

INVITATION TO BID

**BID NO. 18-0007-6**

**PURCHASE OF NEW FLATBED DUMP TRUCKS**

**PRE BID CONFERENCE: 10:00AM FEBRUARY 13, 2018**

**BID OPENING: 2:00PM, FEBRUARY 27, 2018**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES JAY JONES

COMMISSIONER DEAN KICKLIGHTER

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.**

GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

PROPOSAL

PLANS/DRAWINGS

BID SCHEDULE

PERFORMANCE BOND

PAYMENT BOND

CONTRACT

LEGAL NOTICE

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.

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

**African-American\_\_\_\_\_ Asian American\_\_\_\_\_ Hispanic\_\_\_\_\_**

**Native American or Alaskan Indian\_\_\_\_\_ Woman\_\_\_\_\_**

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S)\_\_\_\_\_

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

BY: \_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING DIRECTOR  
1117 EISENHOWER DRIVE, SUITE C  
SAVANNAH, GEORGIA 31406  
(912) 790-1621

**Date: JAN 23, 2018**

**BID NO. 18-0007-6**

**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 2:00PM, FEBRUARY 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 PRE-BID CONFERENCE has been scheduled to be conducted at the Purchasing and Contracting conference room, 1117 Eisenhower Drive, Suite C Savannah Georgia, 10:00 AM, February 13, 2018** to discuss the specifications and/or scope of services and resolve any questions and/or misunderstanding that may arise. A walk through of the courthouse will follow. 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.

**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 or proposal to supply Chatham County with equipment, supplies, and/or services as described herein. All bids/proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

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

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and all documents must be completed and submitted or your proposal may be declared non-responsive and rejected.
- B. Typewritten or completed with pen and black or blue ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

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

1.3 **HOW TO SUBMIT BID PROPOSALS:** All bid proposals shall be:

- A. One (1) **original** and one (1) **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 to:

**Chatham County Purchasing & Contracting  
Attn. Purchasing Director  
1117 Eisenhower Drive  
Suite C  
Savannah, Georgia, 31406.**

**BIDS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.**

1.4 **HOW TO SUBMIT AN OBJECTION:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing 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. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by the County!

**1.12 LOCAL PREFERENCE:** On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference Ordinance. The local preference policy was amended in January 2016, under the new Purchasing 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 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.

**1.15 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. You may go to <http://www.uscis.gov> to find the E-Verify information.

**1.16 PROTECTION OF RESIDENT WORKERS:** Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (IN) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the IN, employers may hire only persons who may legally work

in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

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

## **SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS**

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 MULTIPLE BIDS:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing 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 or 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. The Chatham County Purchasing Ordinance Part 9 - Vendor Disputes shall govern the review and resolution of all protests.

**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 Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.

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

**2.15 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.

**2.16 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 Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 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 Good Faith Effort in obtaining the goal established for M/WBE participation.
- b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through M/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Female Business Enterprise participation.

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

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

**2.21** 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 Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7860 phone, (912) 652-7849 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.

Responses to RFP's shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners. The vendor and their bid price in response to the ITB will be read aloud at public bid openings. After Bid Tabulations, the ITB shall be available for public viewing. Chatham County shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the County, at any time during the solicitation evaluation process.

- 2.23 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.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

### **SECTION III**

#### **ADDITIONAL CONDITIONS**

**3.1 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.

**3.2 WARRANTY REQUIREMENTS:**

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



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

	<b>A.</b>	Annual Contract (with renewal options for four (4) additional one (1) year terms if all parties agree)
<b>X</b>	<b>B.</b>	One-Time Purchase
	<b>C.</b>	Other <b><u>ONE TIME CONTRACT</u></b>

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

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

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

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

BY \_\_\_\_\_

SIGNATURE

TITLE

COMPANY

Phone / Fax No-s.

## SECTION IV

### SPECIFICATIONS FOR

BID 18-0007-6

### PURCHASE OF NEW FLATBED DUMP TRUCKS

#### 4.1 General Information:

The purpose of these specifications is to describe a two and ½ ton truck with backpack toolbox and twelve foot dump body with tailgate to be used in the collection and loading of bulk trash, limbs, leaves, brush, building materials, white goods and other materials of similar nature. The truck and body shall conform to applicable Georgia and federal regulations binding this type of equipment. If meeting or exceeding specifications put **YES**, and if exceptions are taken put **NO**. Any exceptions must be detailed on a separate sheet with bid. Specifications associated with exceptions must also be submitted. All BIDS include delivery, training of operators and service personnel. Upon delivery the truck shall be a complete unit properly serviced and ready for operation.

***THE FOLLOWING ARE MINIMUM SPECIFICATIONS THAT WILL BE REQUIRED:***

#### 4.2 TRUCK SPECIFICATIONS

**WEIGHT:** GVWR 26,000 lbs minimum

**FRAME:** High strength low alloy steel (80,000 PSI yield); 10.250" X 2.092" x 0.375" Frame assemble shall be huck bolted in lieu of threaded bolts where possible, to minimize frame bolt retorque service. Must provide a minimum 4" front bumper extension to help protect fenders and grill from minor impact damage. Two stage corrosion resistant primer coating for frame rails to minimize corrosion from harmful de-icing compounds. (2) front tow hooks, frame mounted License plate holder, includes upper and lower mounting plate hardware, mounted in existing holes in front bumper Front bumper full width, aerodynamic steel: 0.142 material thickness (powder coated).

**FRONT AXLE:** Non-driving I-Beam type 12,000 lb capacity, auxiliary front rubber springs required to provide improved stability with high center of gravity loads or front mounted frame equipment and prevent spring damage in the event of temporary overload conditions.

**FRONT SUSPENSION:** Spring parabolic, taper leaf, 12,000 lb capacity with shock absorbers.

**BRAKES:** Air brakes, with automatic slack adjusters, Bendix AD-9 air dryer, minimum 18.7 CFM rated air compressor required for rapid pressure build up. Air lines shall be color coded and continually numbered so technicians can easily identify and troubleshoot as necessary.

**CAB:** Crew cab conventional tilt hood type. Front passenger bench seat and rear bench seat, black powder coated mirrors, heated, breakaway, with convex mirrors. 4 interior grab handles (interior) painted safety yellow. Seat belts all red, air ride cab, air condition/heater factory installed. Exterior Sunshade painted cab color. Multi-piece (3) hood construction, so fenders may be replaced independent of hood. Exterior grab handles behind front door and rear doors, one behind each door on BOTH SIDES OF THE TRUCK. Stationary grille required to clear front mounted equipment.

Truck cab, hood, and fenders shall be painted with the factory applied paint color, and sealed with a clear coat finish to protect the paint from fading and minor scratches. Air ride cab suspension required to isolate cab and operators from harsh road conditions.

Width of cab interior at hip level shall measure not less than 70" to provide adequate room for 3 man seating.

5 keys per truck and all keys must be the same. Front and rear bench seats. Operable vent window required to provide readily variable flow of outside air circulation through cab interior. Interior cab height from highest point on cab floor to roof interior shall measure not less than 55". Cab shall be equipped with overhead storage console pockets on both driver and passenger side with retainer nets to secure items.

All pedals including the throttle, clutch, and brake shall be suspended rather than floor mounted to reduce the potential for material or loose items gathering underneath the pedal that may impede its operation, and to minimize corrosion penetration in cab floor. Electrically heated windshield shall be provided to maintain visibility under adverse conditions independently of cab interior temperature. Hood mounted heated convex mirrors shall be supplied on each fender to provide optimum visibility during cold weather. Power window and power locks. The cab doors will automatically lock when vehicle speed exceeds 15 mph for added operators' protection. The cab doors will unlock when the parking brake is applied for added operator protection and convenience.

**ELECTRICAL:** 12 volt standard. 160 amp alternator with remote voltage sensor capability to monitor battery charge and adjust alternator output. (2) maintenance-free 1850 CCA. Remote jump start with cab mounted battery disconnect, lock with padlock (2) cigar type receptacle. AM/FM/weatherband/bluetooth/USB Input/3MM Auxiliary Input/MP3, Apple Device Play & control, Bluetooth for phone & music, with Multiple speakers. Air horn with controls on the steering wheel. Electric horn

Vehicle shall be equipped with manual reset circuit breakers on all circuits over 5 amps where possible, except headlight and wiper motor circuits which shall be protected using continuous reset circuit breakers to allow continued operation during a momentary overload for trouble shooting convenience and circuit protection

Windshield wipers shall be automatically forced to slowest intermittent speed when the park brake is set and wipers left on for a predetermined time. The vehicle shall have an exterior light test system to aid driver with pre-trip inspections. Engaging light inspection switch will sequentially flash all exterior vehicle lights, except back up lights while operator completes safety inspections. Headlights and taillights will automatically turn on with activation of the windshield wiper switch, to provide increased visibility during inclement weather. Cruise control switches shall be mounted on the steering wheel, similar to automotive designs to keep drivers eyes on the road, and hands on the wheel. Electrical fuse/circuit breaker panel (no tools needed for access) shall be located inside the cab to prevent exposure to corrosive elements.

**ENGINE:** Cummins B6.7 250 EPA 2017 250 hp @ 2400 rpm. 660 lb-ft torque @ 1600 rpm. Engine warranty shall cover unlimited miles for a period of not less than 36 months. Include Engine exhaust break.

**TRANSMISSION:** Allison 3500 RDS, 5<sup>th</sup> generation controls, 6-speed, with PTO provision. Push button type of shift control. Synthetic oil.

Allison transmission will be of a 3 piece case housing design for ease of service.

Automatic transmission shift control shall be mounted to keep floor area clear for body mounted equipment controls, or 3 man seating. NO floor mounted shift tower.

Allison transmission electronic control module shall be relocated to inside the cab and up off the floor to minimize exposure to corrosive elements. PTO: HOT SHIFT PTO WITH DIRECT MOUNT HYD PUMP

**FUEL TANKS/DEF TANK:** (2) top draw, non-polished aluminum D-Style, 16" tank depth, 40 US gallons left side, 50 gallons right side. Fuel tank straps shall be stainless steel to provide corrosion protection. DEF tank 7 gallons, frame mounted outside left rail, under cab. Trucks must be full of fuel and DEF upon delivery.

**REAR AXLE:** 21,000 lb (Meritor) MS-21-14X-4DCR rear axle with driver controlled locking differential. 6.14 gear ratio 23,500 lb capacity rear suspension with 4500 lb. Auxiliary rubber spring. Synthetic rear lube.

**TIRES AND WHEELS:** Rims DISC FRONT 22.5X8.25, steel, painted white and MUST BE POWDER COATED. Rims DISC REAR 22.5X8.25, STEEL, painted white and MUST BE POWDER COATED. Hub piloted. Highway tread on front tires load range G. Rear traction lug type tread load range G.

**EXHAUST:** Single, horizontal aftertreatment device, frame mounted under right rail, back of cab, includes short horizontal tail pipe.

**EXTENDED WARRANTY:** AC/HEATER SYSTEM 60 MONTH/200,000 MILE COMPLETE COVERAGE ENGINE 60 MONTH/200,000 COMPLETE ENGINE WARRANTY. AFTERTREATMENT 60 MONTH/200,000 COMPLETE COVERAGE.

**4.3 FLAT BED DUMP BODY SPECIFICATIONS**

If meeting or exceeding specifications put **YES**, and if exceptions are taken put **NO**. Any exceptions must be detailed on a separate sheet with bid. Specifications associated with exceptions must also be submitted.

		<u>Yes</u>	<u>No</u>
Length	12'		
Width	96"		
Bulkhead	Full Height to Top of Back Pack 3" Structural Channel Up-posts & Framing R400 3/16" Smooth Steel #9 Expanded Metal Window Cut Out		
Long Sills	7", 9.8# Structural Channel.		
Cross Sills	4", 5.4# Structural Channel on 12" Centers.		
Side Rails	5" Formed side rail w/ 3" upper lip w/ 1" offset for floor sheet and 1" bottom lip, constructed of 3/16" steel.		
Rear Rail	5" Formed side rail w/ 3" upper lip w/ 1" offset for floor sheet and 1" bottom lip, constructed of 3/16" steel.		
Flooring	3/16" AR 400 smooth steel		
Undercoating	Body to be fully undercoated		
Lights	FMVSS #108 Lighting Package Marker Lights to be recessed, reflected style, grommet lights w/ molded wiring harness		
Strobe	4 LED Programmable Lights, Amber (2 at rear, 2 at front)		
Paint	Acrylic Modified, Air-Dry Enamel Omaha Orange		
Hoist	NTEA Class 50 Hoist Twin Cylinder Hot Shift PTO Direct Mount Pump		
Mud Flaps	Anti-Spray, Anti-Sail Mud Flaps		
Back-Up Alarm	12 Volt, 102dba		
Sides	24" High Permanent AR 400 3/16" Steel 3" 11GA Square Tubular Standards 3" 11GA Square Tubular Top Rail		

YES      NO

Tailgate	24" High, Swing Open One Piece, Double Acting Tailgate, Air Operated Sheeted with 3/16" AR 400 Steel		
Hitch	Class 5 receiver hitch w/ combination 2" ball/pintle hitch, eyes for safety chain 7-way RV style light plug		
Step	E-Z Step at Right Rear of Body with Grab Handle mounted to inside of Body		
L Pack	REV-PAC mounted between Truck Cab And Body 4554-4555, 68.5" H, Complete Linex Interior		

**4.4 ADDITIONAL OPTION:** The County reserves the right to buy additional flatbed dump trucks at the same unit price subject to availability within a 90 day period.

**5.0 DELIVERY**

Delivery cost to 65 Billy B. Hair Drive, Savannah, GA 31408 – At least one day advance notice will need to be made prior to delivery. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or proposal. (DO NOT anticipate drop shipping)

**NO** Dealer advertising is to be on truck or heavy equipment vehicle.

Chatham County Fleet Operations will be responsible for applying for all Georgia tags and titles. NOTE: Assign title to Commissioners of Chatham County, 124 Bull Street, Savannah, GA 31401

Invoices, MV-1 and MSO's shall be sent to Chatham County Fleet Operations, Attn: Lori Love, P.O. Box 8161, Savannah GA 31412

Four (4) sets of keys will be provided.

Heavy equipment vehicle will be delivered with not less than a half a tank of fuel.

Heavy Equipment vehicle shall be delivered with complete certification or origin, warranty, owner's manual and any other necessary credentials.

**BID SHEET**

**BID NO.18-0007-6**

**PURCHASE OF NEW FLATBED DUMP TRUCKS**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER'S NAME &amp; MODEL NO.</b>	<b>QTY</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	New Flat Bed Dump Truck		5 EA		

**TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER \_\_\_\_\_/DAYS**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **EXCEPTION SHEET**

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

**Below are the only differences between my offer and the proposal. Add additional pages as needed.**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**COMPANY**

\_\_\_\_\_  
**TITLE**



**ATTACHMENT A**

**DRUG - FREE WORKPLACE CERTIFICATION**

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

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

\_\_\_\_\_ (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **PURCHASE OF NEW FLATBED DUMP TRUCKS** (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 **PURCHASE OF NEW FLATBED DUMP TRUCKS** 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**

**BIDDERS 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

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**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:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

LEGAL NOTICE

CC NO. 167039

**Invitation to Bid**

Sealed Bids will be received until **2:00 P.M.** on **FEBRUARY 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 : 18-0007-6- PURCHASE OF NEW FLATBED DUMP TRUCKS**

A PRE-BID CONFERENCE has been scheduled to be conducted at the Purchasing and Contracting conference room, 1117 Eisenhower Drive, Suite C Savannah Georgia, 10:00 AM, February 13, 2018 to discuss the specifications and/or scope of services and resolve any questions and/or misunderstanding that may arise. A walk through of the courthouse will follow. You are encouraged to attend.

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 Alton T Peterson, Jr. at (912) 790-1621

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

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SAVANNAH NEWS/PRESS INSERT: JAN 30, 2018