 of the C	Official Code of Georgia.	
	Signature of Applicant:	Date
	Printed Name:	
SUBSCRIBED AND SWORN	*	
BEFORE ME ON THIS THE	Alien Registration number	for non-citizens.
DAY OF, 20		
Notary Public		
My Commission Expires:		
my Commission Expires.		

ATTACHMENT F

CHATHAM COUNTY, GEORGIA

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 of 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.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification – the above information is true and complete to the best of my knowledge and

belief.	
(Printed or typed Name of Signatory)	-
(Signature)	_
(Date)	_
NOTE: The penalty for making false statements in offers is pre-	scribed in 18 U.S.C. 1001

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

ATTACHMENT G

Chatham County Minority and Women Business Enterprise Program M/WBE Participation Report

ame of Project:	Bid No:				
M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE
MBE Total%	WBE Total %		WBE Combined	%	
	enter into a formal agreend upon execution of contra	nent with M/WBE	Contractor identifie	d herein f	
Signature		Print			

ATTACHMENT H

AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder/Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent	Date	
Title of Authorized Officer or Agent		
Printed Name of Authorized Officer or A	Agent	
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF	, 2012	
Notary Public My Commission Expires:		
	My Commission expires:	
	Resident State:	

LEGAL NOTICE

CC NO. <u>165429</u>

Sealed bids will be received until 2:00 P.M. on MARCH 6, 2013 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: Bid No: 13-0013-5 ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR THE PETE LIAKAKIS BUILDING

<u>A "MANDATORY ON-SITE"</u> PRE-BID CONFERENCE: 2:00PM, FEBRUARY 27, 2013, IN THE PETE LIAKAKIS BUILDING LOCATED 222 W. OGLETHORPE AVE, SAVANNAH, GEORGIA 31401.

Specifications can be downloaded from the County's website at www.purchasing.chatham.county.org and are available in the office of the Chatham County Purchasing Department, at the address listed above. For additional information concerning specifications, please contact only Mrs. Kathleen Watson-Scott, CPPB, Procurement Specialist at (912) 790-1619. 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.chatham.county.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"

MARGARET H. JOYNER, PURCHASING AGENT

-Savannah News -INSERT: February 22, 2013

News only-Please send two copies of affidavit to: Chatham County Purchasing and Contracting Department 1117 Eisenhower Drive, Suite C Savannah, GA 31406 (912) 790-1618