

INVITATION TO BID

PROPOSAL

**BID NO. 11-0011-5**

ONE (1) BULLDOZER FOR CHATHAM COUNTY FLEET OPERATIONS  
“ONE TIME” PURCHASE

**PRE-BID CONFERENCE: 2:00 P.M., AUGUST 18, 2011**

**BID OPENING: 2:00 P.M., AUGUST 25, 2011**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FARRELL

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

   SURETY REQUIREMENTS

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 31416  
(912) 790-1619

Date: August 12, 2011

BID NO. 11-0011-5

**GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL**

This is an invitation to submit a bid or proposal to provide Chatham County with construction, goods 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**, up to **2:00 P.M., AUGUST 25, 2011** 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 solicitation 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 ***PREBID CONFERENCE*** has been scheduled to be conducted in the Office of Purchasing and Contracting, located at the "**1117 EISENHOWER DRIVE, SUITE C, Savannah, Georgia**, **2:00 P.M., AUGUST 18, 2011** to discuss the Specifications or Scope of Services and resolve any questions and/or misunderstanding that may arise. You are encouraged to attend.

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

**SECTION I**  
**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 completed and submitted or your proposal may be declared non-responsive and rejected.**
- B. Typewritten or completed with pen and black or blue ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

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 Each bid constitutes an offer and may not be withdrawn except as provided herein.

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

- A. Submitted in sealed opaque envelopes, plainly marked with the bid number and title, date and time of bid opening, and company name. **One (1) original and one (1) copy.**
- 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 preceding the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>
- 1.9 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 stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by the County!
- 1.12 LOCAL PREFERENCE:** On 27 March, 1998, the 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.

**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 is 7% Minority or 5% Female participation. The required information and format can be obtained by person, mail or fax from the Purchasing Office, by contacting Mrs. Ameja Riley, M/WBE Coordinator, at (912) 652-7860.

## **SECTION II 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 and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

Responses to RFPs shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners.

The vendor and their bid price in response to Bids will be read aloud at public bid openings. After Board approval, all solicitations shall be available for public viewing.

Chatham County shall not be held accountable if material from responses is obtained without the written consent of the vendor by parties other than the County, at any time during the solicitation evaluation process.

**2.3 GEORGIA TRADE SECRET ACT OF 1990:** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

**2.4 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 th 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 its 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 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 that the County requires all equipment proposed for this project 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.

Changes in the scope of services or specifications, terms and conditions of this IFB/RFP 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 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.

**2.7 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 WHICH WILL BE IN 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.

**2.8 PRICES TO BE FIRM:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the bid.

**2.9 COMPLETENESS:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.

**2.10 QUALITY:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship.

Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

**2.11 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.

- 2.12 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.
- 2.13 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred for doing business) **will not** be considered for contract award. Proposers **shall disclose** any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have conflicts of interest. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered. A Statement of Disclosure **must** be provided with response.
- 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.



**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):** Defined as a person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faithful performance. **(Responsive Bidder or Proposer):** Defined as a person or firm who has submitted a bid or proposal which conforms in all material respects to the requirements set forth in the invitation for bids or request for proposal, such as submission by the date of the bid acceptance is stated and can meet all requirements for licensing, insurance, and service contained within this Invitation for Bid or Proposal.

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 non-responsive or non-responsible 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.

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

**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 without a current Insurance Certificate being in the possession of Chatham County.**

2.20.1 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 includes Chatham County).

2.20.2 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, and 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.

2.20.3 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 s must ensure Certificate of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for

averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Aggregate Liability Limits:** Prior to commencement of services, the Contractor must provide a statement from all liability carriers indicating the currently available limits of liability for all policies requested herein.
- I. **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 SOLICITATION - TERMS, CONDITIONS, AND EXCEPTIONS:** This Invitation for bid, and related responses of the selected Bidder/Proposer will by reference (within either a Contract or Purchase Order) become part of any formal agreement between the selected Bidder/Proposer and the County. The County and the selected Bidder/Proposer may negotiate a contract or contracts for submission to the Board of Commissioners for consideration and approval. In the event an agreement cannot be reached with the selected bidder/proposer, the County reserves the right to select an alternate bidder/proposer. The County reserves the right to negotiate with the Contractor the exact terms and conditions of the contract.

**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 NOTICE TO PROCEED:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

**2.26 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 that 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.

**SECTION III  
SPECIAL TERMS, CONDITIONS AND EXCEPTIONS**

- 3.1 **CONTRACT PERIOD:** This is a “one time” purchase 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 for the County before subcontracting any part of this contract.
- 3.3 **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.
- 3.4 **CASH DISCOUNTS/LATE CHARGES:**
  - A. Bid/Proposal Evaluation- Any cash discounts offered to the County must be clearly shown in the space provided. Cash discounts offered from one percent (1%) 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 BONDS:** (Check where applicable)

- A. Such bidder shall post a **bid bond, certified check or money order** made payable to the Chatham County Finance Department in the amount of 5% of the bid price. A company check is not acceptable.
- B. No bond, certified check, or U.S. Money Order is required.
- C. Contractor 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.
- D. Bidder shall post a performance bond, certified check or money order in the amount of \_\_\_% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials, and/or goods are delivered according to specifications.

When a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and the bond will also be approved by Chatham County.

**3.7 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.

**3.8 COOPERATIVE PURCHASING AGREEMENT:**

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 which includes 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

Exceptions: \_\_\_\_\_

**3.9 WARRANTY REQUIREMENTS:** (Check where applicable):

- A. Provisions of item 2.11 apply.

B. Warranty required.

X  1. Standard warranty shall be offered with bid.

\_\_\_ 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

**3.10 TERMS OF CONTRACT:**

\_\_\_ A. Annual Contract- ONE YEAR TERM UNLESS DIRECTED OTHERWISE BY THE BOARD OF COMMISSIONERS.

X  B. One-time Purchase

\_\_\_ C. Other: ONE TIME CONTRACT

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

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

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

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

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

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

COMPANY

## SECTION IV

### SPECIFIC SPECIFICATIONS AND SPECIAL CONDITIONS

#### TRACK – TYPE TRACTOR (WASTE HANDLER BULLDOZER)

- 4.0** The purpose of these specifications is to describe one track type bulldozer, minimum of 46,000 Lbs, for the use of the Waste and Refuse Disposal Activity of the County, and to describe optional requirements for a guaranteed maintenance and buy-back program for this machine. The machine is to be used solely for the operation of a landfill environment and must, therefore, be equipped with the necessary protective devices common to a landfill application. Unless otherwise indicated in the detailed specifications below, the manufacturer's normal production line quality standards are acceptable. Sanitary landfill package must be manufacturer's normal production; **no aftermarket conversions will be accepted:**

**The track type crawler dozer must be a new, unused current production model and shall be bid with all standard equipment as shown in the manufactures printed literature.**

**Please check Yes (Y) or No (N) below**

If no, please provide explanation and/or attachment. Exceptions will be evaluated and the County will determine if the exception(s) are acceptable. (See exception sheet)

#### **4.1 BASIC SPECIFICATIONS**

- Y\_\_\_ N\_\_\_ Bulldozer: Minimum operating weight: 46,000 lbs (including lubricants, coolant, full fuel tank, landfill SU blade, 22 inch shoes, cab , hydraulic controls, drawbar and operator).
- Y\_\_\_ N\_\_\_ The overall length shall not excess 152 inches for the basic tractor.
- Y\_\_\_ N\_\_\_ The overall width over trunnions shall be at least 104 inches.
- Y\_\_\_ N\_\_\_ Ground clearance per SAE J1234 will be at least 15 inches.

#### **4.2 ENGINE:**

- Y\_\_\_ N\_\_\_ Diesel type, four-stroke cycle, fully equipped with all necessary operating accessories.
- Y\_\_\_ N\_\_\_ Standard equipment shall include turbocharger, after cooler, fan, air cleaner, fuel pump, water pump, muffler, and lubricating oil pump.
- Y\_\_\_ N\_\_\_ Engine turbocharger and after cooler shall provide full fwHP to a minimum of 7500ft and (2300m) before altitude duration for models.
- Y\_\_\_ N\_\_\_ Service indicator for air cleaner.



- Y\_\_\_ N\_\_\_ Engine must have air pre-cleaner two stage design, with first stage turbine pre-cleaner and a second stage scavenging system used to exhaust suction to evacuate debris, to extend filter life.
- Y\_\_\_ N\_\_\_ Engine shall meet Tier 4 emission specifications for the U.S. (EPA) and Europe.
- Y\_\_\_ N\_\_\_ Engine shall be equipped with an electric fuel priming system.
- Y\_\_\_ N\_\_\_ Machine shall be equipped with water separator.
- Y\_\_\_ N\_\_\_ Machine shall be equipped with a 24 - volt electrical starting and operating system.
- Y\_\_\_ N\_\_\_ Engine speed shall be between high and low idle by simultaneously using the decelerator pedal and holding the rabbit side of the throttle switch in for three seconds.
- Y\_\_\_ N\_\_\_ Engine shall develop at least 205 net flywheel hp (150 kW). Net flywheel hp shall be for standard equipped engine operating under SAE standard conditions (J1349) at 77 degrees F (25 degrees C) and 29.32 in Hg (99kPa) dry barometer using 35 degree API gravity fuel.
- Y\_\_\_ N\_\_\_ Maximum governed speed shall be 1850 RPM at rated hp.
- Y\_\_\_ N\_\_\_ Must have 150A ducted alternator standard in Waste Handler package to ensure clean air cooling alternator.
- Y\_\_\_ N\_\_\_ Machine shall have a Flexxair Fan which automatically reverses fan pitch at present intervals to purge debris from the engine compartment and radiator.
- Y\_\_\_ N\_\_\_ The machine shall be equipped with a raised pre-screener to help reduce airborne paper or plastics plugging the air intake.
- Y\_\_\_ N\_\_\_ The engine shall be mounted for ease of normal servicing without being detached from the tractor unit.

#### 4.3 POWERTRAIN/TRANSMISSION

- Y\_\_\_ N\_\_\_ Transmission shall be a planetary type power shift with torque converter.
- Y\_\_\_ N\_\_\_ Transmission shall have auto-shift and auto kickdown features available.
- Transmission shall provide at least three speeds forward and three speeds in reverse with a five speed mode available.
- Y\_\_\_ N\_\_\_ A single control unit for both directions and speed changes shall control transmission.
- Y\_\_\_ N\_\_\_ Transmission shall have a forward ground speed of at least 7.1 mph (11.5 km/h).

Y\_\_\_ N\_\_\_ Transmission shall have a reverse ground speed of at least 9.1 mph (14.6 km/h).

Y\_\_\_ N\_\_\_ Hydraulic system shall be split pump for dedicated power to steering and implements.

#### **4.4 STEERING**

Y\_\_\_ N\_\_\_ Integrated electronic steering and transmission control.

Y\_\_\_ N\_\_\_ Steering control shall be touch shift buttons with electronically controlled power shift transmission.

Y\_\_\_ N\_\_\_ Differential steering to control direction and degree of turns and forward and reverse shifting with the control handle.

Y\_\_\_ N\_\_\_ Tiller steering shall with precision control to allow operator to work in close areas.

#### **4.5 HYDRAULICS**

Y\_\_\_ N\_\_\_ Hydraulics and controls shall be fully enclosed protected system.

Y\_\_\_ N\_\_\_ Hydraulics and controls shall have a load sensing, variable displacement piston pump, which adjusts hydraulic flow to match implement demand.

Y\_\_\_ N\_\_\_ Hydraulics and controls shall have a single lever for dozer control functions.

Y\_\_\_ N\_\_\_ Low effort, pilot-operator hydraulics shall be standard for easy operation and precise work tool control.

Y\_\_\_ N\_\_\_ Hydraulic implement pump output at 1,001 psi shall not be less than 49.9gal/min (189l/min).

Y\_\_\_ N\_\_\_ Hydraulic steering pump output at 1,001 psi shall not be less than 47.3gal/min (179 L/min).

Y\_\_\_ N\_\_\_ Hydraulic lift cylinder flow at 1,001 psi shall not be less than 49.9gal/min (189 L/min).

Y\_\_\_ N\_\_\_ Tilt cylinder flow at 1,001 psi shall not be less than 21.1gal/min (80 L/min).

Y\_\_\_ N\_\_\_ Hydraulic controls main relief valve pressure setting shall not be less than 6,000 psi (41 700 kPa).

#### **4.6 UNDERCARRIAGE**

Y\_\_\_ N\_\_\_ Undercarriage shall have reinforced box section and tubular track roller frame construction to resist bending and torsional loads.

- Y\_\_\_ N\_\_\_ Undercarriage shall have seven track rollers per side.
- Y\_\_\_ N\_\_\_ Undercarriage shall have a roller frame attached to the tractor by a pivot shaft and pinned equalizer bar.
- Y\_\_\_ N\_\_\_ Undercarriage shall be design with internal oil lubrication and rotating bushing with center tread idlers incorporated for minimum maintenance and maximum the life.
- Y\_\_\_ N\_\_\_ Undercarriage shall have a minimum 74 inch gauge.
- Y\_\_\_ N\_\_\_ Minimum 22 inch shoe shall be standard.
- Y\_\_\_ N\_\_\_ Undercarriage shall have a minimum 4972 square in (3.22 square meters) ground contact with standard shoe.
- Y\_\_\_ N\_\_\_ Undercarriage shall have a minimum 113 inches (2871 mm) gauge.
- Y\_\_\_ N\_\_\_ Standard maximum ground pressure of 8.9 psi (0.623-lg/square centimeter) when equipped with standard shoes, 6SU dozer, cab, fuel and lubricants.

#### **4.7 FINAL DRIVES**

- Y\_\_\_ N\_\_\_ Final drives shall be fully enclosed.
- Y\_\_\_ N\_\_\_ Final drives shall be single reduction, planetary design.
- Y\_\_\_ N\_\_\_ Final drives shall be isolated from ground –induced shock loads.

#### **4.8 OPERATIONS STATION**

- Y\_\_\_ N\_\_\_ Modular cab shall be available through the tractor manufacturer.
- Y\_\_\_ N\_\_\_ Tinted safety glass.
- Y\_\_\_ N\_\_\_ Tractor shall be equipped with electronic indicators and gauges, which monitor critical operational systems and alert the operator when potential problems occur.
- Y\_\_\_ N\_\_\_ Instrument panel shall have easy to read gauges and warning lamps that keep the operator aware of fuel level hydraulic oil temperature, engine oil pressure, transmission gear indicator. All gauges shall be easily visible in direct sunlight.
- Y\_\_\_ N\_\_\_ Cab shall be prewired for a 12volt or 24 volts radio, equipped with two speakers, an antenna and a radio mount recessed in the headliner.

- Y\_\_\_ N\_\_\_ Operator shall have a clear working view to the blade and rear of the machine provided by a tapered hood, notched fuel tank, narrow single shank ripper carriage and large single pane window as well as a low rear window.
- Y\_\_\_ N\_\_\_ Seat shall be an air-ride suspension seat.
- Y\_\_\_ N\_\_\_ Seat shall be adjustable with side seat bolsters to restrain side to side movement as well as a rolled down front edged for less pressure on the operator's thighs.
- Y\_\_\_ N\_\_\_ Seat shall have standard adjustable arm rests that are adjustable without use of tools.
- Y\_\_\_ N\_\_\_ Operator seat shall include retractable seat belt.
- Y\_\_\_ N\_\_\_ Cab shall be equipped with heating and air condition and controls shall be easily accessible from the operators' seat.
- Y\_\_\_ N\_\_\_ Cab shall feature a 10 amp 12 volt power converter for the convenient use of radios, wireless phones and laptop computers.
- Y\_\_\_ N\_\_\_ An electronic rocker switch work tool lock out valve shall be provided to prevent inadvertent operation of the hydraulic work tool attachments.
- Y\_\_\_ N\_\_\_ A rocker switch shall activate high or low idle at the touch of a finger.
- Y\_\_\_ N\_\_\_ A decelerator pedal shall give the operator full control of engine speed when the rocker switch is in the high idle position.
- Y\_\_\_ N\_\_\_ Cab shall be equipped with a powered air pre-cleaner, which cleans the air for the cab HVAC system.

#### **4.9 DOZER BLADE**

- Y\_\_\_ N\_\_\_ Push arms shall bring the blade close to the frame for maneuverability and provide solid lateral stability and cylinder position for constant pry out independent of blade height
- Y\_\_\_ N\_\_\_ Semi universal bulldozer blade shall be a maximum 128 inches (3260mm) wide
- Y\_\_\_ N\_\_\_ Semi universal bulldozer blade shall be a minimum 56 inches (1412mm) high
- Y\_\_\_ N\_\_\_ Semi universal bulldozer blade shall have a minimum 29 inch (743mm) tilt
- Y\_\_\_ N\_\_\_ Semi universal bulldozer blade shall have a minimum 47 inch (1195mm) lift above ground.
- Y\_\_\_ N\_\_\_ Semi universal bulldozer blade shall have a minimum 18 inch (459mm) drop below ground.

Y\_\_\_ N\_\_\_ Semi universal bulldozer blade shall have a minimum dozer capacity of 14.3 cubic yards (11.2 Cubic meters).

#### 4.10 GUARDING / PROTECTION

Y\_\_\_ N\_\_\_ Must have multiple layers of final drive protection, including a durable outer cast iron final drive guard, protecting a secondary labyrinth style inner guard.

Y\_\_\_ N\_\_\_ Inner guard must utilize four 90 degree turns, Kevlar Seals and an additional two 90 degree turns to keep dirt and debris away from the duo-cone seal, which protects the final drive oil.

Y\_\_\_ N\_\_\_ The guarding package shall have an idler seal guard to help prevent wire fishing line and other debris from wrapping around and damaging the Duo- Cone seals.

Y\_\_\_ N\_\_\_ The guarding package shall have a pivot shaft seal guards to prevent debris from entering and damaging seals as well as bolts on the pivot shaft retainer.

Y\_\_\_ N\_\_\_ The chassis shall have guards to help protect engine compartment by deflecting debris from rising upward along the chassis. Guarding must extend full length of tractor

Y\_\_\_ N\_\_\_ Must have tilt cylinder line guards of the rotating bushings type to allow wrapping material to be rolled off the hoses

Y\_\_\_ N\_\_\_ The guarding packing shall include guards for the fuel and hydraulic tanks to help prevent implement hydraulic oil tank, battery box and fuel tank. Plates shall be included to cover the light openings after they repositioned on top of the cylinder s ROPS.

Y\_\_\_ N\_\_\_ Must have heavy duty hinged radiator guard to protect radiator and fan. This guard should resist materials penetration from straight in and under the blade entry.

Y\_\_\_ N\_\_\_ Must have radiators doors that swing open fully with blades attached to provide easy cleaning of radiator.

Y\_\_\_ N\_\_\_ The guarding package shall include guards for the crankcase (extreme service), which serves dual purposes, which are to help prevent contact damaged to vital power train components and to keep debris away from these components.

Y\_\_\_ N\_\_\_ The lighting package shall include a cylinder supplemental light (two front), position from the fender opening to the top of the cylinders. The fender cylinders shall be covered with plates to prevent debris from entering.

Y\_\_\_ N\_\_\_ Striker bars shall prevent debris from striking or damaging the machine. The Front shall be angled design to keep debris from riding up the track and damaging the fenders, fuel or hydraulic tanks. The Rear shall be a rigid draw bar and housing with large doors for

storage on machines not equipped with the ripper. Machines with rippers shall have striker bars mounted on ripper frame

- Y\_\_\_ N\_\_\_ Laminated thermal shields shall cover the exhaust stack inside the compartment, hot side of the turbocharger and the exhaust manifold.
- Y\_\_\_ N\_\_\_ The machine shall feature a belly guard that is hinged for easy cleaning.
- Y\_\_\_ N\_\_\_ Must have additional compartment sealing installed to reduce the amount of materials entering engine and transmission compartments.

#### **4.11 SERVICEABILITY**

- Y\_\_\_ N\_\_\_ Machines shall have a monitoring system that is easily upgradable by flashing software.
- Y\_\_\_ N\_\_\_ Power train oil filter and pressure taps shall be mounted in the right hand fender for ease of service and machine diagnose.
- Y\_\_\_ N\_\_\_ Engine oil filter shall be located on the engine
- Y\_\_\_ N\_\_\_ Under hood service light shall be standard for easier nighttime service and maintenance.
- Y\_\_\_ N\_\_\_ Machine shall have sight gauges easy to access filter, oil and coolant ports and an engine mounted work light.
- Y\_\_\_ N\_\_\_ The engine shall have a minimum of 500-hours oil change interval.
- Y\_\_\_ N\_\_\_ The transmission shall have a minimum 1,000-hour oil change period.
- Y\_\_\_ N\_\_\_ Final drives shall have a minimum 2,000 hours period.
- Y\_\_\_ N\_\_\_ Under carriage shall have life time lubricated track roller.
- Y\_\_\_ N\_\_\_ Under carriage shall have life time lubricated carrier rollers (if equipped).
- Y\_\_\_ N\_\_\_ Undercarriage shall have sealed and life time lubricated idlers.
- Y\_\_\_ N\_\_\_ Undercarriage shall have the capacity of replacing worn sprocket segments without breaking track.
- Y\_\_\_ N\_\_\_ Under carriage shall have hydraulic track adjustment by grease gun, fully sealed.
- Y\_\_\_ N\_\_\_ Undercarriage shall have bolt on replaceable sprockets segments.
- Y\_\_\_ N\_\_\_ Final drive shall be of module design for easy service, allow for removal with only breaking track.

Y\_\_\_ N\_\_\_ Quick disconnect fittings shall allow for fast diagnosis of power train and hydraulic oil systems.

Y\_\_\_ N\_\_\_ Winch components shall be serviceable with winch mounted on the tractor.

#### **4.12 MINIMUM SERVICE FILL CAPACITIES**

Y\_\_\_ N\_\_\_ Fuel tank capacity shall not be less than 112 gal (424L).

Y\_\_\_ N\_\_\_ Cooling system capacity shall not be less than 18.5gal (76.8L).

Y\_\_\_ N\_\_\_ Engine crankcase capacity shall not be less than 7.4gal (28L).

Y\_\_\_ N\_\_\_ Power train capacity shall not be less than 38.5 gal (145.7L).

Y\_\_\_ N\_\_\_ Each final drive shall have a capacity of not less than 3.6 gal (13.6L).

Y\_\_\_ N\_\_\_ Each roller frame shall have a capacity of not less than 6.5 gal (24.6L).

Y\_\_\_ N\_\_\_ Hydraulic tank capacity shall not be less than 13.6gal (51.5L).

Y\_\_\_ N\_\_\_ Pivot shaft compartment capacity shall not be less than 1.3gal (1.9L).

#### **4.13 ADDITIONAL FEATURES**

Y\_\_\_ N\_\_\_ Machine shall have an undercarriage system available that does not require a master style link and has sealed for life carriage style joints. The undercarriage shall also have center thread idlers to improve guiding and eliminate link scalloping. A rotating bushing design shall allow center thread idler and sprocket segments to be reuse through at least two undercarriage lives.

Y\_\_\_ N\_\_\_ Machine shall be painted in industry yellow color with black painted hood/cylinder/back of blade to reduce glare from lights while operating at night and also while operating in direct sunlight.

Y\_\_\_ N\_\_\_ Machine shall have a wireless fleet track system available to track location, machine hours, active and logged service codes and security alarms .This system shall be able to connect to other on board system, issue email or provide fuel consumption data.

Y\_\_\_ N\_\_\_ A trapezoidal track shoe shall reduce refuse packaging within the track and shall also reduce track chain tightening and accelerated pin and bushing wear. Trapezoidal holes shall help prevent packing by allowing the sprocket to punch out dirt and debris.

Y\_\_\_ N\_\_\_ Standard Warranty shall be 12 months/unlimited hours

Y\_\_\_ N\_\_\_ Extended Warranty shall be 60 months /8,000 hrs.

Y\_\_\_ N\_\_\_ 12 keys for every lock.

Y\_\_\_ N\_\_\_ Detail Repair Manual and a CD ROM Parts Book.

**4.14 GUARANTEED MAINTENANCE PROGRAM:** Chatham County shall consider two options regarding the purchase of this equipment. The County reserves the right to purchase the units out right with a standard or extended warranty, or with a guaranteed maintenance program including a buy-back provision. Each bidder shall indicate on the Bid Proposal Form the prices involved with the various options. If you do not offer a guaranteed maintenance plan, your bid on a straight purchase will be considered. The County will be the final and sole judge of the relative merits of all bids submitted:

1. Cost and services to be **included** in the guaranteed maintenance program are:
2. All repairs and parts replacement not attributable to acts of God, accident damage, operator negligence or misuse, or vandalism.
3. Scheduled preventive maintenance as recommended by the equipment manufacturer. This is to include normal periodic servicing, inspection and repair. The vendor is required to furnish all lubricants, fluids, filters and parts.
4. Emergency service to make field repairs during hours when machine is in use.
5. Stocking and maintaining an appropriate level of replacement parts.
6. Costs **not** to be **included** in the guaranteed maintenance program:
7. Operators daily servicing and costs of lubricants and fluids used for this. Engine oil, transmission and hydraulic fluids, and lubricants must meet manufacturer's specifications.
8. Refueling and cost of fuel.
9. Transportation of machine to and from vendor's place of business.
10. Cost of all repairs made under manufacturer's warranty.
11. Cost of all repairs necessary as a result of an accident, acts of God, operator negligence or abuse or vandalism.
12. The program shall be provided for five (5) years. The County shall have a renewal option for the sixth year with the cost to be negotiated between the County and the vendor.
13. The cost of all services and parts provided by the vendor under the program will be billed to the County on a monthly basis. The County will pay for such parts and services until its total payments



(excluding those items contained in paragraph 6.2) equals the maximum "Guaranteed Maintenance Cost" for the term of the agreement. Subsequently, no additional charges for parts and services performed by the vendor under the Guaranteed Maintenance Program shall be made to the County.

14. Weekly usage of the machine will not exceed an average of 50 hours per week and annual usage will not exceed 2000 hours.

15. The machine will be made available by the County to the vendor during the vendor's normal working hours for scheduled servicing and maintenance in accordance with the manufacturer's recommendations or as required to ensure proper care and performance.

16. Personnel will be made available by the vendor to respond to the emergency service calls as soon as possible after notification by the County. The vendor shall be entitled to payment for responding and will have the right to determine whether the repairs can be made in the field.

17. All scheduled preventive maintenance, including servicing, inspections, and minor repairs and adjustments, but to exclude emergency field service and major repairs, shall be completed within the eight (8) regular working hours following the time the machine is made available to the vendor.

18. The major repairs listed below will be completed within the following time limits:

Engine Repairs	___	days
Torque Converter	___	days
Final Drive	___	days
Undercarriage	___	days
Hydraulic System	___	days

19. All other major repairs not listed above, as well as damages resulting from fire or accidents, shall be completed within whatever time limit is agreed upon between the County and the vendor, according to an estimate of the repairs to be made, which estimate the vendor shall submit to the County in each case.

20. In the event any repairs are not completed within the repair time limit specified or agreed upon, the sum of \$100.00 or the daily rental fee for similar equipment including delivery charges, whichever is greater shall be deducted from the "Guaranteed Maintenance Cost" for each additional working day or portion thereof that it takes the vendor to finish the repairs. The vendor is also entitled to ten (10) working days per year for repair delays caused by unavailability of parts, and these delays shall not be considered to begin until the respective repair time limits have expired. Repair delays resulting from causes beyond the control of the vendor shall be entirely excluded from the repair time limits specified or agreed upon (e.g. strikes by suppliers or transporters, acts of God, or vandalism).

21. The vendor's charges for all repairs, services and parts shall be indicated in the bid as follows:

Labor Rates:	_____	Per Hr. Standard
	_____	Per Hr. Overtime
Parts Pricing:	_____	% discount off of list price

22. The vendor shall agree to hold the County harmless from any and all acts on the part of his employees engaged in providing services under the "Guaranteed Maintenance Program".

23. In the event the County and the vendor are unable to mutually resolve any disputes concerning the handling of repairs made under this agreement, these shall be submitted to an arbitration board for resolution. The arbitration board shall consist of three members. One member shall be selected by the Assistant County Manager/Human Resources Director, one member selected by the vendor and the third member appointed by these two. Decisions of the Board shall be final and binding on both parties.

24. The County has the right to sell, trade, or otherwise dispose of the machine; however, if such action is taken, the vendor shall not be further bound by the contract.

#### **4.15 BUY-BACK PROVISION:**

1. The bidder guarantees that he will re-purchase the machine from the County at the end of 10,000 hours of operations or five (5) years, whichever occurs first, *if requested by the County*. The price to be paid to the County is to be included as part of the bid submission **along with vendor return provisions**.

2. As an additional option, each bidder shall submit the price for an extended warranty, if offered. Each bidder shall submit appropriate documentation with their bid indicating coverage, time period, etc.

CHATHAM COUNTY, GEORGIA  
BID PROPOSAL FORM

BID NO. 11-0011-5

Name of Bidder: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?  
(CHECK ONE) YES: \_\_\_\_\_ NO: \_\_\_\_\_

FROM WHATE CITY/COUNTY: \_\_\_\_\_  
TAX CERTIFICATE #: \_\_\_\_\_ FED TAX ID#: \_\_\_\_\_

INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):  
CHECK ONE: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PARTNERSHIP  
\_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ OTHER (SPECIFY: \_\_\_\_\_)

INDICATE OWNERSHIP STATUS OF BIDDER  
CHECK ONE: \_\_\_\_\_ AFRICAN-AMERICAN \_\_\_\_\_ ASIAN AMERICAN  
\_\_\_\_\_ HISPANIC \_\_\_\_\_ NATIVE AMERICAN OR ALSKAN INDIAN  
\_\_\_\_\_ FEMALE

MAKE AND MODEL: \_\_\_\_\_

TOTAL PRICE: \$ \_\_\_\_\_

OPTIONS:

Guaranteed Maintenance Program \$ \_\_\_\_\_  
Buy Back Price \$ \_\_\_\_\_  
Extended Warranty \$ \_\_\_\_\_

DELIVERY TIME: \_\_\_\_\_

DISCOUNTS: \_\_\_\_\_

TERMS: \_\_\_\_\_

THIS BID WILL REMAIN IN EFFECT FOR \_\_\_\_\_ DAYS FROM THE DATE OF BID OPENING.

**ATTACHMENT "A"**

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

\*\*\*\*\*

**EXCEPTION SHEET**

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

Below are the only differences between my offer and the proposal.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
TITLE

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

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

\_\_\_\_\_ (Contractor) certifies to Chatham County that a drug-free workplace will be provided for the employees during the performance of this contract known as “ONE TIME” PURCHASE OF ONE (1) BULLDOZER FOR CHATHAM COUNTY FLEET OPERATIONS 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 “ONE TIME” PURCHASE OF ONE (1) BULLDOZER FOR CHATHAM COUNTY FLEET

OPERATIONS 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

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:** “ONE TIME” PURCHASE OF ONE (1) BULLDOZER FOR  
CHATHAM COUNTY FLEET OPERATIONS

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



ATTACHMENT D

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.

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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.

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

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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.

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

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6. List any contracts not completed on time.

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

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

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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 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 \_\_\_\_\_, 2011

\_\_\_\_\_  
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).

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 \_\_\_\_\_, 2011

\_\_\_\_\_  
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).

**Systematic Alien Verification for Entitlements (SAVE)**  
**Affidavit Verifying Status for Chatham County Benefit Application**

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for \_\_\_\_\_ . [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) \_\_\_\_\_ I am a citizen of the United States.

**OR**

2.) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older.

**OR**

3.) \_\_\_\_\_ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* \_\_\_\_\_

Alien Registration number for non-citizens.

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires:

## LEGAL NOTICE

CC NO. 165043

Sealed bids will be received until 2:00 P.M. on AUGUST 25, 2011 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: Bid No: 11-0011-5 "ONE TIME" PURCHASE OF ONE (1) BULLDOZER FOR CHATHAM COUNTY FLEET OPERATIONS.

PRE-BID CONFERENCE: 2:00 P.M., AUGUST 18, 2011, IN THE OFFICE OF THE PURCHASING AGENT, LOCATED AT 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GEORGIA 31406.

Specifications can be downloaded from the County's website at <http://purchasing.chathamcounty.org> and are available in the office of the Chatham County Purchasing Department, at the address listed above. For additional information concerning specifications, please contact only Mrs. Kathleen Watson-Scott, CPPB, Procurement Specialist at (912) 790-1619. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND 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"

MARGARET H. JOYNER, PURCHASING AGENT

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-Savannah News -INSERT: AUGUST 15, 2011

News only-  
Please send two copies of affidavit to:  
Chatham County Purchasing and Contracting Department  
P.O. Box 15180  
Savannah, GA 31416  
(912) 790-1619