

INVITATION TO SUBMIT
PROPOSAL

BEST VALUE SOLICITATION NO. 11-12-3

**EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS
SECTION FOR**

CHATHAM COUNTY EMERGENCY MANAGEMENT AGENCY (CEMA)

PRE-PROPOSAL CONFERENCE: 10:00 A.M., 7 JUNE 2011

PROPOSAL RECEIPT DUE BY: 2:00 P.M., 21 JUNE 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 Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.**

- GENERAL INFORMATION
- PROPOSAL
- TIME REQUIREMENTS
- PROPOSAL SCHEDULE
- SURETY REQUIREMENTS
- 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 proposal.

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 owned business is defined as a business with 51% or greater minority of female ownership. 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 AND CONTRACTING
POST OFFICE BOX 15180
SAVANNAH, GEORGIA 31416
(912) 790-1624**

DATE: 5 MAY 2011

BVS/RFP NO. 11-12-3

GENERAL INFORMATION FOR BEST VALUE SOLICITATION

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, Savannah, Georgia** up to **2:00 P.M., 21 JUNE 2011**. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

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

A pre-proposal conference has been scheduled for 10:00 A.M., 7 JUNE 2011, and will be conducted in the **Purchasing Conference Room, located in Suite C, 1117 Eisenhower Drive, Savannah, Georgia 31406**, to discuss the specifications and resolve any questions and/or misunderstandings that may arise.

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 approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing 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 County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. 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
INTRODUCTION AND INFORMATION**

1.1 PURPOSE: The Chatham County Board of Commissioner, Savannah, Georgia is seeking proposal from responsive and qualified firms that will provide the Best Value for a contract to provide services associated with “The Emergency Operations Center Staff Augmentation of the Logistics Section ” as a result of a catastrophic event. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 INFORMATION OR CLARIFICATION: For information concerning procedures for responding to this Solicitation, contact Victoria Godlock, CPPB, MPA Procurement Specialist at (912) 790-1624. For information concerning the technical specification or scope of services, contact Dennis Jones of the Chatham Emergency Management Agency (CEMA) at (912) 201-4507 and/ or William Parson, CPPO, Purchasing Agent at (912) 790-1626/1618 or fax (912) 790-1627, email: wparson@chathamcounty.org. Such contact shall be for clarification purposes only. Material change, if any to the scope of services or bidding procedures will be only transmitted by written addendum. It is requested that any contractors downloading this solicitation, fax or email their intention to submit a proposal so that the Purchasing Department can ensure your company receives any Addenda.

It is preferred that all questions be submitted in writing to the Purchasing & Contracting Division, 1117 Eisenhower Drive, Citizen Service Center, Suite C, Savannah, GA. Attn: Victoria Godlock CPPB, MPA. To facilitate prompt receipt of questions, they may be sent via FAX to (912) 790-1627 or email to vgodlock@chathamcounty.org. Questions of a material nature must be received prior to the cut-off date specified in the Solicitation Schedule. Bidder/proposals please note: No part of your bid proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions to Bidder/Proposers contained in this Solicitation.

1.3 PRE-BVS/PROPOSAL CONFERENCE: There will be a pre-bvs/proposal conference on **7 June 2011 at 10:00 A.M.**, and will be conducted in the Purchasing Conference Room, located in Suite C, 1117 Eisenhower Drive, Savannah, GA 31406, to discuss the specifications and resolve any questions and/or misunderstandings that may arise.

1.4 ELIGIBILITY: To be eligible for a resulting contract (s) in responding to this Solicitation, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section to at least one government agency similar in size and complexity to the County.

The contractor’s company shall be currently engaged in emergency disaster response and recovery services on a full time basis, year round, for a minimum of five (5) years, with dedicated management, technical and administrative support staff, in-house employees and company leased or owned equipment. The contractor may supplement in-house resources with those of private individuals or companies, and/or with any alliances or affiliations. The contractor shall provide references as evidence of experience and a current list of clients to prove an ongoing business operation. A statement detailing the company’s net worth or a letter of credit from a Banking Institution shall be provided as evidence of financial resources to perform under the contract. If a letter of credit is required, the County shall be named as obligee.

1.5 MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County program is **ACCESS**. While the County does not have any set aside programs in place, it is committed to a policy of equitable participation for these firms by setting goals for each contact. Bidder/proposers are requested to included in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.

If awarded a contract or purchase order as a result of this solicitation if the awarded contractor/vendor is claiming minority status, the said awarded contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator located in the Human Resources Offices. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator, please contact Arneja Riley, at (912) 652-7860. alriley@chathamcounty.org

1.6 PERFORMANCE BOND/ IRREVOCABLE LETTER OF CREDIT: Upon mobilization of contract the contractor **may be** required to execute and deliver to the County, a Performance Bond or Unconditional Irrevocable Letter of Credit payable to the County, in the face amount of one million dollars (\$ 1,000,000.00) as surety for faithful performance under the terms and conditions of the contact. If the bond is on an annual coverage basis, renewal of each succeeding year shall be submitted to the County thirty (30) days prior to the termination date of the existing bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the state of Georgia, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the County, drawn on a bank acceptable to the County, and issued in favor of the County. A Payment Bond is also required under the same conditions as the Performance Bond.

Acknowledgment and agreement is given by both parties that the amount herein above set is not intended to be or shall be deemed to be in the nature of liquidated damaged nor is it intended to limit the liability of the Contractor to the County in the event of a material breach of Contract by the contractor. In the event the contractor has multiple contacts with other jurisdictions, this Performance Bond will ensure the County dedicated resources for assistance in the event of a disaster.

Any surety or letter of credit shall state that either bond cannot be cancelled or terminated with having first provided the County thirty (30) days notice.

A payment Bond in the face amount of one-million dollars (\$1,000,000) under the same conditions stated above for the Performance Bond will required.

A Georgia Business License is required before the award of contract.

1.7 LOBBYING ACTIVITIES: ALL BIDDERS/PROPOSERS PLEASE NOTE: A bidder/proposer submitted a response to this solicitation must comply, if applicable, with the County Purchasing ordinance and Procedures Manual. Until this Solicitation is recommended for a contract award to the Board of Commissioners there will be a ‘**cone of silence**’ in force. No discussions are allowed with a Board members, other elected officials, county management staff and employees. The only discussions must be through the Purchasing & Contracting Office. Copies of responses to this Solicitation will not be provided under the Open Records Act until an award has been recommended to the Board. At that time release may be requested.

1.8 HOW TO PREPARE BEST VALUE SOLICITATION (BVS) PROPOSALS: All 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 black or blue ink, signed by the business owner or authorized representative, with all measured or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACED 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.

1.9 HOW TO SUBMIT PROPOSAL: All proposals shall be:

- A. **Submitted in a sealed opaque enveloped, plainly marked with the proposal number and title, date and time of bid proposal opening, and company name.**
- B. **Mailed or delivered as follows in a sufficient time to ensure receipt by the Purchasing Agent on or before 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.**

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

SECTION II SPECIAL CONDITIONS

- 2.1 **GENERAL CONDITIONS:** Solicitation General Conditions (GC) are included and made a part of this solicitation on pages # 12 thru 15.
- 2.2 **LOCAL VENDORS:** The Board of Commissioners has strongly expressed their desire to have as much “Local” participation as possible used as Sub-Contractors for the work done in Chatham County.
- 2.3 **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the County, nor, those listed on the Georgia State Purchasing Debarred Vendors listing or the Federal Government’s Excluded parties Listing.
- 2.4 **NEWS RELEASES/PUBLICITY:** News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior approval.
- 2.5 **SOLICITATION DOCUMENTS:** The Contractor shall examine this Solicitation carefully. Ignorance of the requirements will not relieve the contractor from liability and obligations under the Contract.
- 2.6 **BID/PROPOSAL COSTS:** The County shall not be liable for any costs incurred by bidder/proposer in responding to this Solicitation.
- 2.7 **RULES AND PROPOSALS:** The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal bidder/proposer.
- 2.8 **CONFIDENTIAL INFORMATION:** Georgia law provides that County records shall at all time is open for personal inspection by any person. Information and material received by County in connection with all bidder’s/proposer’s shall be deemed to be public records subject to public inspection upon award or recommendation for award. Invitation to Bid is the same or 10 days after bid opening, whichever occurs first. However, certain exemptions to public records law are statutorily provided for in Title 50-18-70. O.C.G.A. Therefore, if the Bidder/Proposer believes any of the information contain in his or her response is exempt from the Open Records Act, the Bidder/proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise the County will treat all materials received as public records.
- 2.9 **APPROVED EQUAL OR ALTERNATE PRODUCT PROPOSALS:** Any Technical Specifications contained in this Solicitation are to be used as a reference only and are not to be considered of a propriety

nature. These specifications represent a level of quality and features which are desired by the County. The County is receptive to any product which would be considered by qualified County personnel as an approved equal.

The bidder/proposal must state clearly in his proposal pages any variances to the specifications or services. If proposing approved equal or alternate products, it will be the bidder/proposal's responsibility to provide adequate information in his proposal to enable the County to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The County will be the sole judge in determining if the product or service proposed qualifies as an approved equal. The County reserves the right to award to that proposal which will be the best value and serves the interest of the County as determined by the County. The County further reserves the right to waive minor variations to specifications and in the bidding process.

- 2.10 CONTRACT PERIOD:** The initial term of two (2) years shall commence upon the final approval of the County Board of Commissioners to award the contract. The County reserves the right to automatically renew or extend the contract for three (3) additional one (1) years terms providing all terms conditions and specifications remain the same, both parties agree to the extension or renewal, or unless either party provides written notice to the other at least sixty (60) days prior to the expiration of contract.
- 2.11 PAYMENT:** The County desires to pay for Emergency Operations Staff Augmentation of the Logistics Section upon receipt of FEMA reimbursement. However, alternative payment agreements will be considered. Payment for services not related to a full-scale disaster will be paid by invoice per task assignment.
- 2.12 CONTRACT COST ADJUSTMENTS:** Prices quoted shall be firm for the initial contract terms. Thereafter, any extensions which may be approved by the County shall be subject to the following: Cost for any extension terms shall be subject to an adjustment only if increase or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Dept of Labor, and shall not exceed five percent (5%).

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 one hundred and sixty (160) 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 documented, 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 cancelled on the scheduled expiration date.

- 2.13 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.

While this contract is for services provided to the County, one (1) or more of the eight (8) municipalities may require similar work. Each municipality may piggy-back this contract if the Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

2.14 DELETION OR MODIFICATION OF SERVICES: The County reserves the right to delete any portion of this Contract at any time without cause. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the County agree on modifications or revisions to the task elements, after the County has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised quote to the County for approval prior proceeding with the work. Written change orders or amendments to the contract must be forwarded through the Purchasing Agent who will obtain require approvals.

2.15 ADDITIONAL ITEMS: The County may require additional items of a similar nature, but not specifically listed on the contract. The Contractor agrees to provide such items, and shall provide the County prices on such additional based on a formula or method which is the same or similar to that used in establishing the prices in his/her proposal. If the prices(s) offered are not acceptable to the County, and the situation cannot be resolved to the satisfaction of the County, the County reserves the right to procure those items from other vendors, or to terminate the contract upon giving the Contractor thirty (30) days written notice.

2.16 WARRANTIES OF USAGE: Any estimated quantities listed are for information and tabulation purposed only. No warranty or guarantee of quantities needed is given or implies. It is understood that the Contractor will furnished the County's needs as they arise.

2.17 SUBSTITUTION OF PERSONNEL: It is the intention of the County that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacements personnel are subject to County approval. In the event substitute personnel are not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the Contract for cause.

2.18 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be employees of the Contractor and subject to supervision by the Contractor, and not as officers, employee, or agents of the County. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

2.19 UNCONTROLLABLE CIRCUMSTANCES (“FORCE MAJEURE”): The County and Contractor will be excused from the performance of their respective obligations under this agreement when and to

the extent that their performance is delayed or prevented by any circumstances beyond their control including fire, flood, explosion, strikes, or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration that is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) weeks, provided that in extenuating circumstances, the County may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.20 SECURITY AND IMMIGRATION COMPLIANCE ACT: On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

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

2.21 ASSIGNMENT: The successful bidder/proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, or of any rights, title, interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the county.

2.22 CANCELLATION: The County may cancel this contract for convenience with a sixty (60) day written notice to the other party. The County may terminate this contract immediately for cause based on non-performance.

SECTION III GENERAL CONDITIONS

3.1 SPECIFICATIONS: Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.

3.2 MULTIPLE PROPOSALS: No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.

3.3 OFFERS TO BE FIRM: The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a ninety day period.

3.4 COMPLETENESS: All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.

3.5 LAWSUITS, BRIBERY: Prospective proposers shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and shall not have conflicts of interest.

3.6 LIABILITY PROVISIONS: Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.

3.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION: By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

- A. Prices in this offer 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 competitor;
- B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and;

C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

- 3.8 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 3.9 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.
- 3.10 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER):** A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested. Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.
- 3.11 COUNTY BUSINESS LICENSE REQUIREMENT:** A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information. 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.
- 3.12 INSURANCE PROVISIONS:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal.

Chatham County evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. Chatham County is *not* to be included as a named insured on Contractor's policies.

A certificate of insurance regarding this Request for Proposal shall include the following:

- A. *Worker's Compensation:* Statutory, with a minimum Employer's Liability limit of \$500,000.
- B. *Commercial General Liability:* \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- C. *Business Automobile:* \$1,000,000 Combined Single limit written on an "Any Auto" basis.

D. *Fidelity Bond/Professional Liability*: \$3,000,000 Covers lost due to crime or dishonesty by employee of/or the CONTRACTOR.

- 3.13 INDEMNIFICATION:** The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.
- 3.14 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part of a resulting contract.
- 3.15 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, 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 Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 3.16 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 3.17 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to 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 progress or completion of the work as more fully described in the contract document.

- C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

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

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

This _____ day of _____ 20__.

BY: _____
SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

**SECTION IV
SCOPE OF SERVICES**

EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS SECTION

4.1 PURPOSE:

A disastrous event in Chatham County and/or Southeast Georgia, regardless of cause (natural, man-made, or technological), will require a extensive response by local governments over an extended period of time to mitigate life-safety issues, the adverse effects to real property, damage to the County's infrastructure, and the environment. Response operations may also requires the basic essential necessities of life (food and water) are made available to the affected population. The procurement and effective distribution of resources needed to support an emergency response by the County required an established logistics framework, and the trained/professional staff capable of supporting the County's Emergency Operations Plan.

The Chatham County Emergency Management Agency seeks to contract the services of a qualified licensed, bonded, and insured contractor that upon activation provides technical support and the trained/professional staff required to expand the operational capabilities of the Chatham County Emergency Operations Center Logistics Section when activated. Time lines or suspense time indicated are not negotiable. For other areas where times or suspense times may be applicable or not mentioned, the contractor may provide time lines as part of their proposal. The selected firm shall be required to provide the necessary resources to adequately support disaster operations throughout Chatham County. There are also eight (8) municipalities within Chatham County, which may or may not desire to coordinate assistance through this contract. Assistance shall also include planning, coordination, resource procurement and accountability, logistics, warehousing, maintenance and equipment.

Additional information pertaining to Chatham County may be found on our website <http://purchasing.chathamcounty.org>. Please go to the Chatham Emergency Management Agency website <http://chahtamemergency.org>, to view the Emergency Management Plans for details about emergency response and recovery procedures adopted by Chatham County.

4.2 PERFORMANCE PERIOD

The contractor shall commence work immediately upon activation of the contract, in part or in whole, for the duration of the event. The scale of the event shall be determined by the County. This contract will be on a contingency basis.

4.3 SCOPE OF WORK

The contractor shall have the ability to provide a trained/professional staff for the following positions in the EOC Logistics Section during activation:

- 4.3.1 EOC LOGISTICS SECTION CHIEF.** Facilitates all Logistics Section Operations through the acquisition, transportations, and mobilization of resources to insure incident

personnel have the equipment, supplies, transportation, rest, and nutrition needed to meet incident objectives. Responsible for coordinating all Section activities including:

1. Communications
2. Food & Water
3. Medical
4. Facilities
5. Ground Support
6. Resources & Supply

4.3.2 **EOC DEPUTY LOGISTICS SECTION CHIEF**; when required responsibilities are the same as the Logistics Section Chief.

4.3.3 **EOC LOGISTICS SERVICES BRANCH DIRECTOR**; when required, facilitates Service Branch Operations and coordinated the Branch activities including;

1. Communications
2. Food & Water
3. Medical

4.3.4 **LOGISTICS SUPPORT BRANCH DIRECTOR**; when required facilitates Support Branch Operations coordinates Branch activities including:

1. Facilities
2. Ground Support
3. Resources & Supply

4.3.5 **COMMUNICATIONS UNIT LEADER**. Prepares and implements the Incident Communications Plan (ICS-205), distributes and maintains communications equipment, supervises the Incident Communication Center, and establishes adequate communications over the incident.

4.3.6 **FOOD & WATER UNIT LEADER**. Supplies the food and potable water for all incidents facilities and personnel, and obtains the necessary equipment and supplies to operate food services facilities at Bases and Camps.

1. Food Safety
2. Food Stamps

4.3.7 **MEDICAL UNIT LEADER**. Develops the Medical Plan (ICS-206), provides first aid and light medical treatment for personnel assigned to the incident, and prepares procedures for a major medical emergency.

4.3.8 **FACILITIES UNIT LEADER**. Establishes and maintains required facilities to support the incident. Provides managers for the incident Base and Camps. Also responsible for coordinating facilities security and facility maintenance services such as sanitation,

lighting, and cleanup.

- 4.3.9 **GROUND SUPPORT UNIT LEADER.** Prepares the Incident's Transportation Plan. Arranges for, activates, and documents the fueling, maintenance, and repair of ground resources. Coordinates the transportation of personnel, supplies, food, and equipment.
- 4.3.10 **RESOURCES & SUPPLY UNIT LEADER.** Orders, received, stores, and distributes supplies, services, and nonexpendable equipment. All resource orders are placed through the Supply Unit. Conducts all check-in activities and maintains inventory, accountability, and status of supplies, equipment, and all incident resources.

4.4 PROPOSAL CONTENTS

To be considered for award, all proposals must include, as a minimum the following information:

1. The proposal must include a statement of the Contractor's proposed approach and schedule to accomplish the tasks as set forth in the Scope of Work including response times for travel, initial set-up, and starting of project and or service.
2. The Contractor must propose a fee schedule for professional services and all related expenses and recurring costs necessary to accomplish the project.
3. The proposal must include a detailed item by item response to each specific element in the scope of work.
4. The proposal must contain a list of references for projects similar in nature to this request.
5. After the contract has been awarded, the selected Contractor shall develop an initial presentation that provides:
 - a. An overview briefing to the Chatham County Emergency Management Department and other staff deemed necessary.
 - b. The Contractor shall provide electronic and hard copies of the presentations to Chatham County Emergency Management including all handout materials.
 - c. The Contractor will be prepared to make their presentation within sixty (60) days upon the award of this contract.
 - d. The Contractor shall coordinate contact information with appropriate representatives of the Chatham County Emergency Management staff. Contact information will include names, telephone numbers, and email addresses for the agency and the contractor.
6. The awarded contract shall not be considered exclusive and Chatham County retains the right to obtain similar services from additional Contractors. The Contractor may be called upon throughout the contract term to render services to assist the County with special

needs and events for other than full-scale disasters.

7. The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. Information that the County deems necessary in order to make a determination shall be provided by the firms upon request.
8. It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

4.5 **INFORMATION FOR VENDORS**

Contractors are invited to propose services that they are qualified to perform. The County reserves the right to split the award of the resulting contract award a service to multiple contractors. All proposals, best value solicitations should be complete and carefully worded and should convey all of the information requested by the County. If significant errors are found in the vendor's proposal, or if the proposal fails to conform to the essential requirements of the Best Value Solicitation, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal. Proposals should be prepared simply and economically, providing a straight forward, concise description of vendor's capabilities to satisfy the requirements of the Best Value Solicitation. Emphasis should be on completeness and clarity of content. Proposals which include either modifications to any of the contractual requirements of the Best Value Solicitations or a Contractor's standard terms and conditions may be deemed non-responsive and therefore not considered for the award.

SECTION V SELECTION CRITERIA

5.1 DESCRIPTION AND OBJECTIVES: The Chatham County Emergency Management Agency is seeking firms interested in providing Professional Logistics Response and Support Operations for Chatham County.

5.2 METHODOLOGY: The procurement described herein is being conducted as a Request for Proposals through professional services selection, a method of selecting professional services as provided in *The Chatham County Purchasing Ordinance and Procedures Manual*. This will be a two-step process, a summary as follows:

STEP ONE- ACCEPTANCE AND EVALUATION OF PROPOSALS: The Evaluation of proposals will be conducted by an evaluation committee of qualified County staff, or other persons selected by the County. In **Step One** the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and those scoring 100 points or better will continue to **Step two**.

STEP TWO- OPENING OF SEALED BIDS: If it is determined, a minimum of three (3) or

more proposals are responsive to be finalists for further consideration, their Fee Schedule will be opened and scored. A maximum of twenty-five (25) points will be scored for the lowest prices proposal. In the event there are less than three (3) responsive proposals, the committee will award five (5) points and will give further consideration to those proposals receiving less than 75 points in Step One. The committee will conduct discussions, for clarification purposes only, with the finalist and re-score and re-rank the finalists proposal. The first ranked bidder/proposal resulting from this process will be recommended to the County Board of Commissioners for award.

Bidder/Proposers or Finalist may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only. Interviews with the Evaluation Committee, if conducted, will be scored with a maximum of twenty-five (25) points.

The recommended contractor may be required to appear before the County Commission to answer questions prior to contract award. The County reserves the right to award more than one contract. Information and references submitted will be considered in the award.

The County may requires additional information and bidder/proposers agree to furnish such information. The County reserves the right to award the contract to that bidder/proposal who offer the best value and best serves the interest of the County. The County reserves the right, based upon deliberation and opinion, to accept or reject any or all proposals. The County also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

5.3 A PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted at **10:00 A.M., 7 June 2011, in the Purchasing and Contracting Suite C, 1117 Eisenhower Drive, Savannah, Georgia, 31406**, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance. Firms are encouraged to attend.

5.4 PROPOSAL DEADLINE: The response to the Request for Proposal must be received by the Chatham County Office of Purchasing and Contracting no later than **2:00 P.M., 21 June 2011**. Any proposal received after the time stipulated will be rejected and returned to the proponent. The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time.

5.5 WITHDRAWAL OF PROPOSAL: Proposals may be withdrawn by submitting a written request to the County prior to the stated deadline for the receipt of proposals. Withdrawal of a proposal by any firm will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.

5.6 CONFIRMATION OF ACCEPTANCE: By written confirmation, please note the following acceptance within the proposal (a signed statement will be sufficient):

1. Your firm/organization/joint venture consents that proposals shall not be accepted from any company, firm, person, or party, parent or subsidiary, against which the County has an

outstanding claim, or a financial dispute relating to prior contract performance with the County. At any time the County discovers such a dispute during any point of evaluation, the proposal will not be considered further.

2. Through a statement of disclosure, your firm/organization/ joint venture shall provide sufficient detail of any relationship, especially financial, between members of your firm and any county employees or their family members. This will allow the County to evaluate possible conflicts of interest. However, it will remain at the county's discretion whether the extent of any conflict of interest remains substantial to disqualify any proposal.

5.7 CONFIDENTIALITY OF DOCUMENTS: Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. ***The particulars of the proposal documents will remain confidential until award of the contract. All open record requests must be submitted in writing to the attention of the Purchasing Agent. Any information contained in proposal that is considered by Proponent as “proprietary” and is to remain confidential shall be clearly identified and justified.*** The Chatham County Attorney will make the final decision upon the legality of “confidential” or “proprietary” components.

5.8 REQUIREMENTS OF THE PROPOSAL: Step One All proposal must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of this Solicitation. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by the bidder/proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will not be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the Best Value Solicitation number, due and open date, and the Solicitation title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2 etc.

Step Two: The contractor must include their project management rates and fees required for professional services and all related expenses necessary to accomplish the project. List management costs as a separate cost associated with the cost for wash supply item, material and subcontractor services. All proposals shall have a second seal envelope (white) with “Sealed Bid” and the Best Value Solicitation number clearly written or typed on the outside.

5.9 FORMAT FOR RESPONSES: To be considered, contractors must submit a complete response to the Request for Best Value Solicitation. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

Proposal Pages - Signature Page

Part I Proposal pages - Technical Information

- Part II Questionnaire
- Part III Proposal Pages - Cost Information
- Part IV Attachments - A thru C, Also include Current Georgia Business License and Insurance Certification.

Each proposal must be submitted in one (1) original and six (6) copies bound to:

Ms. Victoria D. Godlock, CPPB, MPA
 Procurement Specialist
 Chatham County Purchasing Department
 1117 Eisenhower Drive, Suite C
 Savannah, GA 31406
 (912) 790-1624

Technical questions relating to the proposal may be directed to the County in writing through the Purchasing Agent, Telephone inquiries may be directed to Ms. Victoria D. Godlock, CPPB, MPA Procurement Specialist, Purchasing at (912) 790-1624.

- 5.10 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of the Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.
- 5.11 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 5.12 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:

 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or martial status.
- 5.13 PERFORMANCE BOND/PAYMENT:** The County reserves the right to require a Performance Bond and Payment Bond when deemed necessary in the best interest of the contract, by the Board of Commissioners.

SECTION VI SPECIAL CONDITIONS

- 6.1 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.

- 6.2 TERM OF CONTRACT:** It is the intent of the County to award a two (2) year term contract, with an option for up to three (3) one (1) year extensions, which shall commence immediately upon the County's approval and signing of the contract. Each one (1) year extension shall be agreed upon , in writing, by each party prior to the expiration date of the current contract that is in effect. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted.
- 6.3 PROPOSALS MUST BE RESPONSIVE TO:** In responding to this proposal, each bidder/proposer shall include their understanding of the County's needs for Emergency Disaster Response and Recovery Services and their overall approach to those needs.

PART I PROPOSAL PAGES/ TECHNICAL PROPOSAL

A. Understanding Scope of Service:

The bidder/proposer fully understands the scope of services required for emergency disaster assistance; understands how these services effect a County and the economic impact; understanding the need to work with County Officials and other Municipalities the community; and the willingness to design the best response plan to meet the County's needs in the event of a disaster.

B. Expertise of Staff:

Describe the qualifications and experience of key personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, and local codes, laws and regulations governing the work, especially any business relationships with FEMA representatives, past or present. Also list the positions titles and the number of support personnel available that will work on this contract.

C. Performance

Bidder/proposal shall provide at least three (3) references/ and or current list of clients for references to demonstrate the company's long term commitment. Include all state of Georgia (Local/State) government agencies, or departments, where you currently are or previously were under contract for your services. Bidder/proposals shall provide a listing of alliances or affiliations which will be used for this

D. Managerial Capabilities

The proposal must include a statement of the Contractor's proposed approach and schedule to accomplish the tasks as set forth in the Scope of Work. The proposal must include a detailed, item

by item response to each specified element listed in the Scope of Work (Section 4.3).

PART II PROPOSAL PAGES/QUESTIONNAIRE

A. Prior Experience:

List those persons who will have an executive or senior management by title and responsibilities and site or field managers or supervisors by title and responsibilities. A summary of experience and qualifications must accompany your proposal.

B. Law Suits:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

- a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:
- b. List all judgments from lawsuits in the last five (5) years which are concerned directly with the staff or part of your organization proposed for the contract.

C. Fee Sheet:

The contractors must include their project management rates and fees required for professional services and all related expenses necessary to accomplish the project (see Scope of Work Section 4.3). List management costs as a separate cost item associated with the cost for each supply item, material, and subcontractor services.

D. Miscellaneous Requirements:

The Contractor shall perform all services in a professional and competent manner and in compliance with all applicable laws, ordinance, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all its own operating costs and is responsible for all permit, license fees, and maintenance of its own subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for support contracted operations, on-site management staff to work with the Chatham County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and

local laws, rules, practices, licensing requirements and regulations.

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Best Value Solicitation by Chatham County.

7.0 METHOD OF EVALUATION:

The following factors will be considered by the Evaluation Committee in the evaluation of this proposal. Proponents will be evaluated initially on the basis of the written proposals received. Minimum qualifications as described herein must be met. Further evaluation may include an oral presentation by those firms deemed most responsive to the RFP. Consideration will be given, but not limited to, the following criteria in evaluating the responsiveness of each proposal:

- 7.0.1 The Contractor's professional qualifications and experience in the field of Logistical Operations and Management
- 7.0.2 The Quality and effectiveness of the Contractor's proposal approach to accomplish the tasks out forth in the Scope
- 7.0.3 Record of the firm's quality of work, as evidence by reviews of client references
- 7.0.4 Firm Interview/Oral presentations (if requested).
- 7.0.5 Fees for services are considered to be fair and reasonable. Please Note: Fees will only be considered from the "pre-qualified" short- list of firms established as part of Step 1 and Step 2

**SECTION XIII
EVALUATION AND AWARD
EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS SECTION
FOR CHATHAM COUNTY EMERGENCY MANAGEMENT DEPARTMENT (CEMA)**

8.1 EVALUATION: Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by an Evaluation Committee. A description of the factors which will be analyzed, and the relative weight for each factor follows.

STEP 1: PROPOSAL SUBMITTAL (TOTAL POSSIBLE POINTS: 105):

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications:</i> Engaged in providing the services for a minimum of five (5) years.	15
<i>Expertise of Staff:</i> Describe the qualifications and experience of key personnel that will provide services, demonstrated knowledge and understanding of the types of services to be performed; Local Firm Presence; Commitment to M/WBE. Financial Stability. Additional information relevant to the firm's capacity.	15
<i>Performance Past/Present:</i> Previous experience in similar or related work, local codes, laws, and regulations governing the work, especially any business relationships with FEMA representative, past or present.	10
<i>Managerial Capabilities:</i> Show evidence of the company's ability to manage task simultaneously and expeditiously; If the company has additional contracts for service in other states or countries; approach to problem, task resolution and teamwork.	15
<i>Service to be Provided:</i> Provide a detailed list of all the services that company is able to provide and briefly outline these services to be accomplished.	15
<i>Price Proposal:</i> Provide a complete, all inclusive cost for all services to be provided as outlined; Include all hourly rate charges for personnel, equipment and vehicles.	10
<i>Understanding Scope of Service:</i> Fully understand the scope of services required for emergency disaster assistance; under how these services effect a County and the economic; understanding the need to work with County officials and other Municipalities in the community;	15
<i>References:</i> Provides a minimum of three (3) references, for similar projects within the last five (5) years, who can attest to the company's knowledge, quality of work, timeliness, diligence, working relationships, and flexibility. Provide the organization's name contact persons, phone numbers and the date and type of service performed.	5
<i>Extra Points:</i> Provides Opportunity for Local Minority/Women Participation	5
<i>Total Possible Points</i>	105

STEP 2- INTERVIEWS/PRESENTATIONS- IF REQUIRED (TOTAL POSSIBLE POINTS: 15)

**PART III
COST INFORMATION
BEST VALUE SOLICITATION
CHATHAM COUNTY, GEORGIA
NO. 11-12-3**

**EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS SECTION
FOR CHATHAM COUNTY EMERGENCY MANAGEMENT DEPARTMENT (CEMA)**

I have read and understand the requirements of this proposal, BVS #P11-12-3, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

YEAR 1 - FY2012: _____ /TOTAL*

YEAR 2 - FY2013: _____ /TOTAL*

YEAR 3 - FY2014: _____ /TOTAL*

YEAR 4 - FY2015: _____ /TOTAL*

YEAR 5 - FY2016: _____ /TOTAL*

TOTAL:

* Price is all inclusive (labor, supplies, travel, per diem, insurance, etc.) based on the delivery schedule and services proposed. Additional cost should be enclosed as itemized unit cost.

PAYMENT FOR SERVICES WILL BE MADE IN ACCORDANCE WITH THE DELIVERABLE SCHEDULE AS FOLLOWS:

FIRM NAME: _____

PROPOSER: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY BUSINESS ENTERPRISE? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

ATTACHMENT "A"

DRUG FREE WORKPLACE CERTIFICATION

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

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

BVS 11-12-3 EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS SECTION FOR CHATHAM COUNTY EMERGENCY MANAGEMENT DEPARTMENT (CEMA)

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 (**BVS 11-12-3 EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS SECTION FOR CHATHAM COUNTY EMERGENCY MANAGEMENT DEPARTMENT CEMA**), 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 an 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.

PROJECT: BVS 11-12-3 EMERGENCY OPERATIONS STAFF AUGMENTATION OF THE LOGISTICS SECTION FOR CHATHAM COUNTY EMERGENCY MANAGEMENT DEPARTMENT (CEMA)

PROPOSER: _____

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"

MINORITY/WOMEN BUSINESS ENTERPRISE ASSURANCE STATEMENT

(Sample- Original to be provided on Company Letterhead)

SUBJECT: Best Value Solicitation for Logistics Response and Support Services for Chatham County Emergency Management Agency (CEMA).

The _____, having submitted a proposal for the above referenced
(Company)

project, states that, contingent upon award of this contract to our company, we plan on Minority/Women Business Enterprise (M/WBE) participation as follows:

M/WBE Subcontractor(s)	Minority (African-American) Goal- 12%	Woman Owned Goal- 5%
1. Firm Name: _____ Address: _____ Phone Number: _____ Work to be performed: Dollar Value:		
2. Firm Name: _____ Address: _____ Phone Number: _____ Work to be performed: Dollar Value:		
3. Etc.		

For this contract, the M/WBE goal is _____%. The total dollar value of M/WBE participation listed above is \$ _____ which is _____ % of the total bid amount. Completed schedules for use in certifying M/WBE are enclosed, or have been previously filed for each of the firms shown above. If the above listed M/WBE firms are not certifiable, we shall immediately seek another certifiable M/WBE firm.

Sincerely,

(Signature)

(Title)

(Date)

ATTACHMENT "E"

Contractor Affidavit and Agreement (Example):

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 (Example):

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

Name of Authorized Officer or Agent Printed

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

Notary Public
My Commission Expires: _____

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

ATTACHMENT "G"

DISCLOSURE OF RESPONSIBILITY STATEMENT

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

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

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

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

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

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

6. List any contracts not completed on time.

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

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

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

of _____, declare under oath that
Company Name

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

Signature

State of _____

County of _____

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

2008 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

A Bid Bond for five percent (5%) of the amount of the bid **is not** required to be submitted with each bid.

A Performance Bond for one hundred percent (100%) of the bid **may be** required of the successful bidder.

The Bidder certifies that he/she has examined all documents contained in this bid package, and is familiar with all aspects of the proposal and understands fully all that is required of the successful bidder. The Bidder further certifies that his/her bid shall not be withdrawn for thirty (30) days from the date on which his bid is publicly opened and read.

The Bidder agrees, if awarded this bid, he/she will:

- A. Furnish, upon receipt of an authorized Chatham County Purchase Order, all items indicated thereon as specified in this bid proposal for the bid amount, or;
- B. Enter a contract with Chatham County to do and/or furnish everything necessary to provide the service and/or accomplish the work as stated and/or specified in this bid proposal for the bid amount, and;
- C. Furnish, if required, a Performance Bond, and acknowledges Chatham County's right to require a Performance Bond of a specific kind and origin, and;
- D. Forfeit the amount of the Bid Bond if he/she fails to enter a contract with Chatham County as stated in (B) above, within fifteen (15) days of the date on which he/she is awarded the bid, and/or;
- E. Forfeit the amount of the Performance Bond if he/she fails to execute and fulfill the terms of the contract entered. The amount of forfeiture shall be:
 - 1. The difference between his/her bid and the next lowest, responsible bid that has not expired or been withdrawn, or;
 - 2. The difference between his/her bid and the amount of the lowest, responsible bid received as a result of rebidding, including all costs related to rebidding.

COMPANY	DATE
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SIGNATURE	TITLE
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TELEPHONE

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.

Bid Number	<u>11-12-3</u>	Signature	_____
		Firm Name	_____
Commodity number, or name:			_____
<u>Emergency Operations Staff Augmentation</u>		Telephone Number	_____

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

LEGAL NOTICE

CC NO. 164486

Chatham County, Georgia seeking proposal from responsive and qualified firms that will provide the Best Value for a contract to provide services associated with “ Emergency Operations Staff Augmentation of the Logistics Section for Chatham County Emergency Management Agency (CEMA)” as a result of a catastrophic event. No. BVS# 11-12-3.

A PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted at **10:00 A.M. 7 JUNE 2011, in the Purchasing and Contracting Suite C, 1117 Eisenhower Drive, Savannah, Georgia, 31406**, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance. Firms are required to attend. Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Proposal Conference.

Proposals are due by **2:00 P.M., 21 JUNE 2011** and must be mailed or hand delivered to the Chatham County Purchasing Office, 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 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 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
CHATHAM COUNTY, GEORGIA**

Savannah News- INSERT: 18, 26 May 2011; 3 June 2011

NEWS ONLY-

Please send two copies of affidavit to:

Chatham County Purchasing Department
P.O. Box 15180
Savannah, GA 31416
(912) 790-1624