

INVITATION TO BID

**BID NO.19-0031-3**

**ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES AT VARIOUS  
LOCATIONS**

**PRE BID: 10:00 A.M. April 9, 2019**

**BID OPENING: 2:00 P.M. April 23, 2019**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. 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.**

  X   GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

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

  X   PROPOSAL

       PLANS/DRAWINGS

  X   BID SCHEDULE

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

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

       CONTRACT

  X   LEGAL NOTICE

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

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

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

CURRENT TAX CERTIFICATE NUMBER

CITY \_\_\_\_\_

COUNTY \_\_\_\_\_

OTHER \_\_\_\_\_

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

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

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

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

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

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

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

SIGNATURE \_\_\_\_\_

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

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

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

**Date: March 18, 2019**

**BID NO.19-0031-3**

**GENERAL INFORMATION FOR INVITATION FOR BID**

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, and Savannah, Georgia 31406 up to 2:00 P.M. April 23, 2019** 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 ***PREBID CONFERENCE*** has been scheduled to be conducted at **10:00 AM, April 9, 2019, IN THE OFFICE OF FACILITIES MAINTENANCE & OPERATIONS, 102 MARTIN LUTHER KING BLVD. SUITE 131 (PARKING GARAGE), Savannah, Georgia, 31401**, to discuss the Specifications or Scope of Services and resolve any questions and/or misunderstanding that may arise. You are encouraged to attend.

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

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

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

## SECTION I INSTRUCTIONS TO BIDDERS

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

1.2 **How to Prepare Bids: All bids shall be:**

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

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

1.3 **How to Submit Bids: All bids shall be:**

- a. **An original and duplicate copy must be submitted in a sealed opaque envelope, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- b. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.

**Chatham County Purchasing and Contracting  
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

stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.

1.12 **Local Preference:** On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**

1.13 **Debarred Firms and Pending Litigation:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

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

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

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

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

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

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

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

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

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

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

- 1.17 **Immigration:** On 1 July 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. Contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> to find the E-Verify information.

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

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



## SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.4 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.6 **Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.7 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.

- 2.8 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.9 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.
- 2.11 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.12 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution.
- 2.13 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other

documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

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

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

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

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

2.15.1 General Information that shall appear on a Certificate of Insurance:

Name of the Producer (Contractor's insurance Broker/Agent). Companies affording coverage (there may be several). Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with). A Summary of all current insurance for the insured (includes effective dates of coverage). A brief description of the operations to be performed, the specific job to be performed, or contract number. Certificate Holder (This is to always include Chatham County).

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

2.15.2 **Minimum Limits of Insurance** to be maintained for the duration of the contract:

- a. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

2.15.3 Special Requirements:

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

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

- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the Contract.
- f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- h. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

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

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

Minimum Limits:

\$1 million per claim/occurrence

Coverage Requirement:

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

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

against insured perils while in the course of construction.

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

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

- 2.16 **Compliance with Specification - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.
- 2.17 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.18 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
- a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
  - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
  - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional

information.

2.20 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/woman, small and disadvantaged business participation in construction, professional services, and general procurement.

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

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

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

2.21 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBE's. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

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

For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, (912) 652-7951 fax.

- 2.22 **GEORGIA OPEN RECORDS ACT** - The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.
- 2.23 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.24 **CONTRACTOR RECORDS** -The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.25 **EXCEPTIONS**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, offer or contractor



in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

### SECTION III ADDITIONAL CONDITIONS

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

3.2 **SURETY REQUIREMENTS and Bonds: (Check Where Applicable)**  
**(Does not apply to this project)**

- ☐ A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- ☐ B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- ☐ C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.
- ☐ D. Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. Performance Bond means a bond with good and sufficient surety or sprites for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. Payment Bond means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the

use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

- E. Forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;

### 3.3 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

### 3.4 WARRANTY REQUIREMENTS:

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

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

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

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

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

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

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

BY

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

Phone / Fax No. \_\_\_\_\_

**CHATHAM COUNTY, GEORGIA  
SECTION IV  
SCOPE OF WORK**

**SPECIFICATIONS FOR:**

**BID NO. 19-0031-3**

**ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES AT VARIOUS  
LOCATIONS**

**GENERAL INFORMATION:**

The purpose of this proposal is to solicit bids for an annual contract for HVAC maintenance services at the Chatham County Pete Liakakis Building, 222 W. Oglethorpe Ave, Savannah, Georgia, and the Chatham County Administrative Courthouse, 124 Bull St., Savannah, Georgia. For additional information concerning specifications, please contact Mr. Johnnie Coker, Procurement Specialist, at (912) 790-1624.

**4.1 CONTRACT SPECIFICATIONS:**

- 4.1.1 The contract period will be for a period of one (1) year with renewal options for four (4) additional one (1) year terms, if all parties agree. Contract prices are to remain fixed for the first one (1) year term of the contract. *Price Adjustments for years two (2) through 5 of the contract term shall be clearly stated on the bid sheet of this solicitation package. All bid prices shall be all inclusive" and include any associated fuel or miscellaneous charges.*
- 4.1.2 The terms and conditions of this contract will allow for the Contractor to Subcontract work should the need arise; however, all Subcontractors must first be approved by the Project Manager.
- 4.1.3 The bid solicitation package will be incorporated into the resulting contract document, by reference. **ONLY A CHATHAM COUNTY CONTRACT DOCUMENT WILL BE EXECUTED.** No agent or employee of the Contractor will have authority to waive any clause of this proposal.
- 4.1.4 Contractor will assume responsibility for maintaining the complete HVAC System(s) as originally installed, and any parts and or devices installed subsequently. Any increases or decreases in service cost that is a direct result of system modifications or additions will be negotiated with the Successful Contractor.
- 4.1.5 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.

**4.1.6 CHATHAM COUNTY RESERVES THE RIGHT TO AWARD TO MULTIPLE VENDORS.**

**4.2 QUALIFICATIONS:**

- 4.2.1 Contractor must have a business tax certificate and a license to perform HVAC work in the State of Georgia.
- 4.2.2 Contractor must submit a breakdown of shop personnel indicating classification that will be providing service under the resulting contract.
- 4.2.3 The Contractor will follow all guidelines, rules and regulations as set forth in the most recent Mechanical Codes. Contractor will be subject to comply with any future Chatham County Mechanical Codes.
- 4.2.4 Contractor must be qualified and familiar with all type mechanical systems and must have demonstrated a past history of responsiveness, technical expertise, and professionalism.

**4.3 WARRANTY REQUIREMENTS:**

- 4.3.1 Standard manufacturer's warranties shall apply to all parts used in repairs. All labor for repair work shall carry a ninety (90) day warranty.
- 4.3.2 Contractor must provide a written warranty satisfactory to the County covering all parts and labor for any repair parts.
- 4.3.3 All parts and repair work provided under the resulting contract must conform to manufacturer specifications when applicable.

**4.4 SERVICE HOURS:**

- 4.4.1 All Non-Emergency, Maintenance or Repair Work will be scheduled within 48 hours and will be arranged with the appropriate representative of Chatham County.
- 4.4.2 All work will be performed during regular working hours, Monday through Friday, except for emergency repairs. Contractor is required to respond to emergency

service calls within two (2) hours.

- 4.4.3 Chatham County will determine service urgency (i.e. emergency or non-emergency) and will identify accordingly at time of service call placement.

## **4.5 SCOPE OF WORK**

- 4.5.1 Successful Contractor will be required to furnish maintenance service on the equipment listed herein in Section 4.8 at the rate provided on the bid sheet.
- 4.5.2 Contractor will use only qualified personnel directly employed by and supervised by the Contractor. Contractor will ensure that all personnel employed are qualified to properly service and maintain the County's HVAC equipment. All company personnel must present their company identification prior to entering the job site.
- 4.5.3 It will be the responsibility of the selected Contractor to maintain all components listed within this contract, which includes all major components, supplementary devices and systems related to the heating, ventilation, air conditioning, including filters associated with the PETE LIAKAKIS BUILDING. Awarded Contractor must perform all work professionally, and all work conducted under the terms of this agreement must meet or exceed current industry standards.
- 4.5.4 Contractor will implement an effective preventive and predictive maintenance program that conforms to manufacture's standards and industry procedures for all equipment and machinery listed herein. Predictive maintenance helps in detecting premature breakdowns, deteriorating performance, and aids in identifying potential equipment failures.
- 4.5.5 The Contractor agrees to furnish all supplies, replacement parts, repair, maintenance, and provide the labor necessary to maintain original design performance as recommended by manufacture for all equipment or machinery as stated herein to include but not limited to:
- A. **Heating System** Boilers, pumps, cleaning of heating coils, water strainers, unit heaters, duct heaters, heat exchangers, humidifiers, air vents, etc.
  - B. **Cooling System** Air conditioning compressors, evaporative condensers, air-cooled condensers, pumps, cleaning of cooling coils, ductwork, etc.
  - C. **Air Handling Units** Fans, motors, air grills, (cleaning), registers (cleaning), air filters, dampers, induction units, check coils for bacteria buildup.

- 4.5.6 Contractor will perform FOUR (4) scheduled preventive maintenance inspections annually of the equipment listed herein, and will include as a minimum but not limited to the following:
- 4.5.7 All equipment and machinery will be free of dust to ensure equipment will continue to function as intended.
- 4.5.8 Equipment will be painted as needed to protect against corrosion and decay.
- 4.5.9 Make adjustment as needed to linkages, motors drives to ensure they maintain initial factory settings.
- 4.5.10 Lubricate equipment as needed to allow all moving parts to operate freely and to reduce unnecessary wear and visually check for refrigerant leaks.
- 4.5.11 Calibrate all sensing, monitoring output, safety, and readout devices for proper ranges, settings, and optimum operating efficiencies.
- 4.5.12 Inspect air handler system to ensure proper air flow, operation and control sequence. This includes all related controls and devices.
- 4.5.13 Clean condensate drain pans, inspect belt wear, check for gas leaks, check seals for leaks, and inspect ductwork as recommended by manufacture's standards.
- 4.5.14 Inspect heat exchanger, dampers will be cleaned twice annually; evaporator coils will be checked and cleaned twice annually.
- 4.5.15 Contractor is responsible for servicing the Water Heater and Domestic water pump on every visit.
- 4.5.16 Testing and cycling all equipment as a system after it has been cleaned, lubricated, adjusted and calibrated to assure that it operates to original design specifications.
- 4.5.17 Contractor is required to make annual inspections and service to the building automated control system in compliance with manufacture's requirements.
- 4.5.18 Prepare the system for summer and winter seasons as required, which includes shut down and start up.
- 4.5.19 Repair any problems discovered during regular preventive maintenance service will be authorized by a County Representative.
- 4.5.20 When necessary, replace parts that have become inoperable, beyond repair or

obsolete. If a part becomes obsolete, the Contractor will notify the Project Manager or his designee immediately.

**NOTE:** Under the terms of this proposal obsolete equipment and parts will be defined as follows: the item has become inoperable, beyond repair, no longer manufactured or in use by industry, and not in stock at any commercial supply point. At such time when any part, component, device or system has been identified as obsolete, Contractor will notify the Project Manager or his designee, and an effort to find an acceptable substitute will be initiated by Contractor with approval of the Project Manager or his designee.

#### **4.6 COUNTY RESPONSIBILITIES:**

- 4.6.1. Chatham County will designate a qualified County representative to receive instructions in the operation of said equipment. County representative will have the authority to carry out any recommendation (s) received in conjunction with the normal accomplishments of the resulting maintenance service contract.
- 4.6.2 Chatham County will operate the equipment as instructed by the successful Contractor and will promptly notify the Contractor of any changes in operating conditions.
- 4.6.3 Chatham County will keep the equipment rooms and space free of materials extraneous to said system and will be responsible for moving any stock, fixtures, or partitions required to facilitate the work to be provided under the resulting contract.
- 4.6.4 Only the Contractor or persons authorized by the Contractor will be permitted to work on the equipment covered under the resulting service contract.

#### **4.7 DELIVERABLES:**

- 4.7.1 Contractor is required to inventory all equipment listed in the attached equipment list. An adjustment in fee that is a direct result of future equipment additions and or system modifications will be negotiated with the successful contractor. Chatham, County reserves the right to accept or reject any future fee proposals for such additions and or system modifications.
- 4.7.2 Upon completion of the scheduled maintenance, the Contractor will submit a report indicating the condition of all inspected equipment in Hard Copy or Digital form. The Contractor will record items in need of future repair and cost of repair in accordance with the terms of this agreement.
- 4.7.3 Contractor will be required to provide Chatham County with a summary report for each service call. Report will identify the equipment type, location, date (s) of service and details of the services provided during each visit.



4.7.4 The Contractor will without delay correct all work or defects that are a result of faulty workmanship, work that fails to conform to this agreement, or when deemed as such by the Project Manager or his designee. The Project Manager or his designee will notify Contractor if deficiencies are found, a time frame to correct deficiencies will be agreed upon by the Contractor and the Project Manager or his designee to correct deficiencies. If deficiencies have not been corrected within specified time frame, the Project Manager or his designee will, deduct the amount due under the terms of this agreement, the actual cost paid by the County to a third party to perform such work. This will also constitute grounds for the termination of the contract and/or withholding compensation due.

4.7.5 The Contractor will be liable for secondary, incidental, or major damages of any nature resulting from work performed under this agreement.

#### **4.8 EQUIPMENT LIST:**

##### **LOCATION: PETE LIAKAKIS BUILDING:**

##### **Item 1. CEILING MOUNTED AHU (103)**

- A. MITSUBISHI  
Model No. PEFY-P12NMAU-E (1 TON) 1 UNIT  
Model No. PEFY-P15NMAU-E (1.25 TON) 17 UNITS  
Model No. PEFY-P18NMAU-E (1.5 TON) 3 UNITS  
Model No. PEFY-P24NMAU-E (2 TON) 34 UNITS  
Model No. PEFY-P27NMAU-E (2.25 TON) 11 UNITS  
Model No. PEFY-P30NMAU-E (2.5 TON) 18 UNITS  
Model No. PEFY-P36NMAU-E (3 TON) 15 UNITS  
Model No. PEFY-P48NMAU-E (4 TON) 2 UNITS

##### **Item 2. Air Handler Chiller Units (2) Maintained by ICS**

- A. Trane A/H unit #1  
3 Phase 480 volts  
Model No. MCCA025BAG000B0DA0
- B. Trane A/H #2  
3 Phase 480 volts  
Model No. MCCA030MAG000BDD0

##### **Item 3. Heating Boilers (1)**

- A. Teledyne Laars Boiler  
Gas Type  
1.3 MBTU/H  
Model No. PH1010IN09H1AC1

##### **Item 4. Circulating Pump (1)**

- A. Weg Circulating Pump  
3 Phase 480 volts  
Model No. 007180P3E213JMV

Item 5. Chilled Water Pumps (2) Maintained by ICS

- A. Baldor Pump #1  
3 Phase 480 volts  
3ph 1770 rpm  
Model No. JMM3710T
- B. Baldor Pump #2  
3 Phase 480 volts  
3ph 1770 rpm  
Model No. JMM3710T

Item 6. Fresh Air Intake (QTY 1)

Item 7. Condenser Units on Roof (QTY 17)

Item 8. Domestic Water Pump (QTY 1)  
Tiger Flow Packaged Pump System

Item 9. Building Automated Control System (Siemens)

**LOCATION: CHATHAM COUNTY ADMINISTRATIVE COURTHOUSE:**

Item 1. CEILING MOUNTED AHU (101)

- A. MITSUBISHI  
Model No. PEFY-P15NMAU-E (1.25 TON) 19 UNITS  
Model No. PEFY-P24NMAU-E (2 TON) 33 UNITS  
Model No. PEFY-P72NMAU-E (2.25 TON) 10 UNITS  
Model No. PEFY-P30NMAU-E (2.5 TON ) 16 UNITS  
Model No. PEFY-P36NMAU-E(3 TON ) 15 UIITS

Item 2. Air Handler Units (2)

- A. Trane A/H unit #1  
3 Phase 480 volts  
Model No. MCCA025BAG000B0DA0
- B. Trane A/H #2  
3 Phase 480 volts  
Model No. MCCA030MAG000BDD0

Item 3. Heating Boilers (1)

- A. Teledyne Laars Boiler  
Gas Type  
1.3 MBTU/H  
Model No. PH1010IN09H1AC1

Item 4. Circulating Pump (1)

- A. Weg Circulating Pump

3 Phase 480 volts  
Model No. 007180P3E213JMV

Item 5. Chilled Water Pumps (2)

- A. Baldor Pump #1  
3 Phase 480 volts  
3ph 1770 rpm  
Model No. JMM3710T
- B. Baldor Pump #2  
3 Phase 480 volts  
3ph 1770 rpm  
Model No. JMM3710T

Item 6. VAV Boxes (QTY 18)

Item 7. Fresh Air Intake (QTY 1)

Item 8. Building Automated Control System (Siemens)

NOTE: Vendors are responsible for making sure equipment count is accurate.

**4.9 BID PRICING:**

- 4.9.1 MAINTENANCE SERVICE CONTRACT ONLY: Contractor shall state an all-inclusive and turnkey annual bid cost to provide the Equipment Maintenance Services specified in Section 4.8. Contractor will be paid quarterly upon Counties receipt of preventive maintenance report.
- 4.9.2 OUT OF SCOPE SERVICES: Contractor will be required to state a separate bid price for all labor, and parts required to perform repairs NOT COVERED UNDER OR INCLUDED IN THE MAINTENANCE SERVICE CONTRACT. Pricing for such repairs and/or parts will be based on labor rates and materials costs. For labor rates, an hourly rate will be indicated for a two person crew (technician and helper) and shall include all miscellaneous tools and/or other equipment required. The labor rates quoted will be based on regular working hours and holiday/weekend rates. For material costs, a percent mark-up from the Contractor's procurement cost shall be indicated. Labor quoted shall include all labor cost, insurance, profit, travel time, and mileage. Copies of invoices or other appropriate documentation must be submitted with payment remittance to support material and labor costs.

CHATHAM COUNTY RESERVES THE RIGHT TO BID SEPARATELY ANY OUT OF SCOPE JOB.

#### **4.10 BILLING:**

- 4.10.1 Invoices shall contain details of the service provided (i.e. Annual Maintenance Services, Monthly Maintenance Services, Out of Scope Repair Services, Out of Scope Emergency Services, etc.); the unit serviced, and service rate (monthly rate or out of scope labor rates, cost of parts, and mark-up rate). Invoices are to be mailed to:

Chatham County Finance Department  
Accounts Payable  
P.O. Box 9297  
Savannah, Georgia 31412  
(912) 652-7900

- 4.10.2 Invoices for Out of Scope services must state separately the labor hours worked and unit prices plus % mark-up for all parts, with supplier support documentation attached. Out of Scope work must be approved by Project Manager in advance.
- 4.10.3 Chatham County will conduct periodic audits to insure compliance with the contract terms. In general, the audit will consist of a review of the invoices. Each invoice will be reviewed for proper labor, parts, and service pricing along with appropriate support documentation.

#### **4.11 REFERENCE REQUIREMENT:**

- 4.11.1 Four (4) references are required of agencies or businesses that services have been provided to within the last 24 months, and is to be included with this solicitation
- 4.11.2 References are to consist of Company Name, Address, Phone Number, and Contact Person, and Date(s) of service on the form provided herein.

#### **4.12 DISASTER RECOVERY/SUPPORT PLAN:**

Please attach to bid response (in one page or less) your firm's ability and capability to respond to service requests within 12 hours after a storm or natural disaster has passed. Include your firms' ability and capability to provide any related services that may be required for local disaster recovery efforts

CHATHAM COUNTY, GEORGIA

BID SHEET

BID NO. 19-0031-3

ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES AT THE PETE  
LIAKAKIS BUILDING

**CATEGORY A "PREVENTIVE MAINTENANCE SERVICE"**

Service Description:	Admin. Courthouse 124 Bull St.	Pete Liakakis Bldg. 222 W. Oglethorpe Ave.
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Total	\$	\$
Total For Both Locations		\$

**CATEGORY B "OUT OF SCOPE SERVICES"**

Description	
Technician with helper (Normal Working Hours)	/HR
Technician with helper (Weekend/ Holiday Hours)	/HR
Percentage Mark-up on Parts	%

NOTE: (ROUND ALL AMOUNTS TO THE NEAREST DOLLAR)

NOTE: CHATHAM COUNTY RESERVES THE RIGHT TO AWARD TO MULTIPLE  
VENDORS.

NOTE: CONTRACTO WILL BE PAID QUATERLY FOR PREVENTIVE  
MAINTENANCE UPON COMPLETION OF QUATERLY SERVICE.

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER/FAX NUMBER

## LIST OF SUBCONTRACTORS

I do \_\_\_\_\_, do not \_\_\_\_\_, propose to subcontract some of the work on this project. I propose to subcontract work to the following subcontractors: **NOTE: M/WBE PARTICIPATION.**

[illegible]

**SIGNED:** \_\_\_\_\_ **CONTRACTOR**

## ATTACHMENT A

### DRUG - FREE WORKPLACE CERTIFICATION

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

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

\_\_\_\_\_ (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract **ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES AT VARIOUS LOCATIONS** (PROJECT) pursuant to paragraph (7) of subsection (B) of Code Section 50-24-

3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

## ATTACHMENT B

### PROMISE OF NON-DISCRIMINATION STATEMENT

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

\_\_\_\_\_,  
Title Name of Bidder  
(herein after Company) in consideration of the privilege to bid/or propose on the following  
**Chatham County project procurement ANNUAL CONTRACT FOR HVAC  
MAINTENANCE SERVICES AT VARIOUS LOCATIONS** hereby consent, covenant and  
agree as follows:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

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

---

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

---

3. List any convictions or civil judgments under states or federal antitrust statutes.

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

---

5. List any prior suspensions or debarments by any governmental agency.

---

6. List any contracts not completed on time.

---

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

---

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

---

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of individual Title & Authority

of \_\_\_\_\_, declare under oath that

Company Name

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

\_\_\_\_\_  
Signature

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_ by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

Notary Public

My Commission expires:

\_\_\_\_\_

Resident State:

DPC Form #45

## ATTACHMENT D

### CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## ATTACHMENT E

### BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

**Certification - the above information is true and complete to the best of my knowledge and belief.**

---

(Printed or typed Name of Signatory)

---

(Signature)

---

(Date)

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

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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: \_\_\_\_\_



### CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

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

1. ACKNOWLEDGMENT OF ANY/ALL **ADDENDUMS** (Page 3 of ITB).
2. **ORIGINAL SURETY BOND** (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEET FILLED OUT (BID BOND IS NOT REQUIRED FOR THIS PROJECT)
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. **LIST OF SUBCONTRACTORS SHEET** FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.
5. **% TO MBE SUBCONTRACTORS/SUPPLIERS SHEET** COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.
6. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
7. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
8. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru G).**
9. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE AND CERTIFICATE OF INSURANCE.**

\_\_\_\_\_  
NAME/TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY/STATE/ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

LEGAL NOTICE  
CC NO. 167481  
Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **April 23, 2019** 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 : 19-0031-3 ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES AT VARIOUS LOCATIONS.**

**A PRE-BID CONFERENCE:** Conference will be held at 10:00 AM, April 9, 2019, IN THE OFFICE OF FACILITIES MAINTENANCE & OPERATIONS, 102 MARTIN LUTHER KING BLVD. SUITE 131 (PARKING GARAGE), Savannah, Georgia 31401. You are encouraged to attend.

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

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

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

  
MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: 3/22/2019