

INVITATION TO BID

BID NO.18-0023-3

**ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR THE PETE LIAKAKIS
BUILDING**

MANDATORY ON SITE PRE BID: 2:00 P.M. March 6, 2018

BID OPENING: 2:00 P.M. March 27, 2018

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER CHESTER A. ELLIS

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 – Required at the time of contract and with each renewal.

 PAYMENT BOND – Required at the time of contract and with each renewal.

 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.

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

COUNTY TAX CERTIFICATE REQUIREMENT - 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 Board of Commissioners has 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/woman 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/woman 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 DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1624

Date: February 26, 2018

BID NO.18-0023-3

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 Director, **at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00 P.M. March 27, 2018** at which time they will be opened and publicly read. **The County reserves the right to reject all bids that are non-responsive or not responsible.**

Instructions for preparation and submission of a bid are 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.

A ***MANDATORY ON SITE PREBID CONFERENCE*** has been scheduled to be conducted at **2:00 P.M., MARCH 6, 2018, AT THE PETE LIKAKIS BUILDING 222 WEST OGLETHORPE AVENUE, SAVANNAH, GEORGIA 31401**, to discuss the Specifications or Scope of Services and resolve any questions and/or misunderstanding that may arise. You are encouraged to attend.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director 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.

This project IS NOT 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 Code of Chatham County, 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 duplicate 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 Director on or before the time and date specified above.

Chatham County Purchasing and Contracting
C/O Johnnie Coker
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 Director 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 **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.
- 1.6 **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.
- 1.7 **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>.
- 1.8 **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.
- 1.9 **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.
- 1.10 **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.
- 1.12 **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.**
- 1.13 **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.

- 1.14 **Performance Evaluation:** On 11 April 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 Director.

- 1.15 **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.

- 1.16 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008:

***Residential - Basic Contractor** (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).

***Residential - Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).

***General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

- 1.17 **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 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.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required Georgia counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain Apublic benefits are legally present in the United States. Contracts with the County are considered Apublic benefits. Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

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.

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 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 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 Director's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **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 sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.4 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **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.
- 2.6 **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.
- 2.7 **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.

- 2.8 **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.
- 2.9 **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.
- 2.10 **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 of restricting competition.
- 2.11 **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.
- 2.12 **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.
- 2.13 **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 irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.

- 2.14 **Chatham County Tax Certificate Requirement:** A current Chatham County or municipal tax certificate (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Tax Certification prior to submitting a proposal. However, the tax certificate must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of 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 April 8, 1994.

- 2.15 **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.**

2.15.1 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.

2.15.2 **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.

2.15.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be

endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.

- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the 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.

2.15.4 **Additional Coverage for Specific Procurement Projects:**

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

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if tail coverage has been purchased and the duration of the coverage.

- b. **Builder's Risk: (For Construction or Installation Contracts)** Covers

against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value

Coverage Requirements: Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

- 2.16 **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.
- 2.17 **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 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.
- 2.18 **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 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.
- 2.19 **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.

- 2.20 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 A 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 women 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/Women Business Enterprise participation.

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

- c. A Minority/Women Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/women individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.21 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 nonresponsive.

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 Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, (912) 652-7951 fax.

- 2.22 **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.
- 2.23 **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.
- 2.24 **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.
- 2.25 **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 proposed procurement transaction prepared by or for a 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.

SECTION III ADDITIONAL CONDITIONS

- 3.1 **METHOD OF COMPENSATION.** 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: (Check Where Applicable)**
(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:

- X 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):

- X a. Annual Contract (With renewal options for four (4) additional one (1) year terms if all parties agree)
b. One-time Purchase
c. Other ONE TIME CONTRACT

CONVERSATIONS OR CORRESPONDENCE REGARDING THIS SOLICITATION OR REPORT BETWEEN PROSPECTIVE OFFERORS AND PERSONS OUTSIDE THE CHATHAM COUNTY PURCHASING OFFICE WILL NOT BE CONSIDERED OFFICIAL OR BINDING UNLESS OTHERWISE SPECIFICALLY AUTHORIZED WITHIN THIS DOCUMENT.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

This is to certify that I, the undersigned bidder, have read the instructions to bidder and agree to be bound by the provisions of the same.

This _____ day of _____ 20 ____.

BY

SIGNATURE _____ PRINT NAME _____

TITLE _____

COMPANY _____

Phone / Fax No. _____

CHATHAM COUNTY, GEORGIA
SECTION IV
SCOPE OF WORK

SPECIFICATIONS FOR:

BID NO. 18-0023-3

**ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR
THE PETE LIAKAKIS BUILDING**

- 4.1 **GENERAL INFORMATION:** The purpose of this Bid is to establish specifications and solicit bids for an annual contract for janitorial services for the Pete Liakakis Building. Please direct all questions to Johnnie Coker Procurement Specialist, 912-790-1624 or jlcoker@chathamcounty.org
- 4.2 **CONTRACT SPECIFICATIONS:**
- 4.2.1 The contract period will be for a period of one (1) year with renewal options for four (4) additional one year terms. Contract prices are to remain fixed for the duration of the contract.
- 4.2.2 County Tax Certificate Requirement: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.
- 4.2.3 No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.
- 4.2.4 The terms and conditions of this contract will allow for the Contractor to Subcontract work should the need arise, however, all Subcontractors must first be approved by the Project Manager.
- 4.2.5 Chatham County will deduct from the Contractor's monthly payment (based on an average square footage rate) for any work that is not performed as required (i.e. quarterly carpet cleaning, etc.). Continuous non-performance (exceeding three (3) written warnings may result in termination of contract.
- 4.2.6 BIDDER IS REQUIRED TO SUBMIT WITH BID, a current equipment inventory listing and/or letter of intent to purchase upon award of contract, along with a financial statement. FAILURE TO PROVIDE EQUIPMENT LIST MAY RESULT IN BID BEING DEEMED AS "NON RESPONSIVE".
- 4.2.7 Bidder must have a minimum of five (5) years experience of providing commercial janitorial services to facilities that are a minimum of 30,000 square

feet and that are similar in size and scope of service. References provided that do not meet this requirement may result in bid being deemed as “non-responsive”.

4.2.8 Bidder must provide substantial documentation to support that he has operated a legitimate commercial cleaning business for a minimum of five (5) years. Acceptable documentation includes: previous years business licenses, dated financial reports, income tax returns, signed and notarized affidavits, etc. Failure to meet this requirement may result in bid being deemed as “non-responsive”.

4.2.9 Bidder must provide a list of personnel that will be committed to this contract with bid submittal. This list will identify the job title and years of janitorial experience and will comply with all requirements.

4.3 **SITE LOCATIONS AND SERVICE SCHEDULE:**

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

4.4 **GENERAL REQUIREMENTS:**

4.4.1 **Supplies and Equipment Provided by the Contractor:** Contractor will provide all chemicals, cleaning equipment, cleaning products, mops, brooms, 6' extension handles, ladder, buckets, trash can liners, trash bags, and other items necessary to accomplish cleaning in an acceptable manner. **NO SCRUBBING MACHINES WILL BE USED ON ANY CARPETED AREA.** Only extraction type machines that are pre-approved by the County will be allowed.

4.4.2 **Supplies Provided by Chatham County:** Chatham County will provide the following items: paper hand towels (roll or multi-fold), hand soap (liquid or bar), and rolled toilet paper only.

4.4.3 **Personnel Screening and Training:**

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

employee's full name, and Contractor's company name. Chatham County will provide all ID badges.

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

4.4.4 **Contractor Supervisory Personnel Duties:**

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

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

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

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

- 4.5.1 TASK #1 (Daily):** Empty wastebaskets and remove trash to designated disposal areas. Clean and sanitize all unlined cans used for the collection of food remnants, inside and out.

QUALITY CONTROL REQUIRED: Solid Waste Collection: All solid waste generated in the building shall be collected and removed to storage areas designated for trash.

- 4.5.2 TASK #2 (Daily):** Vacuum carpet tile traffic pattern areas and extend the vacuuming to remove obvious dirt from around furniture or office equipment.

QUALITY CONTROL REQUIRED: Vacuuming carpet surfaces shall be free of dirt, dust and other debris.

- 4.5.3 TASK #3 (Daily):** Cleaning Carpet Flooring: Spot clean carpet to remove all stains. Use a mild spot remover to clean carpet tile throughout building.

QUALITY CONTROL REQUIRED: Excessive build-up or crusted carpet tile shall be removed due to stains and smears.

- 4.5.4 TASK #4 (Daily):** Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly required dusting. Clean all glass desks tops.

QUALITY CONTROL REQUIRED: Dusted available horizontal surfaces shall be free of obvious dust. Damp wiping Glass Desk Tops; Glass Desk Tops shall be free of dirt, dust, streaks marks and skipped areas:

NOTICE: BEFORE CLEANING ANY DESK, COUNTY STAFF MUST REMOVE THERE ARTICLES FROM DESK.

4.6 SCOPE OF WORK/CLEANING REQUIREMENTS: ICS DATA CENTER AND TECH/LAB ROOM AREAS. NOTICE: DAY AND TIME OF CLEANING SHALL BE DETERMINED BY ICS STAFF.

4.6.1 TASK #1 (DAILY):

DATA CENTER: Empty wastebasket, dust mop. TECH.

LAB: Empty wastebaskets and vacuum.

4.7 SCOPE OF WORK/CLEANING REQUIREMENTS: 1ST THROUGH 5TH FLOORS INTERIOR GLASS WALLS, INTERIOR OFFICE GLASS DOORS AND EXTERIOR WINDOW FRAMES AND SILLS.

4.7.1 TASK #1 (Daily): Clean both sides of exterior and interior plated glass entrance doors, walls and metal frame within the office areas.

QUALITY CONTROL REQUIRED: : Exterior and Interior Glass Cleaning. Glass shall be clean and free of dirt, streaks, watermarks, spots and grime, and shall not be cloudy.

4.7.2 TASK #2 (3 Times a Year): Thoroughly clean both sides of the interior plated glass wall within the office areas.

QUALITY CONTROL REQUIRED: Interior and Exterior Glass Cleaning. Glass shall be free of dirt, streaks, watermarks, spots and shall not be cloudy.

4.7.3 TASK #3 (3 Times a Year): Thoroughly clean all venetian blinds and exterior windows within the office areas and interior curtain walls.

QUALITY CONTROL REQUIRED: Clean venetian blinds. Both sides of the venetian blinds slats and exterior windows shall be clean and free of dust and water spots.

4.7.4 TASK #4 (Daily): Dust with a treated dust cloth all vertical surfaces that are readily available and visibly requiring dusting. Clean all laminated corridor walls.

QUALITY CONTROL REQUIRED: Dusting. Vertical surfaces shall be free of dust. Dust treatment shall be used to remove dirt, dust streaks and spots. **NOTE:** (Do not use any water to clean the laminated wall surfaces).

4.7.5 TASK #5 (Bi-monthly): Thoroughly dust all vertical surfaces and under surfaces of furniture (office system furniture, chair mats, tables, etc.).

QUALITY CONTROL REQUIRED: Thorough Dusting. There shall be no dust streaks. Corners, crevices, molding and ledges shall be free of all dust. There shall be no oil spots or smudges on dusted surfaces caused by dusting tool.

4.7.6 **TASK #6 (Monthly):** Air Vent Dusting

QUALITY CONTROL REQUIRED: Air Vent Dusting. The vents shall be free of scale, stains, spots, rust, green mold, and encrustation.

4.8 **SCOPE OF WORK/CLEANING REQUIREMENTS: RESTROOMS 1st THROUGH 5th FLOORS INCLUDING PUBLIC, AND PRIVATE:**

- 4.8.1 **TASK #1 (Daily):** Empty wastebaskets and remove trash to designated disposal area. Clean and disinfect sanitary dispensers and washbasins, counter tops and mirrors as necessary, replenish all paper products and soap where dispensers are provided. Clean and disinfect all unlined can dispensers used for the collection trash.

QUALITY CONTROL REQUIRED: Solid Waste Collection. All solid waste generated in the building shall be collected and removed to storage areas designated for trash. Corrien counter tops and washbasins shall be clean and bright; there shall be no spots, stains, green mold, encrustation, or excess moisture. Mirrors shall be free of watermarks and shall not be cloudy.

- 4.8.2 **Task #2 (Daily):** Sweep and wet mop or scrub floors utilizing a cleaner/disinfectant.

QUALITY CONTROL REQUIRED: Sweeping, wet mopping or scrubbing. The floor tile shall be cleaned free of dirt, strings, gum, grease, tar, etc. and present an overall appearance of cleanliness. All surfaces shall be dry and the corners cleaned.

- 4.8.3 **TASK #3 A (Daily):** Clean all fixtures, commodes, urinals, washbasins, mirrors, waste receptacles, dispensers and wall tiles, stall walls and doors utilizing a cleaner/ disinfectant. Raise commode seats.

QUALITY CONTROL REQUIRED: Porcelain ware. Cleaning fixtures (urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, or encrustation. Counter tops and sinks shall be free of stains and encrustation.

- 4.8.4 **TASK #3 B (Daily):** Clean all fixtures, counter tops, sinks, stall walls, doors utilizing a cleaner/disinfectant

- 4.8.5 **TASK #4 (Daily):** All dispensers shall be restocked. Waste receptacles shall be emptied, cleaned, disinfected and new bags inserted.

QUALITY CONTROL REQUIRED: Filling Supply Dispensers. Empty waste receptacles, restock paper towel, soap and toilet paper dispensers.

- 4.8.6 **TASK #5 (Daily):** Spot cleaning other surfaces and dust all horizontal surfaces.

QUALITY CONTROL REQUIRED: Spot Cleaning. Smudges, marks or spots shall be removed without causing unsightly discolorations. There shall be no oil spots, or smudges caused by cleaning tools.

4.8.7 **TASK #6 (Weekly):** Damp wipe the full surface area of all stall partitions, doors, and wastebaskets utilizing a multi-purpose disinfectant/deodorizer cleaner.

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

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

NOTICE: DO NOT CLEAN INSIDE OF REFRIGERATOR.

4.9.1 **TASK #1(Daily):** Empty wastebaskets and remove trash to designated area. Clean and sanitize all unlined cans used for collection of food remnants.

4.9.2 **TASK #2 (Daily):** Stainless steel sinks and dispensers shall be cleaned bright, free of oil, dirt, mineral deposits, streaks or other encrustation.

4.9.3 **TASK #3 (Daily):** Counter tops shall be cleaned and sanitized free of stains, streaks and other encrustation.

4.9.4 **TASK #4 (Daily):** Kitchenette areas shall be cleaned, free of food remnants and other encrustation.

4.9.5 **TASK #5 (Daily):** Restock all soap and paper products.

4.9.6 **TASK #6 (Daily):** Mop and wet mop or scrub floors utilizing a cleaner /disinfectant.

4.9.7 **TASK #7 (Daily):** Tile flooring shall be cleaned of dirt stains and encrustation .

4.9.8 **TASK #8 (Bi- Monthly):** Clean tile floors with a water emulsion floor finish.

4.9.9 **TASK #9 (Daily):** Clean from around the refrigerators and micro-ovens.

4.10 **SCOPE OF WORK/CLEANING REQUIREMENTS: DRINKING FOUNTAINS.**

4.10.1 **TASK #1 (Daily):** Clean drinking fountains and replenish paper cups where dispensers are provided.

QUALITY CONTROL REQUIRED: Cleaning Drinking Fountains: The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains, and streaks.

4.10.2 **TASK #2 (Weekly):** Remove all scale and thoroughly clean the fountain.

QUALITY CONTROL REQUIRED: Bright Metal Polishing: Bright metal surfaces shall have a polished and lustrous appearance. All scale and mineral deposits shall be removed.

4.11 **CLEANING MATERIAL/PRODUCT SPECIFICATIONS:**

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

A. Requirements:

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

B. Performance Qualities of Compound

1. Ph of the compound shall be no higher than 9.9 (Beckman Ph meter) at a 1% concentration in distilled water.
2. Emulsification of grease, oil and dirt - very good.
3. Free rinsing - excellent.
4. Foaming - moderate foam with excellent stability, in the presence of grease and oil.
5. The undiluted concentrate shall have a viscosity of not less than 450 cps. or more than 850 cps. at room temperature (20 degrees).
6. The product shall be safe for use on all surfaces when used as directed.

4.11.2 LOTION CLEANER - This specification covers a lotion type abrasive disinfectant cleanser for the cleaning of porcelain surfaces and for general maintenance use.

A. Requirements

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

- d. Fineness of insoluble siliceous matter - 1% maximum retained on #100 U.S. Sieve.
- e. Ph measured by standard Ph meter method shall be between seven and eight.

4.11.3 WATER EMULSION METAL-LINK POLYMER FLOOR FINISH- This specification covers a self-polishing, slip resistant, all synthetic water emulsion floor finish intended for use on, and not detrimental to, sealed or finished wood surfaces, asphalt tile, linoleum, rubber, vinyl composition, painted concrete, terrazzo and cement surfaces. The product is to be used without dilution. Acid sensitive emulsions are excluded.

A. Requirements

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

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

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

A. Requirements

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

4.12 **"OUT OF SCOPE" SERVICE REQUIREMENTS:**

4.12.1 Any costs associated with "out-of-scope" cleaning services, will be determined and negotiated, on a job-to-job basis, by the Project Manager and the Contractor or an authorized agent (i.e. supervisor, foreman, boss, etc.) of the Contractor.

4.12.2 DEFINITION: OUT-OF-SCOPE CLEANING SERVICES- "Out-of-scope" cleaning services refers to any work requested of the contractor that is not included, or scheduled in the Janitorial Contract (ie., daily, weekly, monthly, semi-annual, or annual cleaning) and/or additional work which places an unfair burden on the Contractor due to extra labor required or extra material used. The need for "Out-of-Scope" cleaning services will be determined by the County's Project Manager. "Out-of-Scope" cleaning services may result from the relocation, construction, and/or renovation of a department or section within a department. Lobbies and corridors may also be included in "Out-of-Scope" cleaning services if any of

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

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

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

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

4.13 SECURITY PROVISIONS:

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

4.13.2 Key Security:

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

CHATHAM COUNTY, GEORGIA

BID SHEET

BID NO. 13-0013-5

JANITORIAL SERVICES FOR THE PETE LIAKAKIS BUILDING

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

****THIS AWARD WILL NOT BE SPLIT****

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

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: **NOTE: M/WBE PARTICIPATION.**

<i>NAME AND ADDRESS</i>	<i>TYPE OF WORK</i>

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 **ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR THE PETE LIKAKIS BUILDING (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 _____

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, 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 JANITORIAL
SERVICES FOR THE PETE LIKAKIS BUILDING** 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 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 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 _____, ____, 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 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 (5) business days of receipt. If the undersigned 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 voluntarily 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 _____

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 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 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:

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: _____

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: _____

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 Aresponsive.

1. ACKNOWLEDGMENT OF ANY/ALL **ADDENDUMS** (Page 3 of ITB).
2. **ORIGINAL SURETY BOND (5% OF BID)** ALONG WITH SURETY REQUIREMENTS SHEET FILLED OUT (BID BOND IS 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 ALL 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 [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
8. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru G).**
9. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE AND CERTIFICATE OF INSURANCE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE

CC NO. 167086

Invitation to Bid

Sealed Bids will be received until **2:00 P.M. on March 27, 2018** and publicly opened in **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for: **BID NO : 18-0023-3 ANNUAL CONTRACT FOR JANITORIAL SERVICES FOR THE PETE LIKAKIS BUILDING.**

A MANDATORY ON SITE PRE-BID CONFERENCE: Conference will be held at **Chatham County Purchasing & Contracting Department, in The Chatham County Citizens Service Center, 222 West Oglethorpe Avenue, Savannah, Georgia 31401** on **March 6, 2018 at 2:00 P.M.** You are encouraged to attend.

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

All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>. For additional information concerning specifications, please contact Johnnie L Coker 912-790-1624.

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 DIRECTOR

SAVANNAH NEWS/PRESS INSERT: 2/28/2018