

INVITATION TO BID

PROPOSAL

BID NO. 11-10-1-3

**ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM COUNTY
PUBLIC WORKS AND PARK SERVICES**

PRE-BID CONFERENCE: N/A

BID OPENING: 19 MAY 2011, 2:00 P.M.

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 CHECKLIST

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

___ AFFIDAVIT OF PAYMENT

X ATTACHEMENTS: A: DRUG FREE WORKPLACE; B. NONDISCTIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATE; D. IMMIGRATION& SECURITY FORM; E. CONTRACTOR/SUBCONTRACTOR AFFIDAVIT & AGREEMENT.

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

How did you learn about this solicitation? Please check one

VMIS Email _____
Website _____
Newspaper _____
Direct Mail _____
Other _____

IMPORTANT MESSAGE TO ALL BIDDERS:

All Bidders/Contractors/Sub-Contractors/Suppliers/Vendors or any individual(s) desiring to do business with Chatham County Purchasing and Contracting Division MUST be registered on the Vendors Managements Information System (VIMS) at <http://purchasing.chathamcounty.org> Those previously registered should update their business and contact information.

Successfully registered businesses will be emailed when the County has a solicitation for the product(s) or service(S) you listed under your particular 6-digit NAICS Code. Ensure you have the correct code(s) for your products or services. Here is an example:

56 Code: Administrative & Support & Waste Management & Remediation Services:

561720 Janitorial Services

561730 Landscaping Services

If your service is not listed, you would be listed for **5619900** All Other Support Services, Finding the best fit NAICS Code will ensure you receive an email and not those you don't want or need.

Beginning 1 July 2011, Purchasing and Contracting will no longer mail routine or recurring solicitations directly. You must download or print from the website above or pick up from our office. Your business must be registered in VIMS. This procedure will help reduce cost of advertising and postage for taxpayers. General/Prime Construction Contractors, Trades and Sub-Contractors must also register for Public Works Construction Projects.

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AGENT
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31406
(912) 790-1624

Date: 11 April 2011

BID NO. 11-10-1-3

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, up to 2:00 P.M., 19 MAY 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 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.

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 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 after the bid opening in the Office of the Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406 or can be reviewed on the Purchasing web site 24/48 hours after the 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 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 women business is defined as a business that is at least 51% owned and managed by minority or women.

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 a report of Minority/Women Business Enterprise participation to Ms. Ameja Riley, Chatham County M/WBE Coordinator, (Minority and Women Business Enterprise) 124 Bull Street, Suite 310, Savannah, GA 31401, Phone (912) 658-7849, email: alriley@chathamcounty.org.

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: Bid 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 the type, shall belong exclusively to Chatham County and will be considered a record prepared, maintained, or received in the course of operations of a public office or public 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. Sec.*, unless otherwise provided by law.

2.3 GEORGIA TRADE SECRET ACT OF 1990: In the event that a Bidder 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 contracts currently in effect and those which have been completed or closed for up to a period of 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 overall requirements. Specific equipment and system references may be included in the IFB for guidance, but they are not intended to preclude bidders 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 or identify the same from the County. Whenever herein mention is made of any article, material or workmanship to 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 the IFB will be made in writing by the County prior to the bid opening or due date. Results of informal meetings or discussions between a potential bidder 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 LITIGATIONS: 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 be not considered.

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

Bidder acknowledges that in performing contract 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 DEBARRED OR SUSPENDED SUBCONTRACTORS: CONTRACTOR shall not subcontract, and shall ensure that no subcontractors are awarded at any tier, to any individual, firm, partnership, joint venture, or any other entity regardless of the form of business organization, that is on the Federal Excluded Parties List System, (EPLS) at <https://www.eps.gov> of the State of Georgia, DOAS, State Purchasing Exclusion listing, or other local government entity. This includes pending litigation or claims with the County or other government entities. Contractor shall immediately notify the County in the event any subcontractor is added to a Federal, State or other Government Entity listing after award of the subcontract. (See Bidder's Certification Form included in this package.

2.8 MULTIPLE BIDS: No vendor will be allowed to submit more than one bid. Any alternative proposals must be brought to the Purchasing Agent's attention during the pre-bid conference or submitted to in writing at least five (5) days preceding the bid opening date.

2.9 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.

2.10 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.

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

2.12 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.

- 2.13 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.
- 2.14 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.
- 2.15 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.
- 2.16 OWNER'S RIGHT TO NEGOTIATE WITH THE LOWEST BIDDER:** In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretions and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.
- 2.17 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.
- 2.18 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 be submit a bid for the purpose or restricting competition.

2.19 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 Commissioner's award a contract.**

2.20 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing 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.

2.21 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 unresponsive whenever such bidder/proposer cannot document the ability to deliver the requested product.

2.22 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 9, 1994.

2.23 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.**

2.23.1 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).

2.23.2 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.

2.23.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by the County before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the contract with 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.

2.24 COMPLIANCE WITH SPECIFICATION - TERMS, CONDITIONS, AND EXCEPTIONS: The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents from a part of the bidders proposal or bid and by reference are made a part hereof.

2.25 CONE OF SILENCE: Lobbying of Procurement Evaluation Committee members, County government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member or a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such action may cause your proposal to be rejected.

2.26 STATE LICENSING BOARD FOR GENERAL CONTRACTORS: Pursuant to Georgia Law, the following types of contractors **must obtain a license from the State Licensing Board of Residential and General Contractors by July 1, 2008:**

- ❖ **Residential – Basic Contractor** (contractor work relative to detached one-family and two-family residences and on-family townhouses not over three stories in height).
- ❖ **Residential – Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).
- ❖ **General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

A copy of your license must be part of your bid documents at the time of the bid opening.

2.27 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.

2.28 OWNER'S RIGHTS CONCERNING AWARD: The Owner reserves the right, and sole and complete discretion to waive technicalities and informalities. The Owner further reserves the right, and sole and complete discretion to reject all bids and any bid that is not responsive or that is over the budget, as amended. In judging whether the bidder is responsible, the Owner will consider, but is not limited to consideration, of the following:

- (a) Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- (b) Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- (c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current ratio of 1.0 or higher;
- (d) Whether the bidder can demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- (e) Whether the bidder's past work provided evidence of an ability to successfully complete public works projects with the established time, quality, or cost, or to comply with the bidder's contract obligations; and
- (f) Whether the bidders has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantage Business Enterprises and Small Business Enterprises.

2.29 **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 verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United State (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 Verifications Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be preformed or manufactured by any worker who is not legally eligible to perform such services or employment.

2.30 **VENDOR PERFORMANCE EVALUATION:** On April 11, 2008, The Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluation, as 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.

2.31 **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:** The contract period will be for a period of one year with automatic renewal options for four (4) additional one year terms 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 or sub-contractor arrangements are not prohibited; however, the successful contractor shall secure written permission from the County before subcontracting any part of this contract.
- 3.3 PRICE CHANGE:** ****N/A**** Preference shall be given to the bidder submitting the lowest 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 totaling 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:** 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:

- 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 or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full. 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: (Check where applicable) *** N/A ***

- 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: (Check where applicable):

- 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:

- X A. Annual Contract (With automatic renewal options for four (4) additional one (1) year terms if all parties**

agree)

B. One-time Purchase

C. Other ONE TIME CONTRACT

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

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

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

This ____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

CHATHAM COUNTY, GEORGIA

PROPOSAL

SPECIFICATIONS FOR:

BID NO. 11-10-1-3

ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES

GENERAL INFORMATION:

The purpose of this proposal is to establish specifications and solicit bids for and Annual Contract for portable toilet rental services for Chatham County Public Works and Park Services. Some toilets are to be placed at various locations on a ongoing basis, and others will be ordered “as needed”. 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. Detailed specifications are as follows:

4.0 CONTRACT SPECIFICATIONS:

- 4.1.1 Chatham County may cancel the contract at any time for material breach of contractual obligations or if the Contractor fails to provide satisfactory service by providing the contractor with a written notice of such cancellation. Should either agency exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 4.1.2 The contact shall be awarded to the qualified Contractor with the lowest net price who meets or exceeds all specifications stated herein.

4.2 UNIT SPECIFICATIONS:

- 4.2.1 Portable Toilet units shall be a standard, chemical unit for single occupant unless stated otherwise in Section 4.5 of this bid document (Page 20). All units are to be delivered in clean condition with inside working locks and are to be supplied with toilet paper.

4.3 SERVICE REQUIREMENTS:

- 4.3.1 All units are to be serviced by the frequency schedule provided and on the days requested by each agency as stated in Section 4.5 of this bid document (Page 20).
- 4.3.2 Servicing of each unit by Contractor shall include, but is not limited to the following:
 - A. Pumping out the holding tanks.
 - B. Adding ten gallons of proper chemical to holding tank. All chemicals used shall conform to all Federal, State and Local ordinances.

- C. Brushing and scrubbing down sides, stack, holding tank, deck, and front of holding tank.
- D. Cleaning urinal with chemical, water and brush.
- E. Sweeping, wiping, washing or scraping the floor as required for cleanliness.
- F. Replacing toilet paper and deodorant blocks when necessary.
- G. Wiping down and washing the exterior unit.
- H. Drying unit and tank.
- I. Affixing a “Date Sticker” on each unit which indicates the date of the last inspection and/or servicing.
- J. All waste and debris shall be lawfully disposed of by the Contractor according to Federal, State, and local ordinance.

4.3.3 Service cost and all fuel surcharges are to be included with the total rental cost as stated on the bid sheet.

4.4 ORDER PLACEMENT:

4.4.1 Orders for portable toilets will be placed by the County on an “as needed” basis. “Special event” orders are to be delivered, placed, and set-up within eight (8) hours from the time the order is received. Contractor is to state delivery time for the initial order of “Continuous Units” upon contract award on bid sheet.

4.4.2 Separate bid pricing shall apply for continuous rental service and special/seasonal rental service.

4.5 UNIT REQUIREMENTS/LOCATIONS/SERVICING SCHEDULE:

<i>Location/Site:</i>	<i>Unit Type/ Quantity:</i>	<i>Service Requirement (per week)</i>	<i>Department/ Agency:</i>
Lazaretto Creek- Tybee Island (US Highway 80 East)	2 each- Standard Units	Twice (M/R)	Parks & Recreation
Salt Creek Boat Ramp (US Highway 17 & Salt Creek Rd.)	2 each- Standard Units	Twice (T/F)	Parks & Recreation
Lake Mayer Community Park (Montgomery Crossroads)	1 each- Handicap Unit	Three (M/W/F)	Parks & Recreation

Runaway Point Park (Riverview Road)	4 each- Standard Unit	Twice (M/W)	Parks & Recreation
Mother Matilda Beasley Park (East Broad Street)	2 each- Standard	Twice (M/W)	Parks & Recreation
McQueens Island Trail (Bull River- Hwy 80 East)	2 each- Standard	Twice (M/R)	Parks & Recreation
Sharon Park Recycle/Drop-Off Center (Kelly Hill Rd)	1 each- Standard	Twice(M/R)	Solid Waste
Wilmington Island Recycle/Drop-off Center (Concord Road)	1 each- Standard	Twice (M/R)	Solid Waste
Old City Landfill (Ogeechee Road- behind Metal Craft)	1 each- Standard	Once (Wednesday)	Solid Waste
Thomas Avenue Landfill	1 each- Standard	Twice (M/R)	Solid Waste

4.6 INSURANCE REQUIREMENTS:

The CONTRACTOR shall 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, and Employees. The cost of such insurance shall be included in the CONTRACTOR's bid. Prior to the commencement of any work the CONTRACTOR shall obtain and furnish certificates of insurance to the COUNTY indicating the minimum lines of coverage as outlined in section 2.23 (Page 10-11) of this bid package.

4.7 BILLING:

4.7.1 Invoices shall contain the type of unit, address of unit placement, and monthly rate or seasonal/special cost. Invoices are to be mailed to:

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

4.8 REFERENCE REQUIREMENT:

4.8.1 Four (4) references are required of firms services have been provided to within the last 24 months, and should be included with this solicitation.

4.8.2 References are to consist of Company Name, Address, Phone Number, Contact Person, and Date(s) of service on the form provided herein (Page 22).

4.9 DISASTER RECOVERY/SUPPORT PLAN:

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

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 NO. 11-10-1-3

**ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM
COUNTY PUBLIC WORKS AND PARK SERVICES**

CATEGORY A- CONTINUOUS SERVICE

<i>Service Description:</i>	<i>Bid Price:</i>
Standard Unit- Serviced once a week	/Per Unit Per Month
Standard Unit- Serviced twice a week	/Per Unit Per Month
Standard Unit- Serviced three times a week	/Per Unit Per Month
Handicap Unit- Serviced three times a week	/Per Unit Per Month
Handicap Unit- Serviced five times a week	/Per Unit Per Month

CATEGORY B- SEASONAL/SPECIAL EVENTS:

<i>Description:</i>	<i>Bid Price:</i>
Standard Unit- Daily Rental	/Per Unit Per Day
Handicap Unit- Daily Rental	/Per Unit Per Day
Standard Unit- Weekly Rental	/Per Unit Per Week
Handicap Unit- Weekly Rental	/Per Unit Per Week
Standard Unit- Weekend Rental	/Per Unit Per Weekend
Handicap Unit- Weekend Rental	/Per Unit Per Weekend
Standard Unit- Monthly Rental	/Per Unit Per Month
Handicap Unit- Monthly Rental	/Per Unit Per Month

CATEGORY C- COST FOR ADDITIONAL SERVICE VISITS (CONTINUOUS OR SPECIAL EVENTS):

Bid Price:
/Per Service Visit

CATEGORY D- DELIVERY TERMS (TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER)

<i>Description:</i>	<i>Bid Price:</i>
Continuous Service Units	/Days
Special Event Units	/Days

STATE THE BASIS FOR ANY SUBSEQUENT YEAR PRICE ADJUSTMENTS APPLICABLE FOR YEARS 2 THROUGH 5 OF THE CONTRACT TERM: _____

(Please round to the nearest dollar)

NAME/TITLE

COMPANY NAME

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

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

DISCOUNT(S): _____

TERMS: _____

RECEIPT OF ADDENDUM NOS. _____ HEREBY ACKNOWLEDGED.

BY: _____
VENDOR SIGNATURE

MINORITY VENDOR/CONTRACTOR? _____/YES _____/NO

MINORITY 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 11-10-1-3

Firm Name _____

Commodity number or name: _____

Telephone _____

Portable Toilets

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 be provided for the employees during the performance of this contract known as

ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES

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 (**ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES**)

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 _____

2010 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 _____, 20__

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 _____, 20_

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: ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES

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: _____

CHATHAM COUNTY, GEORGIA

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

LEGAL NOTICE

CC NO. 164475

Sealed bids will be received until 2:00 P.M. on 19 MAY 2011 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: Bid No: 11-10-1-3 ANNUAL CONTRACT FOR PORTABLE TOILET RENTAL SERVICES FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES

Specifications can be downloaded from the County's website at <http://purchasing.chathamcounty.org>, and are also available in the office of the Chatham County Purchasing Office, at the address listed above. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, MPA 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 <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"

WILLIAM R. PARSON, CPPO, PURCHASING AGENT

-Savannah News –INSERT: 21 April; 4, 10 May 2011
News only-
Please send two copies of affidavit to:
Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31416
(912) 790-1624