

INVITATION TO BID

PROPOSAL

BID NO. 15-0082-3

**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR CHATHAM
COUNTY CNT FACILITY**

MANDATORY PRE-BID CONFERENCE: 10:00A.M., JULY 21, 2015

BID OPENING: 2:00 P.M., AUGUST 4, 2015

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORIL 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

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT AND AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION REPORT; H. LOBBY 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: _____
SIGNATURE

DATE

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process. For additional information concerning Chatham County's M/WBE Program, please call (912) 652-7828.

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1624

Date: July 9, 2015

BID NO. 15-0082-3

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., AUGUST 4, 2015** 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 PREBID CONFERENCE"** has been scheduled to be conducted at **10:00 A.M., JULY 21, 2015, at the Chatham County CNT Administrative Building, 71 Ross Road, Savannah, Georgia**, to discuss the Specifications or Scope of Services and resolve any questions and/or misunderstanding that may arise. **You are required to attend.** If a bidder is not represented at the on-site pre-bid conference, he will not be permitted to submit a bid

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

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

SECTION I
INSTRUCTIONS TO BIDDERS/PROPOSERS

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

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

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be 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 Director on or before the time and date specified above.
 - a. **Purchasing and Contracting, Purchasing Director, 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 **COMPLIANCE WITH LAWS:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by 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 12% Minority or 7% Woman participation. The required information and format can be obtained by person, mail or fax from the Purchasing Office, by contacting Chatham County M/WBE Coordinator, (Minority and Women Business Enterprise) Mr. Connell Heyward, 124 Bull Street, Suite 110, Savannah, GA 31401, Phone (912) 652-7828, email: cheyward@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 will be read aloud at public bid openings. After Board approval, all solicitations shall be available for public viewing.
- 2.3 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 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.
- 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 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 date. 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.

- 2.6 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 BID FOR ALL OR PART:** Unless otherwise specified by Chatham County or the bidder, CHATHAM COUNTY RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS 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 BID ACCEPTANCE PERIOD:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.9 COMPLETENESS:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.10 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.
- 2.11 GUARANTEE:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.
- 2.12 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.

- 2.13 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** 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 disclose** 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 DEBARRED OR SUSPENDED SUBCONTRACTORS:** 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 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.
- 2.16 OWNER’S 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 alternatives) 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.
- 2.18 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or

indirectly to any other bidder or to any competitor; and;

3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose or restricting competition.

2.19 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.

2.20 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

2.21 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 INSURANCE PROVISIONS: The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. **Contract work will not proceed 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 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.

2.27 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 Director or her 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 exceeded 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 Act (SB529, Section 2) became effective. All contractors and subcontractors employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

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

2.30 **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 Director or her 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.
- 3.2 **INDEPENDENT CONTRACTOR:** The successful contractor will provide services under this contract as an independent Contractor and not as an agent of Chatham County. Joint ventures and sub-consultant arrangements are not prohibited; however, successful contractor shall secure written permission for the County before subcontracting any part of this contract.
- 3.3 **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.

- 3.4 **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 scope of work.
 - C. **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.**
 - 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.
- 3.5 **BONDS:** (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.

3.6 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination 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.

3.7 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.

3.8 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. 15-0082-3

**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR
CHATHAM COUNTY CNT FACILITY**

GENERAL INFORMATION:

The purpose of this proposal is to establish specifications and solicit bids for an annual contract for specialized lawn care services for Chatham County CNT Facility. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, MPA, Procurement Specialist, Purchasing and Contracting, at (912) 790-1624. Detailed specifications are as follows:

4.0 CONTRACT SPECIFICATIONS:

- 4.0.1 The contract period will be for a period of one year with renewal options for four (4) additional one (1) year terms. Contract prices are to remain fixed for the duration of the contract.
- 4.0.2 Bidders are required to furnish with their bid, a list of equipment which will be used in the performance of contract. Chatham County reserves the right to visit bidder's place of business to verify equipment and personnel availability.

4.1 SITE LOCATIONS:

Successful Contractor will be required to provide the services specified herein at the following Chatham County facilities:

Location:	Facility:	Address:
Site 1	Chatham County CNT Administrative Building and Warehouse	71 & 73 Ross Road

4.1.1 SITE 1 - CHATHAM COUNTY CNT ADMINISTRATIVE BUILDING & WAREHOUSE:

Boundaries- All grounds inside of black tennis court screening and all lawn area from screening to road side. Area in back of both buildings from building to fence will be maintained as to present a neat and clean appearance and will be raked every three (3) months or as needed during the fall/winter months.

Employee(s) providing service to this site are required to meet the “Personnel Screening” requirements identified in Section 4.14.

4.2 SCOPE OF WORK- LAWN & TURF AREAS:

- 4.2.1 Contractor will mow lawn areas every 14 days. Service will be increased from every 14 days to every 10 days during the months of April, May, June, July, August, September and October.
- 4.2.2 To avoid damage, Contractor will not mow any lawn area to a height of less than 1-1/2".
- 4.2.3 It will be the Contractor’s responsibility to maintain all lawn areas in a neat and attractive condition. **LITTER AND DEBRIS MUST BE COLLECTED, REMOVED, AND PROPERLY DISPOSED OF PRIOR TO MOWING ANY LAWN AREA.** Contractor will dispose of all debris “Off Site” in compliance with all County and State codes, bylaws, and ordinances. Once mowing is completed, Contractor will sweep and remove any dirt and/or grass clippings from curbs, paved areas, sidewalks, or streets which adjoin the grassed areas.
- 4.2.4 Clippings may be left on turfed areas unless they pose damage to the lawn. Contractor will remove all clippings which may cause turf damage. If clippings are determined by the County representative to be unsightly, Contractor will be required to spread by double mowing or by use of a mulching mower.
- 4.2.5 Contractor will furnish and apply a “slow release” fertilizer at the manufacturer’s recommended rate to all lawn and turf areas, twice annually. Fertilizer will be applied in the spring and fall of each year.
- 4.2.6 Contractor will furnish and apply a pre-emergent weed killer at the manufacturer’s recommended rate, along all fenced areas, pavement cracks, along building edges, curbs, and in open spaces which contain rocks or gravel. Weed killer will be applied twice annually, in the spring and fall of each year.
- 4.2.7 Contractor will furnish and apply appropriate insecticides at the manufacturer’s recommended rate, a minimum of twice annually, to control insect damage and will immediately notify County representative if additional or supplemental applications are required between service visits.
- 4.2.8 During the “non-growing” season, the Contractor will be required to rake, bag, and to dispose of all fallen leaves.

4.3 SCOPE OF WORK- BEDDING AREAS:

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

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

- 4.4.1 Contractor is required to clean the parking lots at each facility every fourteen days. Parking lot cleaning will include the removal of any glass, paper, tree limbs, or any other debris located on site. It will be the Contractor's responsibility to dispose of all debris in accordance with Section 4.3.3.
- 4.4.2 Contractor will maintain and keep the edges of all drives, parking lots, sidewalks, and other paved areas free from the encroachment of all lawn and bedding areas. Weed killer will be applied to all parking lot, pavement, and structure edges in accordance with Section 4.3.6.
- 4.4.3 Contractor will maintain all areas contained within fences placed around air conditioners or air compressors. These areas will be kept free of plant growth.
- 4.4.4 Contractor will keep all fence and fence lines free of weeds, saplings, and uncontrolled grass growth.
- 4.4.5 Contractor will trim all shrubs and small trees, as required to prevent limbs or branches from causing damage to buildings, fences, or other structures.

4.5 REPORTING OF DAMAGE:

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

4.6 EQUIPMENT:

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

4.7 PERSONNEL AND PUBLIC RELATIONS:

- 4.7.1 Contractor's personnel will at all times present a neat appearance, and all work will be performed in a professional manner. All complaints will be handled with due regard to County public relations. The County and the Contractor will each be promptly notified by the other of any complaints from the public or from adjacent property owners. Corrective action will be taken and said complainant will be advised within a 24 hour period as to when remedial action will be taken. Documentation (in writing) which describes the complaint, resolution, and completion of all actions will be forwarded to Superintendent, Facilities Maintenance and Operations, Judicial Courthouse, 133 Montgomery Street, Suite 507, Savannah, Georgia, 31402 or P.O. Box 8161, Savannah, Georgia, 31412.
- 4.7.2 When requested by Chatham County, the Contractor will immediately remove from County property any incompetent, abusive or disorderly person employed by the Contractor. Said employee will be replaced and will not be permitted to provide future service to the County.

4.7.3 Upon completion of services, Contractor will provide the County Representative with a written work order receipt of project completion. Work order receipt shall identify the location, date, scope of service(s) provided, employee/technician's name, and a release signature from County Representative.

4.7.4 Contractor personnel must be 18 years of age or older unless prior approval is obtained by Chatham County.

4.8 SUPERVISION AND INSPECTION:

4.8.1 Contractor or a representative on his behalf, will inspect each site quarterly to ensure that a high level of work is being provided. Contractor will notify Chatham County one week prior to any scheduled inspection.

4.8.2 Operational control of the work provided under this contract will be the responsibility of the County. County Representative or his designee will accompany Contractor on a "walk through" of each site to further clarify or describe the maintenance methods to be used and procedure requirements. All work provided by the Contractor will comply with the specifications provided herein and is subject to inspection and acceptance by Chatham County.

4.9 OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS:

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

4.10 ACCIDENT PREVENTION:

4.10.1 The Contractor will exercise precaution at all times to provide protection to all persons and property. Safety provisions of all applicable laws and ordinances will be strictly observed and enforced. Chatham County may require the Contractor to discontinue hazardous work practices. Contractor is required to have available the necessary guards and protective devices at the location where work is being performed. Guards and protective devices will be placed as required to prevent injury to the public or damage to public or private property.

4.10.2 Upon completion of work, Contractor will be responsible for ensuring that the entire work site is free of hazards (i.e. no holes, low branches, broken glass, graffiti, etc.).

4.11 WORK HOURS:

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

4.12 BILLING/INVOICES:

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

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

Or delivered to:

Chatham County Facilities Maintenance and Operations
Attention: Superintendent
Chatham County Judicial Courthouse
133 Montgomery Street, Suite 507
Savannah, GA 31402
(912) 652-7871 (Phone)
(912) 652-7862 (Fax)

4.13 PERSONNEL SCREENING:

All Contractor personnel assigned to Site 1 (Chatham County CNT Facility) must not have a criminal history or have been convicted of a felony. Chatham County will be responsible for conducting all criminal background investigations and will provide Contractor with an identification badge for each employee that is approved. It will be the Contractor's responsibility to secure and "keep up" with all badges. New employees or subcontractors will not be allowed to access the back area of this facility until a background investigation is completed by Chatham County.

4.14 OUT OF SCOPE SERVICE REQUIREMENTS:

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

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

BID SHEET BID NO. 15-0082-3

**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR
CHATHAM COUNTY CNT FACILITY**

<i>Site:</i>	<i>Location:</i>	<i>Service Frequency:</i>	<i>Qty:</i>	<i>Unit Cost:</i>	<i>Total Cost:</i>
1	CNT Administrative Building & Warehouse	Every 14 days (November 1 to March 31)	5 Months		
	CNT Administrative Building & Warehouse	Every 10 days (April to October 31)	7 Months		
	Total				

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

EXCEPTION SHEET

If the commodity (ies) and/or service proposed in your Bid is in ANYWAY different from that contained in this proposal, the Bidder is responsible to clearly identify all such differences in the space below. Otherwise, it will be assumed the Bidders' offer is in the total compliance with all aspects of the proposal.

Below are the only differences between my offer and the proposal.

DATE

SIGNATURE

COMPANY

TITLE

REFERENCES

BID NO. 15-0082-3

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

=====

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

=====

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

=====

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

=====

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 direction of the Contractor shall secure the following written certification:

_____ (Contractor) certifies to Chatham County that a drug-free

Workplace will be provided for the employees during the performance of this contract known as

ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR CHATHAM COUNTY CNT FACILITY. Pursuant to

Paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR:

DATE:

NOTARY:

DATE:

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

(herein after “Company”) in consideration of the privilege to bid/or propose on the following Chatham County project procurement (**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR CHATHAM COUNTY CNT FACILITY**). Hereby consent, covenant and agree as follows:

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

Signature

Date

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private 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.

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

of _____, declare under oath that

Company Name _____

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

Signature

State of _____

County of _____

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

20__ 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 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 _____, ____, 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:

ATTACHMENT E

***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 for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

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

OR

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

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or 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: _____

*
Alien Registration number for non-citizens.

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

Notary Public

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 voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Chatham County, 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 prescribed 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**

Name of Bidder: _____

Name of Project: _____ Bid No: _____

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

MBE Total _____% WBE 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 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 Agent

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

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 166199

Sealed bids will be received until 2:00 P.M. on August 4, 2015 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: **Bid No: 15-0082-3 ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR CHATHAM COUNTY CNT FACILITY.**

A MANDATORY PRE-BID CONFERENCE: 10:00 A.M., JULY 21, 2015, at the Chatham County CNT Administrative Building, 71 Ross Road, Savannah, GA. You are required to attend.

Specifications can be downloaded from the County's website at www.purchasing.chathamcounty.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. Victoria D. Godlock, CPPB, MPA Procurement Specialist at (912) 790-1614. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL BIDS AND TO WAIVE ALL FORMALITIES. CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

MARGARET H. JOYNER, PURCHASING DIRECTOR

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