INVITATION TO BID

BID NO. 13-0011-7

ANNUAL PRICE AGREEMENT FOR VARIOUS 2013 MODEL YEAR NEW TRUCKS, VANS AND SUV'S FOR CHATHAM COUNTY GOVERNMENT

BID OPENING: 2:00PM, FEBRUARY 28, 2013

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE COMMISSIONER JAMES J. HOLMES COMMISSIONER TONY CENTER COMMISSIONER PATRICK J. FARRELL COMMISSIONER YUSUF K. SHABAZZ COMMISSIONER LORI L. BRADY COMMISSIONER DEAN KICKLIGHTER COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

X GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

SURETY REQUIREMENTS (a Bid Bond of 5% with this ITB)

X PROPOSAL

____PLANS/DRAWINGS

X BID SCHEDULE

_____PERFORMANCE BOND

_____PAYMENT BOND

____CONTRACT

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT.

<u>X</u> DOCUMENTATION OF ABILITY TO PERFORM BID REQUIREMENTS. THIS MAY BE REQUIRED OF BIDDERS AFTER SUBMISSION OF BIDS.

<u>COUNTY TAX CERTIFICATE REQUIREMENT</u> - Contractor must supply a copy of their Tax Certificate from their location in the State of Georgia, as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER	
CITY	
COUNTY	
OTHER	

The Chatham County of Commissioners have established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are encouraged to report ownership status. A minority or woman owned business is defined as a business with at least 51% ownership by one or more minority/female individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners. Please check ownership status as applicable:

African-American Asian American Hispanic

 Native American or Alaskan Indian
 Woman

In the award of "Competitive Sealed Proposals", minority/female participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S)

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

SIGNATURE

TITLE:_____

COMPANY:_____

CHATHAM COUNTY, GEORGIA OFFICE OF THE PURCHASING AGENT 1117 EISENHOWER DRIVE, SUITE C SAVANNAH, GEORGIA 31406 (912) 790-1623

Date: February 8, 2013

BID NO. 13-0011-7

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Agent, at <u>The Chatham County Citizens Service Center, 1117 Eisenhower Drive,</u> <u>Suite C, Savannah, Georgia 31406 up to 2:00PM, February 28, 2013,</u> at which time they will be opened and publicly read. The County reserves the right to reject <u>all</u> bids that are non-responsive or not responsible.

Instructions for preparation and submission of a bid is contained in this Invitation For Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

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 <u>Chatham County Purchasing Ordinance and Procedures</u> Manual, Article VII - Disadvantaged Business Enterprises Program.

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

SECTION I INSTRUCTIONS TO BIDDERS

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

1.2 How to Prepare Bids: All bids shall be:

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

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

- 1.3 **How to Submit Bids:** All bids shall be:
 - a. An original and <u>duplicate</u> copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.
 - b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Chatham County 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.
- 1.6 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days after 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.
- 1.9 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 1.11 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply

with any and all other standards or regulations required by federal, state or County stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

- 1.12 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.13 **Local Preference:** On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. **NOTE:** Local Preference **does not apply to Public Works Construction contracts.**
- 1.14 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

** All bidders or proposers are to read and complete the Disclosure of Responsibility Statement enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

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

1.15 **Performance Evaluation:** On 11April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

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

1.16 Payment of Taxes: No contract shall be awarded unless all real and personal property

taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

- 1.17 Not Used
- 1.18 Immigration: On 1 July 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. Contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify E-Verify is a no-cost federal employment verification system to insure System. employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov. to find the E-Verify information.

Protection of Resident Workers: Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (IN) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the IN, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.19 **Surcharge:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA. with all delivery handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of the bid. The County will not pay additional surcharges.

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.

- 2.3 Not Used.
- 2.4 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of <u>sixty (60)</u> days from bid opening date, unless otherwise stated in the bid.
- 2.5 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.6 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.7 **Guarantee:** 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, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.8 Liability Provisions: Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.9 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.10 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the

account of the County of supplies furnished or construction work performed hereunder.

- 2.11 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
 - (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose or restricting competition.
- 2.12 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.13 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The <u>Chatham County Purchasing Procedures Manual</u>, Article IX Appeals and Remedies shall govern the review and resolution of all protests.
- 2.14 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

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

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

- 2.16 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. Failure to do so may be cause for termination of contract.
 - 2.16.1 General Information that shall appear on a Certificate of Insurance:

Name of the Producer (Contractor's insurance Broker/Agent).

Companies affording coverage (there may be several).

- Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- A Summary of all current insurance for the insured (includes effective dates of coverage).
- A brief description of the operations to be performed, the specific job to be performed, or contract number.
- Certificate Holder (This is to always include Chatham County).

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

- 2.16.2 Minimum Limits of Insurance to be maintained for the duration of the contract:
 - a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
 - b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's

Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.

- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.
- 2.16.3 Special Requirements:
 - a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
 - b. **Extended Reporting Periods**: The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
 - c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
 - d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
 - e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the Contract.
 - f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
 - g. Lapse in Coverage: A lapse in coverage shall constitute grounds for

contract termination by the Chatham County Board of Commissioners.

h. **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

2.16.4 Additional Coverage for Specific Procurement Projects: NOT APPLICABLE FOR THIS PROJECT

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

Coverage Requirement:	\$1 million per claim/occurrence If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> if tail coverage has been purchased and the duration of the coverage.
· · · · · · · · · · · · · · · · · · ·	duration of the coverage.

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction. <u>Minimum Limits:</u> All-Risk coverage equal 100% of contract value <u>Coverage Requirements:</u> Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.
- 2.17 **Compliance with Specification Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.18 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.19 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

- 2.20 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
 - a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.21 Not Used

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

Goals established for this project is <u>12% MBE/ 5% WBE</u>.

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

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms.

For information on the program or M/WBE contractors/vendors please contact Ms. Arneja Riley, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, (912) 652-7849 fax, or email alriley@chathamcounty.org.

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

Responses to RFP's 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 the ITB will be read allowed at public bid openings. After Bid Tabulations, the ITB shall be available for public viewing.

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

- 2.25 **GEORGIA TRADE SECRET ACT of 1990 -** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.26 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.27 **EXCEPTIONS-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
 - a. Cost estimates relating to a <u>proposed procurement transaction prepared by or for a</u> public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
 - d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

SECTION III ADDITIONAL CONDITIONS

3.1 <u>METHOD OF COMPENSATION</u>. The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.

3.2 SURETY REQUIREMENTS and Bonds: (DOES NOT APPLY TO THIS PROJECT)

- 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.
- D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or sprites for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.
- E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide

service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;

3.3 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.

3.4 WARRANTY REQUIREMENTS:

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

3.5 **TERMS OF CONTRACT:** (check where applicable):

- a. Annual Contract (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)
- X b. Annual Price Agreement For 2013 model year (THE BOARD OF COMMISSIONERS RESERVES THE RIGHT TO PURCHASE ADDITIONAL VEHICLES AS LONG AS THEY ARE AVAILABLE).
 - 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		
	SIGNATUR	RE
	TITLE	
	COMPAN	Y
	Phone / Fax	No's.

CHATHAM COUNTY, GEORGIA SURETY REQUIREMENTS

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

A Performance Bond for one hundred percent (100%) of the bid <u>shall not</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

ANNUAL PRICE AGREEMENT FOR VARIOUS 2013 MODEL YEAR NEW TRUCKS, VANS AND SUV'S FOR CHATHAM COUNTY FLEET OPERATONS VEHICLE/EQUIPMENT SPECIFICATION AND BID

SPECIFICATIONS FOR:

BID NO. 13-0011-7

This bid will set unit pricing for the entire 2013 model year, and will include all standard features as of <u>January 2, 2013</u>. It is the County's intent that award shall be based on unit price. The County reserves the right to award to multiple vendors. Bid will be accepted from vehicle dealerships only. No bids from vehicle brokers will be considered.

QUANTITY: UNDETERMINED / OPEN - ENDED FOR MODEL YEAR

COUNTY CONTACT: MICHAEL GRANT (912) 652 - 6875

Delivery cost to 65 Billy B. Hair Dr., Savannah, GA 31408

(DO NOT anticipate drop shipping)

* NO DEALER ADVERTISING IS TO BE ON ANY VEHICLE*

Specifications may contain optional equipment.

(The above specifications apply to all items).

ITEM #1

DESCRIPTION: NEW 2013 Ford F-150 Model: XL Regular Cab, 4x2, 6-1/2' Box body

STANDARD EQUIPMENT DETAILS

5.0L V8 FFV EngineElectronic 6-Speed Automatic Transmission with Tow/Haul Mode, 4X23.31 Non-Limited Slip Axle Ratio

EXTERIOR

All Available Colors Side Mirrors – Manual 17" Grey Styled Steel Wheels P235/75R17 Black side wall All-Terrain Tires Interval Wipers Locking Removable Tailgate w/Lift Assist Rear Solar Tinted Glass Spare Tire & Wheel Lock

INTERIOR

Vinyl Seats 40/20/40 Front Seat (all available colors) Black Vinyl Flooring AM/FM Stereo and Clock Day/Night Rearview Mirror Manual Air Conditioning/ Heat Tilt Steering Wheel Manual Windows & Door Locks 4 Keys

SAFETY

4-Wheel Disc Brakes w/ABS Anti-Theft Ignition

UNIT COST PRICE

\$_____

Options/Upgrade

A. XL 4 X4 Drive, to include	
3.55 Non-Limited Slip Axle Ratio	\$
B. XL Super Cab	\$
C. XL Super Crew	\$
D. Up Grade to XLT model	\$
E. 5-1/2 ft. Styleside Body	\$
F. 8 ft. Styleside Body	\$
G. 101A equipment group	\$
H. XL Trailer Tow Pkg.	\$
I. XL Plus Pkg.	\$
J. XL Decor Group	\$
K. Pwr. Equipment Group	\$
L. Trailer Tow Pkg.	\$
M. Tail Gate Step	\$
N. Box Side Steps 2	\$
O. Carpet & Carpeted Floor Mats	\$
P. Trailer Brake Controller	\$
Q. Cruise Control	\$
R. Cloth $-40/20/40$ Front Seat	\$
S. Spray-in bedliner	\$
T. Drive-side spotlight	\$

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #2

DESCRIPTION: NEW 2013 Ford F-250 Model: XL Regular Cab, 4x2, 8' Box body

STANDARD EQUIPMENT DETAILS

6.2L V8-FFV (Gas) Torq Shift 6-Speed Select Shift Automatic

EXTERIOR

All available colors Manual Trailer Tow Mirrors with Manual Glass Black Grille/Bumpers Fixed Interval Wipers Front Tow Hooks Locking Removable Tailgate w/Lift Assist Pickup Box Trailer Towing Package Tires (245/75R17) Spare Tire, Wheel Lock & Jack Driver side spot light

INTERIOR

Vinyl Seats 40/20/40, dark color Air Conditioning - Manual & Heat AM/FM Stereo w/Clock Black Vinyl Floor Covering Vinyl Sun Visors Day-Night Rear View Mirror Power Windows & Door Locks 4 Keys

SAFETY

Driver/Passenger Air Bags 4-Wheel Antilock Brake System Securilock Anti-Theft Ignition

UNIT COST PRICE

\$_____

Options / Up grade			
A.	6 3/4' Box Body	\$	
B.	Cloth Seats	\$	
C.	XL Super cab	\$	
D.	XL Super crew	\$	
E.	Dual rear wheels (F-350 only)	\$	
F.	4x4 wheelbase	\$	
G.	F-350 XL Regular Cab (6.7L V8 Diesel)	\$	
H.	F-450 XL Regular Cab (6.8L V10 Gas)	\$	
I.	Heavy service pkg.	\$	

J.	Pick up box delete (66d)	\$
K.	Spare tire & jack / with (66 D)	\$
Ŧ		<i>.</i> •• ф
L.	6.7L V-8 Turbo Diesel with 3.31 non - limited slip axle ra	tt10\$
М.	3.73 Electronic locking axle	\$
N.	Power equipment group (Pwr. Windows, Locks & Mirror	s) \$
О.	Carpet & Floor Mats	\$
P.	Upfitter switches	\$
Q.	Heavy duty service suspension	\$
R.	Cruise control	\$
S.	Skid plates / with 4X4 drive	\$
Τ.	Spray-in bedliner	\$
U.	Drive - side spotlight	\$
V.	F-250 Cab and Chassis (6.7L V8 Diesel)	\$

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #3

DESCRIPTION: NEW 2013 SD F250 4x4 SUPERCAB, XL 142" WB STYLESIDE STYLESIDE - 6 3/4' CARGO BOX

STANDARD EQUIPMENT DETAILS

6.7L V-8 Diesel6- Speed Auto TorqShift Trans3.31 Non - Limited Slip Axle RatioIntegrated Trailer Brake Controller

MECHANICAL

Type: Diesel Horsepower: 390 @ 2800 RPM Torque: 735 @ 1600 RPM Drive Train: Rear Wheel Drive

ELECTRICAL SYSTEM

Heavy duty electrical package 200 amp alternator, minimum Maintenance free battery

INTERIOR

All available colors Vinyl Seats 40/20/40 Rear fold-up Bench Seat Vinyl sun-visors Black vinyl floor covering Factory Air Conditioning & Heat Pwr Door Locks & Windows Cruise Control AM/FM radio stereo w/ clock minium Day-Night rear view mirror Analog gages instead of warning lights Electronic Shift-On -The -Fly Upfitter Switches 4 sets of keys per vehicle

EXTERIOR

All available color Fixed Interval wipers Front Tow Hooks Locking removable tailgate w/ lift assist Pickup box, tie down hooks Full-size spare tire, wheel & jack tools Manual locking hubs Mono Beam coil spring suspension w/ stabilizer bar Trailer towing package Black grille/bumpers 17" black wall all-terrain tires (LT245/75Rx17E) Spare tire and Jack tools Backup Alarm (by ECCO) Skid Plates, Transfer Case & Fuel Tank (underbody)

UNIT COST PRICE

OPTI	<u>ONS / UP GRADE</u>	
A.	6.2L V-8 Gas with 3.73 Non - limited slip axle ratio	\$
B.	8' BOX	\$
C.	Carpet & floor mats	\$
D.	Cloth seats 40/20/40	\$
E.	10,000 GVWR Pkg.	\$

\$

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #4

DESCRIPTION: NEW 2013 E350 XL SD EXT WAGON (15 PASSENGER VAN)

STANDARD EQUIPMENT DETAILS

138" WB 6.8L EFI V10 Engine Elect, 5-SPD Auto O/D Trans

3.73 Non-Limited Slip Axle

MEHANICAL

Type: Gas/Ethanol Horsepower: 255 @ 4,500 RPM Torque: 350 @ 2,500 RPM Drive Train: Rear Wheel Drive Power Steering 225 Amp Alternator Maintenance free battery

INTERIOR

All Available colors (Vinyl Seats) Front dual bucket seats Vinyl front floor covering Cloth headliner Factory Tilt Steering Factory Air Conditioning / Heat (Front & Rear AM/FM radio stereo w/ clock minium Inside rearview mirror Rear view camera Four (4) sets of keys per vehicle Cruise control Pwr. Window and Locks User Defined Switches Glove box w/12v pwr. Pt

EXTERIOR

All available colors Interval Wipers Hinged side cargo doors Swing out side doors with fixed glass /fixed rear door glass Sport wheel covers Black grille/bumpers LT245/75R16E BSW A/S TIRES Privacy Glass Full size spare tire and jack tools

UNIT COST PRICE

\$_____

OPTIONS / UP GRADE

- A. Trailer two pkg. Class II/III/IV
- B. Full/door length running boards
- C. Front License Plate Bracket

- D. Sliding Right Side Cargo Door
- E. Privacy Glass

\$_____ \$_____

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #5

DESCRIPTION: NEW 2013 E350 XL WAGON (12 PASSENGER VAN)

STANDARD EQUIPMENT DETAILS

138" WB 5.4L EFI V8 Engine 4-SPD Auto O/D Trans

MECHANICAL

Type: Gas/Ethanol Horsepower: 255 @ 4,500 RPM Torque: 350 @ 2,500 RPM Drive Train: Rear Wheel Drive Power Steering 155 Amp Alternator Maintenance free battery

INTERIOR

All Available colors (Vinyl Seats) Front dual bucket seats Vinyl front floor covering Cloth headliner Factory Tilt Steering Factory Air Conditioning / Heat AM/FM radio stereo w/ clock minium Inside rearview mirror Four (4) sets of keys per vehicle Glove box w/12v pwr. Pt

EXTERIOR

All available colors Interval Wipers Hinged side cargo doors Swing out side doors with fixed glass/fixed rear door glass Sport wheel covers Black grille/bumpers LT245/75R16E BSW A/S TIRES Spare tire and jack tools

UNIT COST PRICE

OPTIONS / UP GRADE

A.	Trailer two pkg. Class II/III/IV	\$
B.	Full/door length running boards	\$
C.	Front License Plate Bracket	\$
D.	Sliding Right Side Cargo Door	\$
E.	Rear view camera	\$
F.	Cruise control	\$
G.	Pwr. Window and Locks	\$
H.	User Defined Switches	\$
I.	Privacy Glass	\$
J.	High Capacity Air Conditioner	\$

\$_____

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #6

DESCRIPTION: NEW 2013 TRANSIT CONNECT, XLT (CARGO VAN)

STANDARD EQUIPMENT DETAILS

210A 114" Wheelbase 2.0L 14 Duratec Gas Engine 4 SPD Auto Transaxle W/O/D S7B with 210A Pkg.

MECHANICAL

Type: Gas/Ethanol Horsepower: 136 @ 6,300 RPM Torque: 128 @ 4,750 RPM

ELECTRICAL SYSTEM

Maintenance Free Battery 150 amp alternator, minimum

INTERIOR

Floor covering- carpeted front, vinyl rear head-liner- full cloth Tilt/Telescope Steering Speed control Power-point-2 front/1 RR Power window and locks Dome lamps-Frt, Mid & RR Factory Air Conditioning -Manual AM/FM Stereo/CD, W/ 2 speakers Overhead stowage shelf Bucket seats (Cloth)-manual 6- way Driver, 4-way front pass (All available colors)

EXTERIOR

All available color 15-in wheels steel w/ cover Full-size spare tire & ack Manual fold power mirrors Glass on side door and rear Bumpers body color Moldings-body side, grey wheel lip grey Grille-Grey 3-Bar w/ lock Fuel tank 15.4 gallon Battery- 700CCA-Maint. Free Alternator-150-Amp/Hour Different key code for each vehicle Four (4) sets of keys per vehicle Spare tire and jack tools

UNIT COST PRICE

\$_____

\$

\$

\$_

\$

\$

\$_____

OPTIONS/UPGRADE

- A. Down grade to XL model
- B. Floor Mats
- C. Rear view camera
- D. Cargo Metal bulkhead (S7C)
- E. Cargo Bulkhead (metal wire)
- F. No Glass on Body Doors

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #7

DESCRIPTION: NEW 2013 E250 CARGO VAN 138 WB

STANDARD EQUIPMENT DETAILS

Cargo Van 138 WB 4.6L EFI V8 Engine Elect, 4-SPD Auto O/D Trans /with large capacity cooler Preferred Equipment Pkg. 750A

MECHANICAL

Type: Gas/Ethanol Horsepower: 225 @ 4,800 RPM Torque: 286 @ 3,500RPM Drive Train: Rear Wheel Drive Power Steering Elect. Throttle CTRL Electrical System 120 amp alternator, minimum Maintenance free battery

INTERIOR

All Available colors Vinyl front floor covering Vinyl front head-liner Factory Tilt Steering Glove box w/ 12v pwr pt Center & Rear Cargo Light Front -Factory Air Conditioning / Heat AM/FM radio stereo w/ clock minium Inside rearview mirror Dual vinyl bucket seats Four (4) sets of keys per vehicle

EXTERIOR

All available colors Fixed Interval wipers Manual telescopic mirrors Hinged side cargo doors with glass on side and rear LT245/75R16E BSW A/S tires Full-size spare tire, wheel & jack tools Twin I- Beam independent front suspension Trailer towing package Black grille/bumpers

UNIT COST PRICE

\$_____

OPTIONS/UPGRADE

A.	Preferred equipment Pkg. 750A Standard trim	\$
B.	LT245/75RX16E BSW All Season Tires	\$
C.	4.10 Ratio regular axle	\$
D.	Front License Plate Bracket	\$
E.	Glass, fixed side/ rear cargo door	\$
F.	Crew Van package	\$
G.	Vinyl floor covering, rear	\$

H.	Sliding right side cargo door	\$
I.	5.4L EFI V8	\$
J.	Sliding Right Side Cargo Door	\$
K.	Crew Van Package	\$
L.	Pwr. Group (doors & locks)	\$
M.	Privacy Glass	\$

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #8

DESCRIPTION: NEW 2013 EXPLORER - FWD

STANDARD EQUIPMENT DETAILS

Rapid Spec 100A 112.6" Wheelbase 3.5L TIVCT V6 Gas Engine Automatic Transmission

MECHANICAL

Type: Gas/Ethanol Horsepower: 290 @ 6,500 RPM Torque: 255 @ 4,000 RPM Drive Train: Front Wheel Drive 4-Wheel Disc Brakes W/ABS Electric pwr -assisted steering

INTERIOR

All available colors Cloth seating Front buckets with adjustable head restraints 2nd Row 60/40 Split bench 3rd Row 50/50 Bench 6 Way Power Driver Carpet & 4 floor mats Manual Air Conditioning, Auxiliary Rear Climate Control AM/FM Single CD/MP3 Player Myford Power Door Locks & Windows Tilt/Telescope Steering Column Four (4) sets of keys per vehicle

EXTERIOR

All available color Dual Chromed Exhaust Tips Dual Power Mirrors Private Glass - 2nd & 3rd Row Projected Beam Halogen Headlamp Spare tire, wheel lock & jack

UNIT COST PRICE	\$
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OPTIONS / UP GRADE

A. All Terrain tires\$______B. 4X4 drive train, 3.5L\$______C. Class III trailer Tow Package (52T)\$______D. Cargo Mat\$______

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #9

DESCRIPTION: NEW 2013 ESCAPE, MODEL: XLS, AUTO I4 - FWD

STANDARD EQUIPMENT DETAILS

Rapid Spec 100A 105.9" Wheelbase 2.5L I4IVCT Engine 6 SPD Automatic Transmission

MECHANICAL

Type: Gas/Ethanol Drive Train: Front Wheel Drive Anti-Lock Brake System (ABS)

INTERIOR

All available colors Cloth Seats AM/FM CD/MP3 Cloth Rear Seats Cloth Bucket Front Seats Cruise Control/Tilt Wheel Floor Shift w/Centre ConsoleTip Fold Flat Rear Seats Factory Air Conditioning Carpet & Floor Mats (front & rear) Four (4) sets of keys per vehicle

EXTERIOR

All available color 17" Steel Wheels with Silver Covers Easy Fuel Capless Filler Spare tire, wheel lock & Jack

UNIT COST PRICE

\$_____

Options/Upgrade

A.	Price SE Model 2.0 EcoBoost FWD	\$
B.	All Terrain tires	\$
C.	Price SE 4X4 drive train, 2.0 Eco-Boost Engine	\$
D.	Class II Trailer Tow Package	\$
E.	All Weather Mats (4)	\$

TIME REQUIRED FOR DELIVERY _____/DAYS

ITEM #10

DESCRIPTION: NEW 2013 Ford Expedition XL EL

STANDARD EQUIPMENT DETAILS

Pkg. 200A5.4L V8 - FFV (Gas)6-Speed Automatic Transmission

EXTERIOR

All available colors Heavy-Duty Trailer Tow Pkg. 3.73 Non-Limited Slip Rear-Axle 18" Machined Aluminum Wheels Tires (P275/65R18) All-terrain tire Spare Tire, Wheel Lock & Jack

INTERIOR

Cloth Seats - all available colors Front Buckets 2^{nd} row 40/20/40, split folding seat with center slide 3^{rd} row 60/40 fold flat seat into floor Air Conditioning & Heat 4 Keys

UNIT COST PRICE

\$_____

Options /Upgrade

- A. Factory all weather floor mats $(1^{st} \text{ and } 2^{nd} \text{ row})$
- B. Factory back-up camera

\$_____ \$_____

TIME REQUIRED FOR DELIVERY _____/DAYS

PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any dealer identification, advertising or similar material to the vehicle(s). Prior to acceptance by Chatham County, the dealer shall service and prepare vehicle(s) for operational use.

DOCUMENTS: Each vehicle(s) shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.

Vendor Name:			
Agent Name:			
Address:			
City, State, Zip:			
Phone number:	Fax:		
Discounts:			
Special Terms:			
BID will remain in effect until: <u>**MANUFACTURER BALANCE OUT OF MODEL **</u>			
Agent Name:			
Agent Signature:			

LIST OF SUBCONTRACTORS

I do_____, do not ______, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors: <u>NOTE:</u> M/WBE PARTICIPATION.

NAME AND ADDRESS	TYPE OF WORK

SIGNED:_____

CONTRACTOR

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

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

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

(CONTRACTOR)

certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as <u>ANNUAL PRICE AGREEMENT FOR</u> <u>VARIOUS MODEL YEAR 2013 NEW TRUCKS, VANS AND SUV'S FOR CHATHAM</u> <u>COUNTY GOVERNEMNT</u> PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

A-1

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _

Title

Name

Name of

Bidder (herein after Company) in consideration of the privilege to bid/or propose on the following Chatham County project procurement <u>ANNUAL PRICE AGREEMENT FOR VARIOUS</u> <u>MODEL YEAR 2013 NEW TRUCKS, VANS AND SUV'S FOR CHATHAM COUNTY</u> GOVERNMENT hereby consent, covenant and agree as follows:

(1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;

(3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;

(4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;

(5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;

(6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature

Date

B-1

ATTACHMENT C DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

C-1

I,	, as
Name of individual	, as Title & Authority
of	, declare under oath that
Company Name	
the above statements, including any	v supplemental responses attached hereto, are true.
Signature	
State of	
County of	
Subscribed and sworn to before me	on this day of
20 by	representing him/herself to be
of the con	npany named herein.
Notary Public	
My Commission expires:	
Resident State:	
DPC Form #45	

C-2

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 <u>CHATHAM COUNTY</u> 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 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 _____, ___, 201__ 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 _____,201__.

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 CHATHAM COUNTY 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 or will contract or will 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 receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 201__ 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 _____,201__.

NOTARY PUBLIC My Commission Expires:

ATTACHMENT E

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.

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 prescribed in 18 U.S.C. 1001

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

ATTACHMENT F

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

Name of Bidder:_____

Name of Project:______ Bid No:_____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total____% M/WBE Combined____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature_____ Print_____

Phone ()
Fax ()

ATTACHMENT G

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

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid _____. [Name of natural for a Chatham County contract for ____ person applying on behalf of individual, business, corporation, partnership, or other private entity]

> I am a citizen of the United States. 1.)

OR

_____ I am a legal permanent resident 18 years of age or older. 2.)

OR

I am an otherwise qualified alien (8 § USC 1641) or 3.) non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant:

Date

Printed Name:

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

Alien Registration number for non-citizens.

Notary Public My Commission Expires:

REFERENCES

COMPANY NAME:		
ADDRESS:		
	STATE:	ZIP:
CONTACT PERSON:		
PHONE NUMBER:		
COMPANY NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
CITY: CONTACT PERSON:		
PHONE NUMBER:		
COMPANY NAME:		
ADDRESS:		710
CITY:	STATE:	ZIP:
CONTACT PERSON: PHONE NUMBER:		
COMPANY NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
CONTACT PERSON:		
PHONE NUMBER:		

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

NOTE: All of the following items must be submitted with your Bid to be considered "responsive".

1. ACKNOWLEDGMENT OF ANY/ALL ADDENDUMS (Page 3 of ITB).

2. **ORIGINAL SURETY BOND** (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEET FILLED OUT (Page 23 of ITB). (**BID BOND NOT REQUIRED FOR THIS PROJECT.**)

3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.

4. **"LIST OF SUBCONTRACTORS" SHEET** FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.

5. **"% TO MBE SUBCONTRACTORS/SUPPLIERS' SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.

6. **REFERENCES**: Supply <u>ALL</u> the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*

7. ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT <u>HTTP://PURCHASING.CHATHAMCOUNTY.ORG</u>.

8. COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru G).

9. SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.

NAME/TILE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE CCNO. <u>165427</u> <u>Invitation to Bid</u>

Sealed Bids will be received until <u>2:00 P.M</u>. on <u>FEBRUARY 21, 2013</u> and publicly opened in <u>Chatham</u> <u>County Purchasing & Contracting Department, at</u> <u>The Chatham County Citizens Service Center, 1117</u> <u>Eisenhower Drive, Suite C, Savannah, Georgia 31406</u>, for: <u>BID NO : 13-0011-7-ANNUAL PRICE</u> <u>AGREEMENT FOR VARIOUS 2013 MODEL YEAR NEW TRUCKS, VANS, AND SUV'S FOR</u> <u>CHATHAM COUNTY GOVERNMENT.</u>

The Bid Package can be downloaded and printed from the County Purchasing and Contracting website <u>http://purchasing.chathamcounty.org.</u>

All firms requesting to do business with Chatham County must also register on-line at <u>http://purchasing.chathamcounty.org.</u> For additional information concerning specifications, please contact Robin Maurer at (912) 790-1623.

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES. "CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

MARGARET H. JOYNER, PURCHASING AGENT

SAVANNAH NEWS/PRESS INSERT: Feb. 11, 2013 Please send affidavit to: Chatham County Purchasing & Contracting Department 1117 Eisenhower Drive Suite C Savannah, Georgia 31406 (912) 790-1623