

INVITATION TO SUBMIT
PROPOSAL

RFP NO. 18-0095-3

**EVACUATION TRANSPORTATION RESOURCES FOR CHATHAM COUNTY EMERGENCY
MANAGEMENT AGENCY (CEMA)**

PRE-PROPOSAL CONFERENCE: 10:00 A.M., November 13, 2018

PROPOSAL RECEIPT DUE BY: 5:00 P.M., November 27, 2018

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER CHESTER A. ELLIS

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 Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

X GENERAL INFORMATION

X PROPOSAL

N/A BONDS

X PROPOSAL SCHEDULE

X LEGAL NOTICE

X ATTACHMENTS: A. LOCAL MITIGATION PLAN REVIEW TOOL B. DRUG FREE WORKPLACE;
C. NONDISCRIMINATION STATEMENT; D. DISCLOSURE OF RESPONSIBILITY STATEMENT;
E. CONTRACTOR AFFIDAVIT/AGREEMENT; F. SAVE FORM; G. DEBARMENT FORM; H.
M/WBE PARTICIPATION FORM; I. LOBBYING AFFIDAVIT

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER _____
CITY _____
COUNTY _____
OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS _____

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

BY: _____
SIGNATURE:

DATE:

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

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Woman _____

For additional information concerning Chatham County's M/WBE Program, please contact Connell Heyward, at (912) 652-7860.

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

DATE: October 24, 2018

RFP NO. 18-0095-3

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 EISENHOWER DRIVE, SUITE C, Savannah, Georgia** up to **5:00 P.M., November 27, 2018**. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A ***PRE-PROPOSAL CONFERENCE*** has been scheduled to be conducted at the **Chatham County Purchasing Office 1117 Eisenhower Drive Suite C, Savannah, Georgia 31406 at 10:00 A.M. on November 13, 2018** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Proposers 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 approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing 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 County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees.

SECTION I INTRODUCTION AND INFORMATION

1.1 PURPOSE: The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the Purchasing Ordinance of Chatham County, and the laws of the State of Georgia.

1.2 INFORMATION OR CLARIFICATION: For information concerning procedures for responding to this solicitation, contact Johnnie Coker, Purchasing at (912) 790-1624. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or bidding procedures will be only transmitted by written addendum. It is the proposer's responsibility to check the website to determine if any addenda have been issued.

All questions must be submitted in writing to the Purchasing & Contracting Division, 1117 Eisenhower Drive, Citizen Service Center, Suite C, Savannah, GA. Attn: Johnnie Coker. To facilitate prompt receipt of questions, they may be sent via FAX to (912) 790-1627 or email to jlccoker@chathamcounty.org. Questions of a material nature must be received prior to the cut-off date specified in the Solicitation Schedule. If no cut-off date is listed, the deadline for questions shall be 5:00 p.m. one week prior to the deadline for receipt of proposals. If a bid or proposal is faxed, it is the responsibility of the proposer to insure that the proposal is received in its entirety prior to the deadline for bid submittal.

1.3 ELIGIBILITY: To be eligible for a resulting contract (s) in responding to this Solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section similar in size and complexity to the County's project.

1.4 HOW TO PREPARE REQUEST FOR PROPOSAL: All proposals shall be:

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all 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.

1.5 HOW TO SUBMIT PROPOSAL: All proposals shall be:

- A. Proposers shall submit an **original and six (6) copies** in a sealed opaque enveloped, plainly marked with the proposal number and title, date and time of bid proposal opening, and company name.
- B. Mailed or delivered as follows in a sufficient time to ensure receipt by the Purchasing Director on or before time and date specified above.

Purchasing Director
1117 Eisenhower Drive, Suite C
Savannah, Georgia, 31406.

Proposer shall state the Company name, bid number and bid name on the outside of their submittal.

SECTION II GENERAL CONDITIONS

2.1 LOCAL VENDORS: The Board of Commissioners has strongly expressed their desire to have as much “Local” participation as possible used as Sub-Contractors for the work done in Chatham County.

2.2 MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the County Board of Commissioners to increase the participation of local, minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County’s M/WBE Coordinator, please contact Connell Heyward at (912) 652-7860. cheyward@chathamcounty.org

2.3 LOBBYING ACTIVITIES: ALL BIDDERS/PROPOSERS PLEASE NOTE: A bidder/proposer submitted a response to this solicitation must comply, if applicable, with the County Purchasing ordinance and Procedures Manual. No discussions are allowed with Board members, other elected officials, county management staff and employees. The only discussions must be through the Purchasing & Contracting Office.

2.4 PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity.

2.5 BID/PROPOSAL COSTS: The County shall not be liable for any costs incurred by bidder/proposer in responding to this Solicitation.

2.6 CONFIDENTIAL INFORMATION: Information and material received by County in connection with all bidders/proposer’s shall be deemed to be public records subject to public inspection upon award or recommendation for award. However, certain exemptions to public records law are statutorily provided for in Title 50-18-70., O.C.G.A. Therefore, if the Bidder/Proposer believes any of the information contain in his or her response is exempt from the Open Records Act, the Bidder/proposer must in his or her response specifically

identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise the County will treat all materials received as public records.

2.7 CONTRACT COST ADJUSTMENTS: Prices quoted shall be firm for the initial contract terms.

2.8 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

2.9 DELETION OR MODIFICATION OF SERVICES: The County reserves the right to delete any portion of this Contract at any time without cause. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the County agree on modifications or revisions to the task elements, after the County has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised quote to the County for approval prior proceeding with the work. Written change orders or amendments to the contract must be forwarded through the Purchasing Director who will obtain required approvals.

2.10 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employee, or agents of the County.

2.11 SECURITY AND IMMIGRATION COMPLIANCE ACT: On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All 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.

2.12 ASSIGNMENT: The successful bidder/proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any rights, title, interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the County.

2.13 CANCELLATION: The County may cancel this contract for convenience with a sixty (60) day written notice to the other party. The County may terminate this contract immediately for cause based on non-performance.

2.14 SPECIFICATIONS: Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.

2.15 MULTIPLE PROPOSALS: No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-proposal Conference or

submitted in writing at least five (5) days preceding the date for submission of proposals.

2.16 OFFERS TO BE FIRM: The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a ninety day period.

2.18 LIABILITY PROVISIONS: Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.

2.19 AWARD OF CONTRACT: The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which 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 Ordinance shall govern the review and resolution of all protests.

2.21 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested. Chatham County has the right to disqualify the proposal of any Proposer as being non-responsive or non-responsible whenever such Proposer cannot document the ability to deliver the requested service.

2.22 COUNTY BUSINESS LICENSE REQUIREMENT: A current Chatham County or municipal business tax certificate (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business Tax Certificate prior to submitting a proposal. However, a license 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. 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.

2.23 INSURANCE PROVISIONS: The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal.

Chatham County evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. Chatham County is *not* to be included as a named insured on Contractor's policies.

A certificate of insurance regarding this Request for Proposal shall include the following:

- A. *Worker's Compensation*: Statutory, with a minimum Employer's Liability limit of \$500,000.
- B. *Commercial General Liability*: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- C. *Business Automobile*: \$1,000,000 Combined Single limit written on an "Any Auto" basis.
- D. *Fidelity Bond/Professional Liability*: \$3,000,000 Covers lost due to crime or dishonesty by employee of/or the CONTRACTOR.

2.24 INDEMNIFICATION: The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

The contractor shall provide the County with an insurance certificate outlining the coverage's provided and 30 day written notification to the County when the coverage's are terminated or expired.

2.25 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS: The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part of a resulting contract.

2.26 SIGNED RESPONSE CONSIDERED AN OFFER: The signed Response shall be considered an offer on the part of the Proposer, 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 Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.27 NOTICE TO PROCEED: The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed or Purchase Order is

issued by the Purchasing Director or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

2.28 WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn by submitting a written request to the County prior to the stated deadline for the receipt of proposals. Withdrawal of a proposal by any firm will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.

2.29 CONFLICT OF INTEREST: Through a statement of disclosure, your firm/organization/ joint venture shall provide sufficient detail of any relationship, especially financial, between members of your firm and any county employees or their family members. This will allow the County to evaluate possible conflicts of interest. However, it will remain at the county's discretion whether the extent of any conflict of interest remains substantial to disqualify any proposal.

2.30 REJECTING PROPOSALS: The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

2.31 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the CONTRACTOR agrees as follows:
The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

2.32 PENDING LITIGATION: Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance.

SECTION III EVALUATION PROCESS

3.1 DESCRIPTION AND OBJECTIVES: The Chatham County Emergency Management Agency (CEMA) is seeking qualified firms to provide transportation for evacuations in case of a disaster.

3.2 SELECTION METHODOLOGY: Proposals will be evaluated according to the following criteria at minimum:

3.2.1 INTRODUCTION/COVER LETTER (SECTION A): You should provide no more than a 2 page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and FAX number of one (1) contact to whom any correspondence should be directed.

3.2.2 EXPERIENCE - TOTAL POSSIBLE POINTS: 20 (SECTION B): Written narrative demonstrating the Contractor's experience in providing the goods and services outlined in the RFP to include a list of references who can validate the quality of services rendered.

3.2.3 QUALIFICATIONS - TOTAL POSSIBLE POINTS: 20 (SECTION C): The quality of the provided equipment, staff capabilities and overall reliability of all other resources used to fulfill the terms of this contract.

3.2.4 PROJECT UNDERSTANDING –TOTAL POSSIBLE POINTS: 20 (SECTION D): The quality of plan to execute the terms of this contract, as well as the quality of methodology proposed in addition to applicable contingency plans to support continuity of operations.

3.2.5 MBE/WBE– TOTAL POSSIBLE POINTS 15 (SECTION E)
Provide detail on form provided of minority and woman owned business participation on this contract.

3.2.6 REFERENCE – TOTAL POSSIBLE POINTS 5 (SECTION F) References (at least three), including contact relationship, address and phone number. Note: Chatham County reserves the right to contact any known former clients about your performance.

3.2.7 FEE – TOTAL POSSIBLE POINTS 20 (SECTION G) Supply your fee along with your proposal on the form provided.

3.2.8 Interviews/Presentations (if required) (TOTAL POSSIBLE POINTS: 30)
Any or all proposers may be requested to provide a demo or interview. If conducted, interviews will be scored.

3.3 PAYMENT TO CONTRACTORS: Instructions for invoicing the County for service delivered to the County are specified in the contract document.

A. Questions regarding payment may be directed to Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.

B. 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.

3.4 BONDS: (Check where applicable) NOT APPLICABLE

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. Proposer(s) shall post a 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. Liquidated damages and penalties will be associated with the Bidder's agreed upon delivery date.

3.5 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the County may deem necessary, the Proposer 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.

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

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

This _____ day of _____ 20__.

BY: _____
SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO. /FAX NO

**SECTION IV
SCOPE OF WORK**

**EMERGENCY TRANSPORTATION FOR CHATHAM COUNTY EMERGENCY
MANAGEMENT AGENCY**

4.1 PURPOSE:

- 4.1.1 The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with an entity to manage and operate emergency bus and motor coach resources and service operations in response to evacuation orders as a result of disasters within Chatham County. Please contact Johnnie L. Coker, Procurement Specialist, with any questions regarding this RFP at (912) 790-1624 or Email jlccoker@chathamcounty.org
- 4.1.2 The initial term of contract is for one year with an option to renew the contract for up to an additional four (4) one year periods.

4.2 BACKGROUND AND CONTEXT:

- 4.2.1 In the past several years major hurricanes impacting the United States have demonstrated the need for well-planned large scale mass evacuation resources. It is vital to ensure the safety of the citizens of Chatham County, to have a reliable transportation contractor with sufficient available resources to participate in the mass evacuation efforts triggered by the activation of the Chatham County Evacuation Plan.
- 4.2.2 It is preferable to have a single entity responsible for organizing the resources required to operate and maintain operations over an activation period that could be prolonged. This entity shall be responsible for providing the buses and motor coaches, drivers, maintenance teams, and any applicable service operations required. This entity shall work with local CEMA and State (GEMA) agencies to ensure that performance of this contract is in accordance with and supports local and state evacuation plans.

4.3 CONTEXT:

- 4.3.1 The contractor shall be prepared to provide over-the-road bus services to support the evacuation of the population in Chatham County as needed in accordance with the requirements of this Statement of Work (SOW). The number or estimates provided in the SOW are based on the Chatham County requirements for emergency evacuation caused by natural disasters or manmade circumstances and other such type events which may involve different numbers and/or estimates. The contractor is expected to have Federal Motor Carrier Safety Administration (FMCSA) authority to conduct for-hire transportation of passengers, have accessibility to fleet services or demonstrate the ability to acquire a major fleet or fleet services, have current dispatch capability, fleet maintenance capability and be capable of managing and integrating the services addressed within this RFP.
- 4.3.2 It is unknown at this time, due to inconsistency of events, exactly how many events the contractor may be called upon to activate for during any given contract period. The Contractor shall be responsible for mobilizing all facilities, equipment, personnel, material, and other resources necessary in order to respond in a timely manner to an activation work order as agreed upon by

the contracting agency and the Contractor. "Mobilization" means the process of marshaling the transportation sector to provide equipment, materials, goods and services required to support all services described in this solicitation upon receipt of an activation work order. "Mobilization" also includes the mobilization of labor, capital, and contributory items and services in order to effectively accomplish the short surge of operations, maintenance, and logistics capabilities. The contractor shall work with State, Local and Federal emergency officials as required to meet contractual requirements.

- 4.3.3 For planning purposes, this SOW describes potential evacuation needs for an imminent tropical storm or hurricane scenario in the Chatham County area. The contractor could conceivably evacuate up to 3,000 persons from a designated site in Chatham County, or other site locations throughout Chatham County, to receiving locations up to 250 miles distant. Chatham County estimates that as many as 100 over-the-road buses (defined as a minimum of 40 foot vehicles with on board sanitary facilities and luggage compartments), 25 paratransit vehicles, a compliment of up to two drivers per bus and support staff, dispatch and communications functions, and related logistics support may be necessary. Mobilization could include activation of the full fleet of buses or partial activation of a smaller number of vehicles, depending on the nature, intensity, and urgency of the event.
- 4.3.4 Contractor shall be responsible for operating and maintaining the vehicles used in the performance of the resulting contract in accordance with federal, state and local laws, regulations, and safety and property management requirements. This shall include obtaining appropriate liability insurance coverage, a copy of which must be provided to the agency. It should be noted that due to the emergency nature of this requirement, state and local conditions may be altered. The contractor shall be responsible for providing services and support subject to any changes in situational emergency status.
- 4.3.5 First right of refusal: As per this clause, Chatham County has the ability to exercise a first right of refusal for a portion of or the total amount of potential resources as outlined in the contract. This means that resources shall be available and held available as per the terms of this contract unless the Contract Officer, in writing, temporarily releases the contractor of this agreement. The Contractor may be asked at a later date during the event to provide transportation resources based on the concept of "as available at the time of request." In the event that Chatham County provides the Contractor with a right of refusal statement, the Contractor cannot be held to the terms of the contract considering delivery of goods and services.

The Contractor, if asked to provide such services for any other entity, may request from Chatham County, a written release and Chatham County must reply within 12 hours of the request. Chatham County regardless will not be bound for any payment if they choose not to release the Contractor and the Contractor shall not have any legal recourse for not being released from the contract delivery terms.

Any release from the contract delivery terms shall be for that event and that event only and the release will be good for 48 hours.

4.4 **DEFINITIONS:**

- 4.4.1 **Staging Areas** - There will be staging areas where the bus fleet will assemble as they arrive from points of origin. As other staging areas are identified, they will be incorporated into the resulting contract as well as plans pertaining to this contract.
- 4.4.2 **Locality Pick-Up Point** – CEMA has identified a central location at the Savannah Civic Center as the Evacuation Assembly Area (EAA) for evacuees. This will be the location at which the contractor provided bus fleet will embark evacuees. It is the responsibility of the Contractor to provide any necessary lodging accommodations for contractor field personnel at or near the EAA. The locality pick-up point is subject to change.
- 4.4.3 **Drop-Off Points** - Drop off points are intended to be within a 250 mile radius of pick-up point(s). Specific locations (typically in the Augusta/Richmond County, Georgia area) will be identified during the operation and may change as the evacuation progresses.
- 4.4.4 **Evacuation Window** - Because of the uncertainties involved in long-range weather forecasting, limited time will be available to stage and employ evacuation assets. Current Chatham County planning allocates a maximum period of time for evacuation operations of two days prior to the onset landfall of tropical storm force winds. In some cases, there may be an opportunity to pre-stage vehicles prior to evacuation. However, other scenarios may allow significantly less advance warning and reduced periods of time for evacuations. A timeline of evacuation consideration time reference points is available upon request.
- 4.4.5 **Drivers** - The Contractor will provide adequate numbers of licensed and certified drivers to keep the fleet operational on a 24 hour basis throughout the period of evacuation operations, while complying with all applicable safety and regulatory requirements.
- 4.4.6 **Pet Vehicles** - may be required to handle pet transportation. Service animals shall not be considered pets. Determination of status will be made by assigned Chatham County EAA employees.
- 4.4.7 **Command and Control** - Emergency directions and information for control of bus operations, direction, and prioritization will be provided by Chatham County Emergency Agency (CEMA). Once directions have been given, the implementation of the orders is the responsibility of the Contractor.
- 4.4.8 **Special Needs** – Any person that requires assistance due to medical, mental, or limitation of any recognized condition.
- 4.4.9 **Mobilization** - The act of deploying resources (vehicles with drivers and support staff) and engagement of services to maintain 24 hour operation for extended portions of time (possibly 4 days). Mobilization includes pick up of passengers and delivery to state designated locations.
- 4.4.10 **Small Pets** - Pets may include such animals such as cats, dogs, rodents, birds, and turtles. This list may change based on FEMA definitions.

- 4.4.11 **Major Fleet** - A fleet of buses and/or motor coaches of 100 or more or can show that they can provide transportation assets required to meet the evacuation plan as approved to be mutually acceptable by both parties.
- 4.4.12 **Situational Considerations**. Contract performance requires operating in an environment not typical for providing bus services. Services are being delivered on a commercially reasonable effort basis as described in the following:
- 4.4.12.1 - The Standard Operating Procedures (SOP) developed under this solicitation will be used for operational guidance. Deviations from SOP are permitted when, in the judgment of the responsible Contractor employee, subcontractor or service provider, they are necessary and appropriate and only when approved by the CEMA Director, CEMA Emergency Operations Center (EOC) Manager, EOC Logistics Section Chief or his/her designee.
- 4.4.12.2 - When reasonably possible and practical, the SOP for driver hours of service will be followed. However, because of occasional delays and/or longer distances and travel times, it may be appropriate to extend hours of service. This contract will assume a State Declaration of Emergency has been made and a waiver of normal driver hours of service regulations has been issued from the appropriate State of Georgia authority. During contract performance, normal hours of service may be exceeded when deemed necessary. The Contractor will use commercially reasonable efforts to address such situations before they become critical and contact CEMA for direction. CEMA shall promptly furnish specific direction by providing an alternative rest stop location that permits passenger unloading at an appropriate facility so the driver can rest. The Contractor will work with CEMA so as not to abandon passengers on a bus no matter what hours are incurred.
- 4.4.12.3 - The Contractor and its employees, subcontractors, or contract service providers will not be required to perform evacuation transportation or other applicable operations in situations that in the judgment of the Contractor's lead on-site representative and CEMA could result in injury, property damage, or loss of life to the Contractor's employees, passengers, or others.
- 4.4.12.4 - Should a bus with passengers onboard not be provided a drop-off point or permitted to disembark passengers within a reasonable time, the Contractor shall notify CEMA of the situation and CEMA shall promptly provide direction so that unloading may be achieved.
- 4.4.12.5 - Security of all locality or state designated sites of operations involving Contractor, its employees, subcontractors, and contract service providers, including but not limited to Vehicle Staging Points, Pick-Up Points, Passenger Drop-Off Points, and Vehicle Refresh Points, is not the responsibility of the Contractor. The Contractor shall have support from CEMA and Chatham County when needed throughout the performance of its operations under this contract.
- 4.4.12.6 - Any Mobile vehicle communication equipment, GPS equipment, and purchased, durable location kit equipment acquired by Contractor for performance of this contract after an "Activation Order" is received the responsibility of the Contractor.

5.0 OPERATIONAL ASSUMPTIONS:

5.1 The following are not included in the scope of this contract:

5.1.1 Additional vehicle staging areas, vehicle refresh and passenger transfer points to cover the need to change buses and drivers to safely move evacuees to multiple or widely distributed shelters and delivery points beyond 250 miles from pick-up points.

5.1.2 Planning and support for any areas other than Chatham County evacuation requirements.

6.1 WORK STATEMENT:

6.2 The Contractor may be asked to participate in a CEMA Exercise. Contractor may be required to attend and participate in other evacuation drills throughout the term of this contract. When requested, participation will be mandatory with personnel staffing the Evacuation Assembly Area.

6.3 Maintain awareness of current emergency transportation issues at the local, state, and federal level. The permanent staff supporting this contract will use commercially reasonable efforts to coordinate its activities related to these issues with other emergency transportation providers. All communications with CEMA representative regarding specific emergency planning operations will be coordinated with CEMA.

6.4 The Contractor may use commercial reasonable practices to provide transportation for mobility challenged persons.

7.0 EVENT ACTIVATION:

7.1 **Timing and Commitment.** The Contractor is obligated to provide up to 100 motor coaches, 25 para-transit vehicles, to Chatham County pursuant to the contract. The parties acknowledge that other State, Federal or Private sector entities may request motor coaches, para-transit vehicles, or other types of transportation vehicles ("Vehicles") from the Contractor for a specific emergency evacuation event only. To the extent that such requests are made of Contractor, then the Contractor will promptly notify CEMA of such a request for emergency evacuation Vehicles to include quantity, type and duration of requested vehicles, and within 12 hours of receiving such notification CEMA must contractually commit to the Contractor as to the maximum amount of transportation vehicles it will request of the Contractor pursuant to this contract. To the extent that CEMA does not provide such notification, then the Contractor's vehicle obligation to the Chatham County is reduced by the number of vehicles that are offered by the other entity under the First Right of Refusal. The Contractor will notify CEMA when requested vehicles become available.

7.2 Upon receipt of an activation order, the Contractor shall provide bus transportation services and furnish up to the maximum amount outlined within this contract of resources to include long-haul, over-the-road buses (defined as a minimum of 40 foot vehicles with on board sanitary facilities and luggage compartments), and paratransit vehicles that are road ready; meet all state and Federal safety requirements; and have adequate performance records for the purposes of the evacuation. It is anticipated that there may be a one-day advance notification before actual passenger embarkation. Order quantities may be affected by amount of advance notice provided.

Evacuation operations are likely to occur over a three-day period, but may be over a shorter timeframe depending upon the event.

- 7.3 Evacuation services for an event are scalable according to the magnitude of the event. Some of the factors to be considered when scaling for lesser events are as follows: population to be evacuated, number and location of passenger Drop-Off Points, number and location of available Vehicle Staging locations, days available for notification, days available for evacuation operations, hours of operations planned at the Pick-Up Location, and highway contra-flow plans and timing. With this and other information identified during the activation process, the number of evacuation coaches can be determined and all support functions.
- 7.4 **Evacuation operations include the following:**
- 7.5 Dispatch Services – The Contractor shall provide dispatch services to include overall fleet coordination and direction that ensures a smooth flow of evacuees to designated receiving points under emergency conditions. This includes standard services, such as route planning coordinating driver and vehicle needs, as well as en-route services and support. Dispatch services must be continually adjusted or refreshed to account for road conditions, roadblocks, destination changes, or other unanticipated conditions.
- 7.6 Central Dispatch Operations – The Contractor shall provide Central Dispatch services, including overall fleet command and communications services for operations. This includes continually monitoring and managing the status of bus movement, on-loading and off-loading of evacuees, support services, and operations. Central Dispatch will provide regular reports regarding asset location and manifest information to CEMA.
- 7.7 Field Staff – Central dispatch support shall include adequate field staff to coordinate with central dispatch and manage the bus operator interface at the bus staging areas, Locality Pick-Up Points, and drop off points. It is recognized that EAA personnel involved in an evacuation activity will be recording evacuee information, including names and other information deem appropriate, and the point to which the evacuee is being transported. A bus manifest will be prepared from this information for each bus. The Contractor will be provided a copy of the manifest document. No copies of the records shall be made or distributed outside of the Contractor's control without CEMA's written approval.
- 7.8 Liaison to CEMA – A Senior level employee(s) with the Contractor will be designated as the contact with CEMA. This support may need to be available 24/7 and scalable based on the scope and nature of the event. Services include providing regular reports and input for briefings, responding to inquiries, and providing status updates. This will also require voice and data links to the Contractor's central dispatch.
- 7.9 Activation of Dispatch Services
- 7.9.1 Readiness. Upon direction from CEMA, the Central Dispatch Operations (CDO) staff shall be mobilized. Communications shall be established with CEMA at the Emergency Operations Center and other government authorities or local responders as required by CEMA.

- 7.9.2 Operations. During the actual evacuation, the CDO shall provide updates to CEMA and shall be the central point of contact for disseminating instructions to transportation operations and maintenance staff in the field. The CDO shall provide oversight to assure that all operating processes are being implemented effectively. Necessary changes to procedures shall be communicated to field staff and vehicle operators by the CDO.
- 7.9.3 Demobilization Operations. In accordance with instructions from CEMA to de-activate, the CDO shall issue instructions to all involved to complete tasks and return to their base stations, in accordance with contractor-developed plans for close-out. Close-out plans may need to be modified based upon the circumstances of the event. CDO itself shall demobilize in a manner consistent with the ability to re-mobilize rapidly for a new activation. A report on CDO operations will be prepared for inclusion in the after-action review report within 10 days of demobilizing.
- 7.10 Fleet Management Services – The Contractor shall provide fleet management services, including coordination of fleet assembly, operations, and demobilization. Fuel will be paid for by the Contractor and fuel costs will be reimbursed by Government. Fuel costs are NOT to be a part of the pricing for this proposal and must be billed separately using market value pricing at the time of the Activation Order. All necessary documentation (original receipts) must be submitted for reimbursement. In a hardship situation, fuel may be supplied by the Chatham County during an evacuation. The contractor will manage coordination of refueling logistics, bus maintenance (including sanitation collection), and driver lodging and subsistence (e.g., food, water, and sanitary facilities). Bus maintenance should support bus transportation operations at a satisfactory level of road-readiness and good repair. This will require routine inspection and maintenance, light repair, and heavy repair. Adequate replacement of units will be available in case of on-the-road breakdown in accordance with standard operating procedures.
- 7.10.1 Readiness. The Contractor shall alert and mobilize fleet management and maintenance staff at the time of activation. At the time of activation, maintenance staff will perform vehicle checks and prepare the fleet, including support vehicles. The Contractor shall provide oversight and quality assurance of maintenance activities, and make any adjustments as necessary to meet manufacturers' recommended maintenance standards.
- 7.10.2 Operations. When activated, buses shall be moved to assigned locations or staging areas in or near the affected area and placed on stand-by. The Contractor shall be responsible for fleet management during the entire term of performance including "stand-by" mode. The Contractor shall coordinate bus operations at the staging areas. Once buses are deployed maintenance staff shall be available for all maintenance activities as delineated in the SOPs.
- 7.10.3 Demobilization Operations. After evacuation is completed, the Contractor shall provide an after-action report when requested by the Contract Manager. The report will include an accounting of fuel usage (note if fuel was provided), equipment usage, and final inventory, as well as a report on the performance of equipment and teams, safety record, and recommendations for major maintenance and procedural revisions. An inventory of equipment will be accomplished during the replenishment process following an

evacuation. As appropriate, additional information concerning Maintenance Operations will be provided to CEMA for use in its after-action review.

8.0 Fleet Operations

- 8.1 Operations during Evacuation. Upon instruction from CDO, drivers shall perform walk-through inspections of their buses and proceed from the staging area via specified route to their first area for pick-up. On arrival at the pick-up point, evacuees shall be boarded, and upon instructions of the dispatcher, the bus shall depart for its pre-assigned passenger drop off point.
 - 8.1.1 Drivers shall have instructions (documented in the appropriate SOPs) for addressing roadside emergencies and commercially reasonable direct and reliable communication to CDO, subject to availability of service.
 - 8.1.2 After disembarking all evacuees at the designated drop-off point, the Contractor shall assure buses are cleaned and re-equipped before embarking additional evacuees on the next pick-up cycle when necessary.
 - 8.1.3 After the last drop-off of evacuees, drivers shall move buses to staging areas or other safe haven as directed by CDO. Vehicles shall be inspected and prepped for maintenance (for potential return of evacuees or further post-storm evacuation operations) or returned to base operations pursuant to the SOPs. It is the Contractor's responsibility to assure that Government furnished property and supplies are accounted for. That Contractor will be held responsible for Chatham County property lost or damaged in the proper performance of this contract while in the Contractor or his employees' possession.
- 8.2 Evacuee Logistics – While in route, the Contractor shall provide to evacuees, adequate sanitation facilities and access to a first aid kit. Any food and water for passengers will be provided by Chatham County.
- 8.3 Facilities and Logistics Support – The provision of space and facilities at locally designated pick-up and drop-off points is the responsibility of the local authorities.
- 8.4 Lavatories – Each motor coach will have fully functioning lavatories and these lavatories will be available to evacuees during the evacuation and transportation function.
- 9.0 Administration / Credentialing
 - 9.1 Contractor employees where required as part of the Contractor's response operations, are the responsibility of the Contractor. The Contractor will provide all necessary administrative operations and items to support these operations to include automated processing, check in, and tracking of documentation, badging /credentialing for employees, etc. Pricing should include staffing requirements for the established operational period(s).
 - 9.2 All information received during administrative processes is considered property of Chatham County and is not subject to release under any circumstances unless required under the Freedom of Information Act. Any Freedom of Information Act (FOIA) request(s) are to be submitted to CEMA for review and response.

- 9.3 As part of the RFP, the Contractor will provide a written plan on how the Contractor will provide onsite credentialing of persons supporting its operations on behalf of the Contractor. Each employee is required to display on their person at all times a picture style identification badge signifying their full name, positional role, the relationship between that person and the Contractor (i.e., employee, independent Contractor, etc.) and dates of employment.

Contractor is to ensure that all persons employed as temporary, part time, or full time personnel of the Contractor meet the following criteria:

- 9.3.1 Be of legal working age for Georgia
 - 9.3.2 A United States citizen or authorized to obtain employment within the United States
 - 9.3.3 Has no felony convictions
 - 9.3.4 Has all applicable certifications/licensure required of the position
 - 9.3.5 Has the minimum training required of the position hired as deemed by the Contractor
- 9.4 The Contractor is to maintain on site, copies of licensures or other required documentations and make those documents readily available if requested. Failure to provide the information about any employee can result in the immediate removal of the employee in question. If it is determined that the Contractor or the employee does not have the required documentation or licensure, the employee will be immediately removed from the facility and will not be able to return as an employee until such time that the requested documentation is provided.
- 9.5 The Contractor shall submit various reports and deliverables specifically called for in the items referenced above. The Contractor shall implement best practices in the performance of this contract that provide for timely responses to all post-event information and document requests, including requests for interviews or testimony from Government authorities. The Contractor shall notify CEMA and Contracting Officer immediately if it becomes aware that information it has provided is no longer accurate. The Contractor shall not release any information or materials regarding the evacuation without express permission of CEMA or the Contracting Officer.
- 9.6 Procedures for the Issuance of Activation Orders - Several factors affect the number of buses that need to and/or can be brought into an evacuation event. These factors include items like (examples only) the number of drop-off points and the distance between them, at what time the activation is transmitted to Contractor, the length of the planned evacuation period, and the time between the advance notice and when evacuation begins. This and other available information shall be considered when ordering bus evacuation services. The parties will agree on more specific ordering instruction before and during activations periods.
- 9.7 Security and safety of the passengers is the responsibility of the Contractor.

**REQUEST FOR PROPOSAL
CHATHAM COUNTY, GEORGIA
FEE PROPOSAL FORM**

NO. 18-0095-3

**EVACUATION TRANSPORTATION RESOURCES FOR CHATHAM COUNTY EMERGENCY MANAGEMENT
AGENCY (CEMA)**

I have read and understand the requirements of this proposal, RFP # 18-0095-3, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

EQUIPMENT DESCRIPTION & PRICING SCHEDULE

| BUS DESCRIPTION | BUS TYPE 1 | BUS TYPE 2 | BUS TYPE3 |
|---------------------------------|------------|------------|-----------|
| PASSENGER CAPACITY | | | |
| NUMBER OF BUSES THIS TYPE | | | |
| FEATURES OF THIS BUS | | | |
| AGE RANGE OF FLEET THIS TYPE | | | |

PRICING

| PRICING PER | BUS TYPE 1 | BUS TYPE 2 | BUS TYPE 3 |
|-------------------------------|------------|------------|------------|
| Per Day (12 hour Day) | | | |
| "Deadhead" Rate (Per mile) | | | |

ADDITIONAL EXPLANATION REGARDING PRICING STRUCTURE:

ALL PROPOSERS MUST BE REGISTERED VENDORS ON THE COUNTY'S WEBSITE
(PURCHASING.CHATHAMCOUNTY.ORG)

FIRM NAME: _____
PROPOSER: _____
SIGNATURE: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
TELEPHONE: _____
FAX NUMBER: _____
E-MAIL: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY BUSINESS ENTERPRISE? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

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.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification: _____
(Contractor) certifies to Chatham

County that a drug-free workplace will be provided for the employees during the performance of this contract known as **EVACUATION TRANSPORTATION RESOURCES FOR CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)** 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 **EVACUATION TRANSPORTATION RESOURCES FOR CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)** 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 an 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 contractor 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 _____ 2013

by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

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:

ATTACHMENT E

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:

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, 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

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 _____, 2013

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 167290

Chatham County, Georgia seeking proposal from responsive and qualified firms that will the provide services associated with “**EVACUATION TRANSPORTATION RESOURCES FOR CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)**”

A **Pre-Proposal Conference** has been scheduled for **10:00 A.M., November 13, 2018**, and will be conducted at the **Citizens Center Chatham County Purchasing Department, 1117 Eisenhower Drive Suite C., Savannah, Georgia 31406**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Firms are encouraged to attend.

Proposals are due by **5:00 P.M., November 27, 2018** and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

Specifications can be downloaded from the County’s website at <http://purchasing.chathamcounty.org> and are available in Chatham County Purchasing Office, at the address listed above. For additional information concerning specifications, please contact Johnnie Coker, at (912) 790-1624. 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 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
CHATHAM COUNTY, GEORGIA

Savannah News- INSERT: October 26, 2018