

INVITATION TO BID
PROPOSAL

BID NO. 10-2-18-3

**CONTRACT FOR SPORTS LIGHTING AT L. SCOTT STELL PARK FOR PUBLIC WORKS
AND PARK SERVICES OF CHATHAM COUNTY**

PRE-BID CONFERENCE: 8 OCTOBER 2009, 10:00 A.M.

BID OPENING: 22 OCTOBER 2009, 2:00 P.M.(LOCAL TIME)

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K, FERRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

The following documents, when marked, are contained in and made a part of this Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.

X GENERAL INFORMATION AND INSTRUCTIONS TO BID

X PROPOSAL

X BID SCHEDULE

 CONTRACT- (ON FILE AT THE CHATHAM COUNTY PURCHASING DEPARTMENT)

X LEGAL NOTICE

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

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

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

BY: _____
SIGNATURE

DATE

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

African-American _____

Asian American _____

Hispanic _____

Native American or Alaskan Indian _____

Female _____

In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process.

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31412
(912) 790-1624

Date: 1 SEPTEMBER 2009

BID NO.10-2-18-3

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to supply Chatham County with equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE SUITE C, Savannah, Georgia**, on **22 OCTOBER, 2009 at 2:00 P.M., Local Time** at which time they will be opened and publicly read. The Purchasing Agent reserves the right to reject any and all bids and to waive formalities.

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

A ***PRE-BID CONFERENCE*** has been scheduled to be conducted in the Purchasing Agent Conference Room, 1117 Eisenhower Drive Suite C, Savannah, Georgia, **AT 10:00 A.M., 8 October 2009** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Bidders 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 Agent will issue a written addendum to document each approved change. Generally when addenda are required, the bid opening date will be changed.

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

INSTRUCTIONS TO BIDDERS/PROPOSERS

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

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

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- 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. **Submit an original and one copy in a sealed opaque envelopes, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- B. **Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**
 - a. **Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31416.**
 - b. **Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.**

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

1.4 **HOW TO SUBMIT AN OBJECTION:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.

- B. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- C. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

- 1.5 **FAILURE TO BID:** If a bid is not submitted, the business should return this invitation to bid document, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.
- 1.6 **ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 **STANDARDS FOR ACCEPTANCE OF BID FOR CONTRACT AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 **BID TABULATION:** Tabulations for all bids will be posted for thirty (30) days proceeding the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive Suite C, Savannah, Georgia 31406. **Bidder's who desire to receive a copy of the bid tabulation must include a self addressed stamped envelope with their bid.**
- 1.9 **BIDDER:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 **COMPLIANCE WITH LAWS:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 **CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by Chatham County.

1.12 LOCAL PREFERENCE: On 27 March, 1998, the Chatham County Board of Commissioners adopted a *“Local Vendor” Preference Ordinance* that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the “right to first refusal”. “Local Vendor” is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County *AND* all real and personal property taxes are paid prior to award of a contract or purchase. **“NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS.”**

1.13 MINORITY/FEMALE BUSINESS DEVELOPMENT PROGRAM: Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and female owned businesses, through MBE/FBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to report ownership status. A minority or female business is defined as a business with 51% or greater minority or female ownership or general management.

A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications.

Bidders that intend to engage in joint ventures or utilize sub-consultants must submit to the County Contract Administrator, a report on Minority/Female Business Enterprise participation. If available and utilized, the goals for this Contract are 7% Minority and 5% Female participation.

GENERAL TERMS, CONDITIONS AND EXCEPTIONS

2.1 CONTRACT COMMITMENT: This Bid/RFP does not commit Chatham County to award a contract, to issue a purchase order, or to pay any costs incurred in the preparation of a bid/proposal in response to this request.

2.2 GEORGIA OPEN RECORDS ACT: The responses will become part of the County’s official files without any obligation on the County’s part. Ownership of all data, materials, and documentation prepared for an 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 is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Seq.*, unless otherwise provided by law.

- 2.3 GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a “Trade Secret”. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.4 CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.5 INTERPRETING SPECIFICATIONS:** The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid/proposal to provide a complete product or service package which meets the overall requirements. Specific equipment and system references may be included in this IFB/RFP for guidance, but they are not intended to preclude bidders/proposers from recommending alternative solutions for offering comparable or better performance or value to the County. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed for this product to be supported by a manufacturer’s warranty which is equal or better than the prevailing standard in the industry.

Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein 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.

Changes in the scope of services, specifications, or terms and conditions of this IFB will be made in writing by the County prior to the bid/proposal due date. Results of informal meetings or discussions between a potential bidder/proposer and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

- 2.6 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, 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 last 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 you solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract for the Board, bidder shall not utilize any firms that have been a party of 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 Board contract.

- 2.7 **MULTIPLE BIDS:** No vendor will be allowed to submit more than one bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.8 **BID FOR ALL OR PART:** Unless otherwise specified by Chatham County or the bidder, CHATHAM COUNTY RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF CHATHAM COUNTY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.
- 2.9 **BID ACCEPTANCE PERIOD:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of Sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.10 **COMPLETENESS:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.11 **QUALITY:** All materials, or supplies used for 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.

- 2.12 **GUARANTEE:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.
- 2.13 **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.

- 2.14 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.
- 2.15 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.
- 2.16 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 to submit a bid for the purpose or restricting competition.
- 2.17 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal best serves the interest of Chatham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**
- 2.18 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The *Chatham County Purchasing Procedures Manual*, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.19 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, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. 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.

- 2.20 COUNTY TAX CERTIFICATE REQUIREMENT:** Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information. 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.
- 2.21 COUNTY BUSINESS LICENSE REQUIREMENT:** A current Chatham County or municipal Business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a bid. However, a license must be obtained by the successful vendor prior to award of the contract. Please contact the Chatham County Department of Building and Regulatory at (912) 201-4300 for additional information.
- 2.22 INSURANCE PROVISIONS:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

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

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

2.22.2 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.

2.22.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.

- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **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.

- 2.23 COMPLIANCE WITH SPECIFICATION – TERMS, CONDITIONS, AND EXCEPTIONS:** This Invitation for Bid, Legal Advertisement, General Conditions and Instruction to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents from a part of the bidders proposal or bid and by reference ate made a part hereof.
- 2.24 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 Agent 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.
- 2.25 SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

Protection of resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and national of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the employment Eligibility 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.

- 2.26 VENDOR PERFORMANCE EVALUATION:** On April, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluation, as a minimum, annually, prior to the contract anniversary date.

Should vendor performance be unsatisfactory, the appoint County Project Manager for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Purchasing Agent.

- 2.27 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.

SPECIAL TERMS, CONDITIONS AND EXCEPTIONS

- 3.1 CONTRACT PERIOD:** ** N/A ** the contract period will be for a period of one year with four (4) automatic renewals. UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.
- 3.2 INDEPENDENT CONTRACTOR:** The successful contractor will provide services under this contract as an independent Contractor and not as an agent of Chatham County. Joint ventures and sub-consultant arrangements are not prohibited; however, successful contractor shall secure written permission from the County (Parks Director) or the BOC before subcontracting any part of this contract.
- 3.3 PRICE CHANGE:** **N/A ** Preference shall be given to the bidder submitting the highest and best firm price as his bid. Should it be found that due to unusual market conditions it is to the best interest of the County to accept a price with an escalation clause, the following shall apply:

The contract price shall be fixed for the first year. Cost data to support any proposed decrease must be submitted to the Purchasing Agent not less than twenty (20) days prior to the effective date of any such requested price change.

After the initial contract term (first year) the contractor shall pay to the County a minimum increase of two (2) percent; not to exceed a total in any one year of five (5) percent. This range will be based on the paragraph 3.4 below:

No adjustment shall be made to compensate a contractor for inefficiency in operation, or for decreases in profits. Bids indicating "price in effect at time of shipment" will be considered invalid.

- 3.4 CONTRACTS COST ADJUSTMENTS: ** N/A **** Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increases in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dept of Labor.

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month one year prior.

Any requested adjustment shall be fully documented and submitted to the County at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The County may, after examination, refuse to accept the adjusted costs if they are not properly documents, or considered to be excessive, or if decreases are considered to be insufficient. In the event the county does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the County, the Contract will be considered canceled on the scheduled expiration date.

- 3.5 CASH DISCOUNTS/LATE CHARGES: ** N/A ****

- A. Bid/Proposal Evaluation- Any cash discounts offered to the County must be clearly shown in the space provided. Cash discounts offered from one (1) percent or more for payment in thirty (30) days or more, will be considered for the purposes of evaluation. Any other cash discounts will not be considered in the evaluation.
- B. Prompt Payment- All discounts offered will be taken if earned. In the event that the County is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice indicating the discount, whichever occurs later. If the County is entitled to a discount under the contract, but the invoice does not reflect the existence of a cash discount, and the County pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by the County shall be made whenever possible within 30 days of the

receipt of a correct invoice or goods, whichever is later, unless otherwise provided for in the solicitation document or resulting contract.

- C. Late Charges- Bids/proposals containing provisions for late charges, whether designated as interest charges or otherwise, will not be considered for an award. Bidders/Offerors are instructed to remove strike through, or otherwise withdraw any such provision contained in Vendor printed forms. The Vendor must initial such changes prior to submitting an offer the Chatham County.

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

- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
- B. Contractors will be paid the agreed upon compensation upon satisfactory completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full. Affidavit will accompany each monthly invoice(s) submitted to the County for payment.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

3.7 BONDS: *NO BONDS REQUIRED*****

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.
- B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.

3.8 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.

3.9 COOPERATIVE PURCHASING AGREEMENT *NOT APPLICABLE TO THIS SOLICITATION*****

As part of the National trend involving Joint or Cooperative Purchasing Programs, all bidders are to indicate below that a contract award as a result of this bid is open to all Government entities within the four County areas that include Chatham, Bryan, Effingham and Liberty Counties. The Counties are in *NO WAY OBLIGATED* to make purchases of services from the resulting contract and would have to supply their own needs to the Contractor.

_____ /Yes _____ /No _____ /Not applicable to this bid/proposal

Exceptions: _____

3.10 Warranty Requirements: *NOT APPLICABLE TO THIS SOLICITATION*****

- A. Provisions of item 2.11 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.

3.11 Terms of Contract:

- A. **Annual Contract- (With automatic renewal options for four additional one year terms if all parties agree)**
- B. One-time Purchase
- X** C. Other **ONE TIME CONTRACT**

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

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

This _____ day of _____ 20 ____.

BY _____

SIGNATURE

TITLE

COMPANY

CHATHAM COUNTY, GEORGIA

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 10-2-18-3

**CONTRACT FOR SPORT LIGHTING – LIGHT- STRUCTURE GREEN SYSTEM FOR THE
PUBLIC WORKS AND PARK SERVICES
OF CHATHAM COUNTY**

GENERAL INFORMATION:

The purpose of this proposal is for the purchase and installation of Sports Lighting at the L. Scott Stell Park – Jim Golden Complex, Savannah, GA. The manufacturer/contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications. For additional information concerning these specifications, please contact *ONLY* Ms. Victoria Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contact any County Department Directly. ***PLEASE NOTE: ALL QUESTIONS PRIOR TO OR FOLLOWING THE PRE-BID CONFERENCE MUST BE SUBMITTED IN WRITING TO THE ATTENTION OF THE PROCUREMENT SPECIALIST.*** Detailed specifications are as follows:

4.0 SPORTS FIELD LIGHTING- LIGHT STRUCTURE GREEN SYSTEM

The County has established MUSCO Lighting as a standard for Chatham County Ball Parks. Bidders responding with a different product must certify that their product offered as is equal in every way.

PART 1 – GENERAL

4.1 SUMMARY

- A. Work covered by this section of the specifications shall conform to the contract documents, engineering plans as well as state and local codes.
- B. The purpose of these specifications is to define the performance and design standards for the L Scott Stell Park – Jim Golden Complex in Savannah, GA. The manufacturer / contractor shall supply lighting equipment to meet or exceed the standards set forth in these specifications.
- C. The sports lighting will be for the following fields:
 - 1. Baseball Field 2 (Northeast Field)
 - 2. Baseball Field 4 (Southwest Field)
- D. The primary goals of this sports lighting project are:

1. Life Cycle Cost: In order to reduce the operating budget, the preferred lighting system shall be energy efficient and cost effective to operate. All maintenance costs for the poles, foundations, fixtures, and controls & monitoring system shall be eliminated. The field(s) should be proactively monitored to detect fixture outages over a 25 year life cycle. To allow for optimized use of labor resources and avoid unneeded operation of the facility, customer requires a remote on/off control system for the lighting system.
 2. Environmental Light Control: It is the primary goal of this project to not negatively Impact this community with excessive spill light or glare.
 3. Guaranteed Light Levels: Selection of appropriate light levels impact the safety of the players and the enjoyment of spectators. Therefore the lighting system shall be designed such that the light levels are guaranteed for a period of 25 years.
- 4.1 Provide a detailed breakdown of the cost for the entire project. All equipment quoted shall be on a component basis, listing each component part number and current component MSRP. Descriptions of additional services required, together with their price, shall also be listed, such as freight charges, sidewalk and/or concrete, site clearing, site work and restoration. Also the removal of the old equipment will be moved to a site designated by the County.
 - 4.2 Four (4) references are required of firms for which the bidder has supplied like commodities and services to within the last 24 months, and is to be included with this solicitation. Please provide a letter which summarizes past experience.
 - 4.3 References are to consist of Company Name, Address, Phone and Fax Number, Contact Person, and Date work was completed on the form provided on (Page 31) of this document.

4.2 LIGHTING PERFORMANCE

A. Performance Requirements: Playing surfaces shall be lit to an average constant light level and uniformity as specified in the chart below. Light levels shall be held constant for 25 years. Lighting calculations shall be developed and field measurements taken on the grid spacing with the minimum number of grid points specified below. Measured average illumination level shall be +/- 10% of predicted mean in accordance with IESNA RP-6-01, and measured at the first 100 hours of operation.

Area of Lighting	Average Constant Light Levels	Maximum to Minimum Uniformity Ratio	Grid Points	Grid Spacing
Baseball Field 2 Infield	50 footcandles	2.0:1.0	25	30' x 30'

Baseball Field 2 Outfield	30 footcandles	2.5:1.0	82	30' x 30'
Baseball Field 4 Infield	50 footcandles	2.0:1.0	25	30' x 30'
Baseball Field 4 Outfield	30 footcandles	2.5:1.0	90	30' x 30'

B. Mounting Heights: To ensure proper aiming angles for reduced glare and to provide better playability, the pole mounting heights from the playing field surface shall be:

Pole ID's	Minimum Mounting Height
A1, A2, A3, A4, C1, C2, C5, C6	70'
B1, B2, B3, B4	80'

** Poles A1, A2, A3, A4, B1, B2, B3, B4 shall have future fixture accommodations for future Baseball Field 1 and also future Baseball Field 3, and shall be sized accordingly.

4.3 ENVIRONMENTAL LIGHT CONTROL

A. Spill Light Control: Maximum horizontal footcandles taken with the meter aimed at the brightest light bank 150' from the field perimeter shall not exceed 0.45 footcandles for all four Baseball Fields turned on. Footcandle readings shall be taken at 30' intervals along the specified line. Measured average illumination level shall allow a 10% variance of predicted mean in accordance with IESNA RP-6-01, and be measured at the first 100 hours of operation.

4.4 LIFE CYCLE COSTS

A. Energy Consumption: The average kWh consumption for the field lighting system shall be 57 or less for Baseball Field 2 and 63 or less for Baseball Field 4.

B. Complete Lamp Replacement: Manufacturer shall include all group lamp replacements required to provide 25 years of operation based upon 300 usage hours per year.

C. Preventative and Spot Maintenance: Manufacturer shall provide all preventative and spot maintenance, including parts and labor for 25 years from the date of equipment shipment. Individual lamp outages shall be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

D. Remote Monitoring System: System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the owner of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).

E. Remote Lighting Control System: System shall allow owner and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in

advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs.

The owner may assign various security levels to schedulers by function and/or fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute “early off” commands by phone.

Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.

- F. Management Tools: Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.
- G. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.
- H. 25-Year Life Cycle Cost: Manufacturer shall submit 25-year life cycle cost calculations as follows. Equipment price and total life cycle cost shall be entered separately on bid form.

a.	Luminaire energy consumption # luminaires x ___kW demand per luminaire x 0.09 kWh rate x 300 annual usage hours x 25 years		
b.	Demand charges, if applicable	+	
c.	Cost for spot relamping and maintenance over 25 years Assume 7.5 repairs at \$500.00 each if not included with the bid	+	
d.	Cost to relamp all luminaires during 25 years 300 annual usage hours x 25 years / <u>lamp replacement hours</u> x \$125 lamp & labor x # fixtures if not included with the bid	+	
e.	Extra energy used without base bid automated control system \$ Energy consumption in item a. x 25% if control system not included with the bid	+	
f.	Extra labor without base bid automated on/off operation \$8.00 per hour x 0.5 hours per on/off cycle x <u>100</u> cycles over 25 years if control system not included with the bid	+	
	TOTAL 25-Year Life Cycle Operating Cost	=	

4.5 WARRANTY AND GUARANTEE

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years. Warranty shall guarantee light levels; lamp replacements; system energy consumption; monitoring, maintenance and control services, spill light control, and structural integrity. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty may exclude fuses, storm damage, vandalism, abuse and unauthorized repairs or alterations.

4.6 DELIVERY TIMING

- A. Equipment On-Site: The equipment must be on-site 4 to 6 weeks from receipt of approved submittals and receipt of complete order information.

4.7 PRE-BID SUBMITTAL REQUIREMENTS

- A. Approved Product: Musco's Light-Structure Green™ System is the approved product. All substitutions must provide a complete submittal package for approval as outlined in Submittal Information at the end of this section at least 10 days prior to bid. Special manufacturing to meet the standards of this specification may be required. An addendum will be issued prior to bid listing any other approved lighting manufacturers and designs.
- B. Design Approval: The owner / engineer will review pre-bid shop drawings from the manufacturer's to ensure compliance to the specification. If the design meets the design requirements of the specifications, a letter will be issued to the manufacturer indicating approval for the specific design submitted.

4.8 ALTERNATE SYSTEM REQUIREMENTS

- A. Compliance to Specifications: Acceptance of a bid alternate does not negate the contractor and lighting manufacturer's responsibility to comply fully with the requirements of these specifications. Any exceptions to the specifications must be clearly stated in the prior approval submittal documents.
- B. Light Level Requirements: Manufacturer shall provide computer models guaranteeing light levels on the field over 25 years. If a constant light level cannot be provided, a maximum Recoverable Light Loss Factor of 0.70 shall be applied to the initial light level design to achieve the maintained light levels of 50 footcandles in the infield and 30 footcandles in the outfield for the Baseball Fields 2 and 4. For alternate systems, scans for both initial and maintained light levels shall be submitted.
- C. Revised Electrical Distribution: Manufacturer shall provide revised electrical distribution plans to include changes to service entrance, panel and wire sizing.

- D. Alternate Anchor Bolt Foundation: Instead of utilizing a precast concrete base, the pole foundation may be an anchor bolt type. The anchor bolt foundation shall be designed such that the steel pole and any exposed steel portion of the foundation be located a minimum of 18” above final grade. Project specific foundation drawings stamped by a registered engineer in the State of Georgia must be provided upon award. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole. Direct Burial Steel or Concrete Poles will not be accepted.

4.9 ELECTRICAL SYSTEM REQUIREMENTS

- A. Contractor Responsibility: The installing contractor shall be responsible for providing the equipment and installation of a complete and operational system commencing from the load side of the service transformer and terminating at the safety disconnect within the electrical enclosure, 10’ above grade, on each lighting pole. The electrical contractor shall coordinate the transformer and switchgear locations, as well as identifying the voltage and phase of the service, with the local power company and the Owner’s representative before any equipment is installed.
- B. Electric Power Requirements for the Sports Lighting Equipment:
Electric power: **TBD**
- C. Maximum total voltage drop: Voltage drop to the disconnect switch located on the poles shall not exceed three (3) percent of the rated voltage.
- D. System Design
1. The electrical system equipment shall consist of:
 - a. Conductors and conduit from the main service transformer to the service entrance panel board.
 - b. The service entrance panel board with appropriate individual circuit over-current protection. The panel board shall meet local and National Electrical Code (NEC) requirements for the size of the service, AIC rating, and the type of the environment to which it will be exposed. All feeder breakers shall be bolt on type.
 - c. Conductors and conduit for the feeder circuit from the service entrance panel board (or from the contactor panel if applicable) to the safety disconnect mounted in the electrical enclosure on each lighting pole 10’ above grade.
 - d. Grounding conductors and grounding methods for the following:
 - (1) The main service entrance panel board. (per NEC or local codes)
 - (2) The lighting contactor enclosure. (per NEC or local codes)
 - (3) Each electrical component enclosure mounted on the lighting poles. (Equipment Grounding System) (per NEC or local codes)
 - (4) Lightning Protection for individual poles as follows (per NFPA 780):
 - (a) A 5/8” x 8’ copper grounding rod buried vertically in undisturbed earth. The bottom tip of the grounding rod should reach a minimum of 10’ below grade.

(b) A copper grounding conductor shall be connected to the top of the copper grounding rod and extend and connect to the grounding lug located inside the handhole of the pole approximately 10' above grade. The size of this conductor shall be #2 if the pole is less than 75' in height and #2/0 if the pole is 75' in height or greater.

2. Underground wiring shall be all copper wire and shall be installed in PVC Schedule 40 conduit and shall be buried to a depth meeting the NEC and local electrical codes. Acceptable copper wire types need to comply with any local requirements, but will be labeled either THHN or THWN. If above ground conduit must be used, it shall be rigid galvanized steel. Conduit elbows located at the electrical panel should be rigid conduit, as opposed to PVC.

E. Trenching or Directional Boring

1. The installing contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
2. The owner shall be responsible for locating and staking any underground facilities that are not utility related. Owner accepts responsibility for damage to such facilities that are not properly located or staked.
3. Trenching depth and width shall be adequate to install appropriately sized conduit and to meet local and National Electrical Codes.
4. Trenches shall be back-filled with excavated soil and compacted to approximately the same density of the surrounding soil to minimize settlement.
5. No trench line or feeder circuit shall cross the playing area.

F. Design Standards

1. All circuits shall be designed so as not to exceed a 3% voltage drop at the safety disconnect in the electrical enclosure near the base of each pole.
2. All work shall meet local and National Electrical Codes. It shall be the installing contractors' responsibility to correct any work deemed unacceptable by local electrical inspectors.
3. All electrical components shall be UL Listed for the appropriate application.
4. Each pole shall be on a dedicated circuit. If common poles are to be used, or a pole is to have fixtures on a separate circuit, another dedicated circuit shall be ran to that pole. Consult lighting equipment specifications and lighting manufacturer for special circuitry information.
5. If any pole utilizes a Momentary Power Interrupt (MPI) lighting fixture(s) and the system voltage is 480, the installing contractor must run an appropriately sized neutral conductor to each pole with the MPI fixture. If a neutral conductor is not available, the installing contractor must provide a step down transformer to allow the MPI fixture(s) to operate at either 208v, 240v, or 277 volts.

G. Submittal Information

The successful contractor shall provide an electrical plan/schematic, detailing all of the equipment described above, to the owner prior to commencing work. This electrical

plan/schematic shall bear the stamp of an Electrical Engineer with P.E. status within the State of Georgia.

PART 2 – PRODUCT

4.10 LIGHTING SYSTEM CONSTRUCTION

- A. System Description: Lighting system shall consist of the following:
1. Galvanized steel poles and crossarm assembly.
 - a. A1, A2, A3, A4, B1, B2, B3, B4 shall have future fixture accommodations for future Baseball Field 1 and also future Baseball Field 3, and shall be sized accordingly.
 - b. Poles A1, A3, B1, and B3 to have (1) 1000W Security fixture mounted at the top of the pole.
 - c. All “A” and “B” poles to have an Auxiliary Mounting Bracket for a dusk to dawn security fixture. Dusk to Dawn Security Fixture to be provided by others. Auxiliary Mounting Bracket size, type, mounting height, and orientation need to be verified with the manufacturer prior to production.
 2. Pre-stressed concrete base embedded in concrete backfill allowed to cure for 12-24 hours before pole stress is applied. Alternate may be an anchor bolt foundation designed such that the steel pole and any exposed steel portion of the foundation be located a minimum of 18 inches above final grade. Anchor bolt foundation concrete must cure for a minimum of 28 days before the pole stress is applied.
 3. All luminaires shall be constructed with a die-cast aluminum housing or external hail shroud to protect the luminaire reflector system.
 4. Manufacturer will remote all ballasts and supporting electrical equipment in aluminum enclosures mounted approximately 10’ above grade. The enclosures shall include ballast, capacitor and fusing for each luminaire. Safety disconnect per circuit for each pole structure will be located in the enclosure.
 5. Wire harness complete with an abrasion protection sleeve, strain relief and plug-in connections for fast, trouble-free installation.
 6. Controls and Monitoring Cabinet to provide on-off control and monitoring of the lighting system, constructed of NEMA Type 4 aluminum. Communication method shall be provided by manufacturer. Cabinet shall contain custom configured contactor modules for 30, 60, and 100 amps, labeled to match field diagrams and electrical design. Manual Off-On-Auto selector switches shall be provided.
- H. Manufacturing Requirements: All components shall be designed and manufactured as a system. All luminaires, wire harnesses, ballast and other enclosures shall be factory assembled, aimed, wired and tested.

- I. Durability: All exposed components shall be constructed of corrosion resistant material and/or coated to help prevent corrosion. All exposed steel shall be hot dip galvanized per ASTM A123. All exposed hardware and fasteners shall be stainless steel of at least 18-8 grade, passivated and polymer coated to prevent possible galvanic corrosion to adjoining metals. All exposed aluminum shall be powder coated with high performance polyester. All exterior reflective inserts shall be anodized, coated with a clear, high gloss, durable fluorocarbon, and protected from direct environmental exposure to prevent reflective degradation or corrosion. All wiring shall be enclosed within the crossarms, pole, or electrical components enclosure.
- J. Lightning Protection: All structures shall be equipped with lightning protection meeting NFPA 780 standards. Contractor shall install ground rod per section 1.9 D. 1. d.
- K. Safety: All system components shall be UL Listed for the appropriate application.

4.11 STRUCTURAL PARAMETERS

- A. Support Structure Wind Load Strength: Poles and other support structures, brackets, arms, bases, anchorages and foundations shall be determined based on the 2001 Edition of the AASHTO, Wind Speed of 120 MPH. Luminaire, visor, and crossarm shall withstand 150 mph winds and maintain luminaire aiming alignment. Foundation design will be based on 2001 Edition of the AASHTO Building Code, Wind Speed of 120 MPH.
- B. Structural Design: The stress analysis and safety factor of the poles shall conform to AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals.
- C. Soil Conditions: The design criteria for these specifications are based on soil design parameters as outlined in the geotechnical report. If a geotechnical report is not provided by the owner, the foundation design shall be based on soils that meet or exceed those of a Class 5 material as defined by 2001 AASHTO, Table 1804.2. It shall be the contractors responsibility to notify the owner if soil conditions exist other than those on which the foundation design is based. The owner shall then be responsible and absorb the additional costs associated with:
 - 1. Providing engineered foundation embedment design by a registered engineer in the State of Georgia for soils other than specified soil conditions.
 - 2. Additional materials required to achieve alternate foundation.
- D. The design criteria for these specifications are based on readily excavated soil types. It shall be the contractors responsibility to notify the owner of soil conditions that cannot be readily excavated. The owner shall then be responsible and absorb the additional costs associated with excavation and removal of materials other than normal soils, such as rock, caliche, etc.
- E. Foundation Drawings: Project specific foundation drawings stamped by a registered engineer in the state where the project is located are required. The foundation drawings must list the moment, shear (horizontal) force, and axial (vertical) force at ground level for each pole.

PART 3 – EXECUTION

4.13 CONTRACTOR'S DUTIES

All work performed under this contract shall be performed in accordance with all provisions of these specifications and drawings. Any deviations from the specifications or plans must be approved in writing by the owner or his representative.

- A. Initial site inspection: The contractor shall be presumed to have made a reasonable inspection of the premises prior to the time of bidding and shall be held responsible for all information available through such inspection. The contractor shall immediately upon discovery, bring to the attention of the owner any conflicts that may occur among the various provisions of the specifications and plans. The owner shall resolve such conflicts and shall be responsible for any costs reasonably incurred by the contractor due to such conflict. Failure of the contractor to bring conflicts or exceptions to the attention of the owner shall allow the owner to require any change deemed necessary before acceptance by the owner.
- B. Insurance Requirements:
1. Contractor's and Subcontractor's Insurance: The contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the owner, nor shall the contract allow any subcontractor to commence work on his sub-contract until the insurance required of the subcontract has been so obtained and approved.
 2. Workman's Compensation Insurance: The contractor shall procure and shall maintain during the life of the contract, Workman's Compensation Insurance and Death Liability Insurance for all of the employees engaged in work on the project under the contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workman's Compensation Insurance and Death Liability Insurance for all of the latter's employees engaged in such work unless such employees engaged in hazardous work on the project under his contract are not protected under Workman's Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees not otherwise protected.
 3. Contractor's Public Liability and Property Damage Insurance : The contractor shall procure and shall maintain during the life of this contract, Contractor's Public Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death to any one person and subject to the same limit for each person in an amount not less than \$500,000 on account of one accident, the Contractor's Property Damage Insurance in an amount not less than \$100,000 each occurrence and aggregate.
 4. Subcontractor's Public Liability and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type specified in subparagraph 3 hereof in the amount specified.
 5. Automobile Public and Property Damage Insurance: The contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, Automobile Public Liability Insurance in an amount not less than \$500,000 single limit for injuries, including accidental death and property damage. Insurance for automobiles shall include:

the contractor's owned automobiles and trucks, hired automobiles and trucks, and automobiles and trucks not owned by the contractor.

- C. Bonding: The successful contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of the contract as security for the faithful performance of this contract, and a labor and material payment bond in an amount of one hundred percent (100%), or in the penal sum not greater than that prescribed by state, territory, or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The bonds shall be written by a surety licensed to do business in the locale in which the work is being performed and shall be satisfactory to the owner.

The successful contractor shall, upon completion of the project, protect the owner against defective materials or faulty workmanship for a period of two (2) years. The contractor, at the owner's request, shall furnish a maintenance bond for the above outlined maintenance term. This bond shall be in an amount not to exceed one hundred percent (100%) of the contract price.

- D. Codes, Permits and Licenses: All work shall comply with the applicable rules of the National Electrical Code, the National Electrical Safety Code, the National Fire Codes, (published by the National Fire Protection Association), state and local codes and ordinances, and the terms and conditions of the services of the electrical utility, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or pro-visions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The contractor shall procure all necessary permits or licenses to carry out his work, and shall pay the lawful fee therefore, as well as for any inspection fee or the cost of a certificate of approval.

In any instance where these specifications call for materials for construction of a better quality or larger size than required by the codes, the provisions of these specifications shall take precedence. The codes shall govern in the case of direct conflict between the codes and the plans and the specifications.

4.14 MATERIALS

- A. Approved Materials: All materials supplied by the contractor under the provisions of these specifications and plans shall be new materials of the kind and character called for by the specifications. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the owner. All materials and equipment to be furnished under these specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
- B. Alternate Materials: The materials specified have been determined to have characteristics appropriate for the purposes of this project. Alternate materials will only be considered as a substitute bid on a separate substitution sheet. No bid will be approved which proposes to use a non-approved substitute. Substitutions will not be considered in determining the lowest responsive bid. The owner reserves the right to reject any or all bids.

4.15 SITE ACCESS

- A. Contractor Access: For the performance of the contract, the contractor will be permitted to occupy such portions of the site as shown on the plans, or as permitted by the owner or his representative. A reasonable amount of tools, materials or equipment for construction purposes may be stored in such place, but not more than is necessary to avoid delays in construction. Excavated and waste materials shall be piled or stocked in such a way as to not interfere with spaces that may be designated to be left free and unobstructed, not to inconvenience other contractors or the owners.

Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.

- B. Owner's Access: The owner's representative shall at all times have access to the work site. The contractor shall keep the owner advised of the progress of the project and shall provide opportunity for the owner or his representative to inspect each phase of the project. The contractor shall provide proper and safe facilities for such access and for inspection.

4.16 REPLACEMENT OF DAMAGED PROPERTY

The contractor shall replace all property damaged by him including fences, trees, plants, grass, walks, drives, building surfaces, etc.

4.17 INSTALLATION

- A. Manufacturer's Instructions: Written instructions for the installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer.
- B. Manufacturer Representative: A qualified representative from the sports lighting manufacturer shall be available to provide installation guidance if required by the contractor.
- C. Handling of Equipment: The lighting equipment shall be handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- D. Rigging: Use the appropriated rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.
- E. Completion Time: All construction, after Notice to Proceed, is to be completed within 60 calendar days. A charge of \$50.00 per day for liquidated damages to the owner will be charged if all construction is not completed within the specified period. The contractor will be required to commence work within ten (10) calendar days after the owner issues a Notice to Proceed and shall be present at the job site during normal working hours and shall proceed to completion with due diligence.

- F. Clean-up: Upon completion of the work and before acceptance and final payment is made, the contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. The contractor shall leave the site of work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the owner.

4.18 FIELD QUALITY CONTROL

- A. Illumination Measurements: Upon substantial completion of the project and in the presence of the Contractor, Project Engineer, Owner's Representative, and Manufacturer's Representative, illumination measurements shall be taken and verified. The illumination measurements shall be conducted in accordance with IESNA RP-6-01, Appendix B.
- B. Correcting Non-Conformance If, in the opinion of the Owner or his appointed Representative, the actual performance levels including footcandles, uniformity ratios, and maximum kilowatt consumptions are not in conformance with the requirements of the performance specifications and submitted information, the Contractor shall be liable to any or all of the following:
1. Contractor shall at his expense provide and install any necessary additional fixtures to meet the minimum lighting standards. The Contractor shall also either replace the existing poles to meet the new wind load (EPA) requirements or verify by certification by a licensed structural engineer that the existing poles will withstand the additional wind load.
 2. Contractor shall minimize the Owner's additional long term fixture maintenance and energy consumption costs created by the additional fixtures by reimbursing the Owner the amount of \$1,000.00 (one thousand dollars) for each additional fixture required.
 3. Contractor shall remove the entire unacceptable lighting system and install a new lighting system to meet the specifications.
- 4.1.6 County Tax Certificate Requirement: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.
- 4.1.7 No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 8, 1994.

4.19 REFERENCE REQUIREMENT:

Four (4) references are required of firms for which the bidder has supplied sports lighting to within the last 24 months, and are to be included in this solicitation. Please provide a letter which summarizes past lighting installation experience.

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: _____

**CHATHAM COUNTY, GEORGIA
BID
CONTRACT FOR SPORTS LIGHTING AT L. SCOTT STELL PARK FOR PUBLIC WORKS
AND PARK SERVICES OF CHATHAM COUNTY
BID NO. 10-2-18-3**

The undersigned bidder, in compliance with your request for bids for the lighting equipment at the above project, having examined specifications, related documents, and site of the proposed project, hereby proposes to furnish the lighting equipment material as described in the specifications. These prices are for all labor and materials and are to cover the specified equipment and delivery charges. The contract for bid item "A" will be based on the bid item "C" (The total cost of bid item A and bid item B).

- A. Contract Price:** \$ _____
- 1. Material Breakdown
 - 2. Supplies
 - 3. Removal of Old Lighting
- B. 25-Year Life Cycle Operating Cost Total:** \$ _____
(From Section 1.4, Item H)
- C. Total Project Cost:** \$ _____
(Add Bid item "A" and "B")

COMPANY

CURRENT BUSINESS NO.

NAME/TITLE

CITY BUSINESS NO.

ADDRESS

COUNTY BUSINESS NO.

TELEPHONE NUMBER

FAX NUMBER

THE BID WILL REMAIN IN EFFECT FOR _____ DAYS FROM THE DATE OF THE BID OPENING.

DISCOUNT(S) _____

TERMS: _____

RECEIPT OF ADDENDUM NUMBERS _____ HEREBY ACKNOWLEDGED.

**BY: _____
VENDOR**

MINORITY VENDOR? _____ /YES _____ /NO

MBE/FBE CLASSIFICATION:

**CHATHAM COUNTY PURCHASING DIVISION
NO-BID STATEMENT**

In an effort to make the procurement of construction, goods and services for Chatham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot bid. Your "responsiveness" and "constructive" comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues you feel needs addressing.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Bid Time - Insufficient time to properly respond to bid or proposal.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - From bidders list for this particular commodity or service.
- Keep - Our Company on your bidders list for future reference.
- Project is - Too Large____ Too Small____ Site Location Too Distant_____.
- Miscellaneous - Do not wish to bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

> **CONSTRUCTION PROJECTS:** Please provide reason for obtaining a bid package. Check one below.

Interest in this project as a Prime Contractor____, Sub-Contractor____, Supplier_____.

The intent in obtaining this information is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid which you feel has an impact on your inability to bid.

VENDOR STATEMENT

NOTE: RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING A BID.

Signature_____

Bid Number 10-2-18-3

Firm Name_____

Commodity number or name:

Telephone Number_____

Sports Lighting

Purchasing Agent: Telephone: 912-790-1626 or **Fax: 912-790-1627**

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 full.

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

_____ (Contractor) certifies to Chatham County that a drug-free workplace will that a drug-free workplace will be provided for the employees during the performance of this contract known as **CONTRACT FOR SPORTS LIGHTING AT L. SCOTT STELL PARK FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY** pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

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

(herein after company"),in consideration of the privilege to bid/or propose on the following Chatham County project procurement (**CONTRACT FOR SPORTS LIGHTING AT L. SCOTT STELL PARK FORPUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY**), 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 contractor subcontract, or in the performance of such contract or subcontract.

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

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

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

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

6. List any contracts not completed on time.

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

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

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

of _____, declare under oath that
Company Name

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

Signature

State of _____

County of _____

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

2008 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

ATTACHMENT D

IMMIGRATION AND SECURITY FORM

SB529 (The GA Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Title

Firm Name: _____

Street/Mailing Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email Address: _____

IS Form 529, Chatham County Purchasing & Contracting 1 July 2008

ATTACHMENT E

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT F

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT G

**LETTER OF INTENT TO PERFORM AS A MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR/JOINT VENTURE PARTNER**

*THIS FORM MUST BE COMPLETED BY THE SUCCESSFUL SUB-CONTRACTOR AND
SUBMITTED BY THE APPARENT SUCCESSFUL BIDDER OR PROPOSER BEFORE APPROVAL OF
CONTRACT AWARD IS REQUESTED BY COUNTY STAFF FROM THE BOARD OF
COMMISSIONERS.*

TO: CHATHAM COUNTY PURCHASING

PROJECT: CONTRACT FOR SPORTS LIGHTING AT L. SCOTT STELL PARK FOR
PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY

BIDDER: _____

DATE: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ a sole proprietorship (individual) _____ a corporation
_____ a partnership _____ a joint venture

Detailed description of work items to be performed:

at the following price \$_____.

Type or Print Name of M/WBE Sub-Contractor

By: _____

Title: _____

Printed Name: _____

The undersigned will enter into a written agreement with the above M/WBE Contractor for the work described upon award and execution of a contract with Chatham County.

Typed or Print Name of Firm

Signature: _____

Title: _____

Printed Name: _____

Date: _____

LEGAL NOTICE

CC NO. 163869

Sealed bids will be received until 2:00 P.M. Local Time on 22 October, 2009 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: **Bid No: 10-2-18-3 CONTRACT FOR SPORTS LIGHTING AT L. SCOTT STELL PARK FOR PUBLIC WORKS AND PARK SERVICES OF CHATHAM COUNTY**

PRE-BID CONFERENCE: 10:00 A.M. ,8 October 2009 Purchasing Agent Conference Room, 1117 Eisenhower Drive Suite C, Savannah, Georgia, **BIDDERS ARE ENCOURAGED TO ATTEND.**

For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on-line at www.chathamcountyvims.com

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

WILLIAM R. PARSON, CPPO, PURCHASING AGENT

-Savannah News -INSERT 11 Sept; 23 Sept; 6 Oct 09

News only-
Please send two copies of affidavit to:
Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31412
(912) 790-1627