

INVITATION TO BID

PROPOSAL

BID NO. 13-0085-3

**CONTRACT TO REBUILD THE FRANK SPENCER PARK FISHING PIER FOR CHATHAM COUNTY
PUBLIC WORKS AND PARK SERVICES**

MANDATORY ON-SITE PRE-BID CONFERENCE: 10:30 A.M., SEPTEMBER 26, 2013
BID OPENING: 2:00 P.M., OCTOBER 9, 2013

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORIL L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

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

GENERAL INFORMATION AND INSTRUCTIONS TO BID

SURETY REQUIREMENTS

PROPOSAL

BID SCHEDULE

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

LEGAL NOTICE

AFFIDAVIT OF PAYMENT

ATTACHMENTS: A: DRUG FREE WORKPLACE; B: NONDISCRIMINATION STATEMENT; C: DISCLOSURE OF RESPONSIBILITY; D: CONTRACTOR AFFIDAVIT/AGREEMENT; E: SAVE FORM; F: DEBARMENT FORM; G: M/WBE PARTICIPATION FORM; H: LOBBY AFFIDAVIT

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

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate 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

TITLE: _____

COMPANY: _____

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

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Woman _____

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

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

Date: SEPTEMBER 12, 2013

BID NO. 13-0085-3

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, at the **Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, up to 2:00 P.M., OCTOBER 9, 2013** at which time they will be opened and publicly read. The County reserves the right to reject all bids that are non-responsive or not responsible. **The County reserves the right to reject any and all bids and to waive formalities.**

Instructions for preparation and submission of a bid are contained in this Invitation for Bid package. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink.

A MANDATORY ON-SITE PRE-BID CONFERENCE has be scheduled to be conducted **at the Chatham County Frank Spencer Park, Island Expressway, Savannah Georgia, 31404 on SEPTEMBER 25,2013 at 10:30AM**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

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

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

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 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: All bids shall be:

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

**Chatham County Purchasing and Contracting
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 RESPONSIBLE/RESPONSIVE BIDDER:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform
- 1.11 COMPLIANCE WITH LAWS:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County stature, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.12 CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they

will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents

1.13 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.”

1.14 MINORITY/WOMAN BUSINESS ENTERPRISE PARTICIPATION: Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and woman owned businesses, through MBE/WBE 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.

1.15 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.

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

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

- 1.17 PAYMENT OF TAXES:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 9, 1994.
- 1.18 IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, Section 2) became effective. Contractors and Subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

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

Protection of Resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (IN) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the IN, 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.

- 1.19 SURCHARGE:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA., with all delivery handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of the bid; The County will not pay additional surcharges.

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the

requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

- 2.2 MULTIPLE BIDS:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Agent's attention during the pre-bid conference or submitted to in writing at least five (5) days preceding the bid opening date.
- 2.3 PRICES TO BE FIRM:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.
- 2.4 COMPLETENESS:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.5 QUALITY:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.6 GUARANTEE:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, 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.
- 2.7 LIABILITY PROVISIONS:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.8 CANCELLATION OF CONTRACT:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.9 PATENT INDEMNITY:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.

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

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and;
3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be submit a bid for the purpose of restricting competition.

2.11 AWARD OF CONTRACT: The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal best serves the interest of Chatham County.

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

2.13 QUALIFICATION OF BUSINESS (RESPONSIBLE BIDDER OR PROPOSER): A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

2.14 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.

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

2.15 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.**

2.15.1 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).

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

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

2.15.3 Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any

contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.

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

2.16 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.

2.17 SIGNED BID CONSIDERED OFFER: The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing 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.

- 2.18 NOTICE TO PROCEED:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 PAYMENT TO CONTRACTORS:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to the Finance Department at (912) 652-7905 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.
- 2.20 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.

The vendor and their bid price in response to the ITB will be read allowed at public bid openings. After Bid Tabulations, the ITB shall be available for public viewing.

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

- 2.21 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.

- 2.22 **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.

SECTION III GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

- 3.1 **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.
- 3.2 **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.

- 3.3 **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.
- 3.4 **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.

3.5 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.

3.6 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.

3.7 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.

- 3.8 CONTRACT PERIOD:** (** N/A**) The contract period will be for a period of one (1) year annual with automatic renewal options for four (4) additional one year terms upon agreement of all parties.
- 3.9 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.
- 3.10 PRICE CHANGE:** 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 increase must be submitted to the Purchasing Agent not less than twenty (20) days prior to the effective date of any such requested price change.

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.

- 3.11 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 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 canceled on the scheduled expiration date.

- 3.12 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 to Chatham County.

3.13 BONDS: (Check where applicable) *****N/A***CHATHAM COUNTY RESERVES THE RIGHT TO REQUEST A PAYMENT AND PERFORMANCE BOND**

- 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.

3.14 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.

3.15 Warranty Requirements: (Check where applicable):

- A. Provisions of item 2.13 apply.
 - B. Warranty required.
- X
- 1. Standard warranty shall be offered with bid.
 - 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be

listed separately on the bid sheet.

3.16 Terms of Contract:

- A. Annual Contract (With renewal options for four (4) additional one (1) year terms if all parties agree)
- B. One-time Purchase
- X 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. 13-0085-3

CONTRACT TO REBUILD THE FRANK SPENCER PARK FISHING PIER FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES

4.1 GENERAL SPECIFICATIONS:

Chatham County Public Works and Park Services request bids to rebuild the Frank Spencer Park Fishing Pier.

4.2 SCOPE OF WORK: Base Bid work to include partial demolition of existing timber pier-head to include all decking, handrails, and stringers & the installation of new timber stringers, decking and new handrail system, etc. as indicated on the plans. The contractor is to perform all work, complete in every respect required for the completion of the work. All work to be accomplished within 60 days of Notice to Proceed.

4.3 PROJECT CONDITIONS: The project site is constrained by wetlands, and wooded areas. The Contractor is to perform the demolition and removal operations in a manner to prevent damage to the adjacent properties.

4.4 MEASUREMENT AND PAYMENT: Demolition, hauling, and disposal of the debris will be paid for in the Lump Sum price for the project.

4.5 PREPARATION:

- A. Contractor shall verify all existing conditions at the site, and examine adjoining property and structures which will in any way affect the completion of this Work.
- B. Contractor shall report in writing to the Project Manager any condition which will prevent the proper completion of the Work.
- C. Contractor must notify Project Manager of any damages to the existing pier and adjacent structures not part of the project in order to waive responsibility.

4.6 CONTRACTOR RESPONSIBILITIES: Coordinate all work with the Project Manager. The Frank Spencer Park is a public park and shall remain open during the construction duration.

4.7 PROTECTION OF ADJACENT PROPERTY AND UTILITIES:

- A. Work to protect existing structures and adjacent property against damages from any cause.

- B. Take precautions to guard against movement or settlement of existing structures.
- C. Be responsible for safety and support of existing structures; be liable for any movement or settlement.
- D. If, at any time, safety of existing structures appears endangered, cease operations and notify Project Manager.
- E. Repair any damage done to structures and property by reason of required safety measures.

4.8 WORK SEQUENCE:

- A. Sequence all work to complete work within time limits set forth in the Contract Documents.
- B. Sequence of work may be adjusted by the Contractor as needed to complete the work as economically as possible provided the completion dates established in the Contract Documents are met.

4.9 CONTRACT TIME: Commence Work immediately upon receipt of executed contract.

4.10 JOINT USE OF WORK AREA:

- A. Contractor shall perform the work in a manner to cause the least interference with the other areas of the Park. The Contractor is expected to coordinate with the Owner in regards to work performed.
- B. By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the work conditions and accepts said conditions.

4.11 AVAILABILITY OF SITE: Contractor is expected to order materials within 10 days of Notice to Proceed and start work within five (5) business days of receipt of materials.

4.12 WORK SEQUENCE: Sequence work to complete all work within the time limits specified and as indicated on the plans. Sequence of the work may be adjusted by the Contractor as necessary and with approval of the Project Manager to complete the work as economically as possible provided the completion date specified is met and within the guidelines indicated on the plans.

4.13 SALVAGEABLE MATERIALS: There are no salvageable materials for the Owner.

4.14 UNSAVAGEABLE MATERIALS:

- A. Unsalvageable material and debris shall become the property of the Contractor.
- B. Dispose of unsalvageable material and debris off-site in an approved manner.
- C. Do not permit debris and unsalvageable material to accumulate on site.

- D. Do not drop unsalvageable material and debris into the waterways or marsh.

4.15 CONTRACTOR'S USE OF PREMISES:

- A. Confine all operations, including access and temporary storage of equipment, to the location and work limits and as directed by the Project Manager.
- B. Park equipment and vehicles owned by the Contractor and his employees as directed by the Project Manager.
- C. The Contractor agrees to adhere to and enforce all applicable local, state and federal safety rules and regulations. The Contractor is required to ensure that all employees and/or sub-contractors are fully knowledgeable of all applicable local, state and federal safety rules and regulations. Any accidents, injuries, fires, or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to the project Manager.

4.16 OWNER'S LIASON:

- A. The Project Manager will designate personnel to act as his representative during the work.

4.17 ENVIRONMENTAL PROTECTION:

- A. Protect river, canals, wetlands, and drainage areas from physical and/or chemical damage.
- B. If any material, equipment or debris is sunk, even though by accident, in waterways, suitably mark the area and commence recovery operations.
- C. Do not dispose of debris in waterways.
- D. Use suitable means to protect river, canals, etc. from demolition and painting operations.

4.18 TEMPORARY FACILITIES:

- A. There are existing toilet facilities at the site.
- B. Maintain in good condition all means of access used for the execution of the Work.
- C. Provide temporary storage and work sheds if required for the necessary execution of the Work. Locate sheds where approved by the Project Manager.
- D. Upon completion of the Work, remove all temporary facilities from the site.
- E. Repair all areas damaged by the erection, use, and removal of temporary facilities; make repairs to the satisfaction of the Project Manager.

4.19 CLEANING:

- A. Maintain the premises and project site in a reasonably neat and orderly condition, free from accumulations of waste materials and debris during the entire construction period.
- B. All trash and debris shall be disposed of off-site.
- C. Upon completion of the Work, remove all temporary sheds, structures, fences, surplus materials and rubbish of every kind due to the construction from the site.

4.20 QUALITY ASSURANCE: A certificate from the wood preserving company attesting that all lumber and timber has been treated in accordance with these specifications shall be delivered to the Engineer prior to delivery of any timber to the site.

4.21 DELIVERY, STORAGE, AND HANDLING:

- A. Store materials on site in Contractor's staging area provided by the Owner. Lumber and timber shall be stored in stacks, and shall be close stacked so as to prevent warping. Maintain storage area and store materials in accordance with AWPA M4.
- B. Handle treated lumber and timber in accordance with AWPA M4 and in such a manner as to prevent sudden dropping, breaking of outer fibers, bruising, or penetration of the surface. Cant hooks, peavies, pikes, hooks, or wire rope shall not be used.
- C. Repair damage to treated lumber and timber in accordance with AWPA M4.

4.22 LUMBER & TIMBER:

- A. Structural lumber and timber shall contain only sound wood free from any form of decay. All lumber and timber shall be Southern Yellow Pine, and its Association grading rules shall conform to the basic provisions of PS 20-77.
- B. All lumber and timber shall be of the following grades as set forth in the latest edition of the SPIB Grading Rules:
 - 1. Timber Stringers, Decking, Handrails, and miscellaneous lumber: Dimension Lumber, Select Structural MC 19, dressed S4S.
- C. Contractor is to inspect materials delivered to the site and cull any defective or otherwise deficient lumber for straightness and quality. Lumber with excessive wane, checking, knots, warping or not meeting the desired quality and appearance are not to be installed. Any lumber installed deemed to be deficient or defective by the Project Manager shall be removed and replaced at no additional cost to the Chatham County.

4.23 PRESERVATIVE TREATMENT: All lumber and timber shall be pressure treated with Chromated Copper Arsenate (CCA) in accordance with AWPA Standard C2. A certificate from the wood

preserving company attesting that the lumber and timber products have been treated in accordance with these specifications shall be submitted to the Engineer prior to installation of any lumber. Minimum retentions shall be as follows:

1. Stringers, Decking, Handrailing,: 0.6 CCA, ACQ, or approved equal
2. Cross-bracing: 2.5 CCA

4.24 ACCESSORIES:

- A. All hardware shall be hot double dipped galvanized in accordance with ASTM A 153.
- B. Bolts: Low carbon steel conforming to ASTM A 307. An ogee washer shall be used under all nuts which would otherwise come in contact with wood.
- C. Nails: Common ring shank nails equivalent to those manufactured by Maze nails.

4.25 PREPARATION:

- A. The Contractor shall be responsible for making all field measurements required to accurately construct the timber systems as shown on the drawings.
- B. The Contractor shall be responsible for the accurate layout of lines and elevations necessary to construct the system as indicated on the drawings.

4.26 PROTECTION OF TREATED TIMBER PRODUCTS:

- A. Conform to AWP A M4, except as modified hereinafter.
- B. Cuts and Abrasions: All field cuts and abrasions shall be brushed with three (3) coats of the preservative, each coat being allowed to soak in before application of succeeding coats.
- C. Bolt Holes: All bolt holes bored after treatment shall be poured full of the preservative. Horizontal holes may be filled by pouring the preservative through a bent funnel. When filling holes, temporarily plug the outlet. Any unfilled holes, after being treated with preservative, shall be plugged at each end with tight-fitting treated wooden plugs.

4.27 FRAMING AND BORING:

- A. All lumber shall be accurately cut and framed to a close fit in such a manner that the joints will have even bearing over the entire contact surfaces. Joints shall not be permitted in split caps and bracing. Joints in stringers shall be as detailed. No shimming will be permitted in making joints, nor will open joints be accepted.
- B. Holes for machine bolts shall be bored with a bit the same diameter as the bolt, or up to 1/16 inches larger than the bolt diameter. Holes for drift bolts or pins shall be bored with a bit 1/8-inch less in diameter than the drift bolt to be driven. Holes for lag bolts shall be bored with a bit equal to shank diameter for the treated portion.

4.28 TEMPORARY ATTACHMENT:

The driving of nails or spikes into treated timber for the attachment of forms or temporary bracing will not be allowed, unless approved by the Engineer. Whenever such procedure is approved, the holes formed shall be filled by driving galvanized nails or spikes flush with the surface, or plugging holes as specified in Paragraph 3.2.

4.29 WORKMANSHIP

- A. All workmanship shall be first class. Only competent and experienced carpenters shall be employed in the work.
- B. All framing shall be true and exact.
- C. Nails and spikes shall be driven with just sufficient force to set the heads flush with the surface of the wood. Deep hammer marks in wood surfaces shall be considered evidence of poor workmanship and sufficient cause for replacement of the member in question, at the Contractor's expense.

4.30 COMMENCEMENT AND COMPLETION:

Work shall begin within ten days after receipt of “Notice to Proceed”. All work shall be completed within 60 business days after the notice to proceed.

4.31 REFERENCES

4.31.1 Vendor is required to provide a minimum of three (3) references which will consist of Agency Name, Procurement Contact person, Telephone Number and Fax Number. Chatham County reserves the right to contact any reference provided.

4.31.2 Vendor must have references for similar projects.

BID SHEET

**CONTRACT TO REBUILD THE FRANK SPENCER PARK FISHING PIER FOR CHATHAM COUNTY PUBLIC
WORKS AND PARK SERVICES
BID NO. 13-0085-3**

| Task: | Total |
|---|--------------|
| Demolish, Remove Debris and Rebuild the Fishing Pier at the Frank Spencer Ramp | |

NAME/TITLE

COMPANY NAME

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

DISCOUNT(S): _____

TERMS: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

RECEIPT OF ADDENDUM NOS. _____ HEREBY ACKNOWLEDGED.

BY: _____
VENDOR SIGNATURE

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: _____

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

CONTRACT TO REBUILD THE FRANK SPENCER PARK FISHING PIER 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 (**CONTRACT TO REBUILD THE FRANK SPENCER PARK FISHING PIER 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 _____

2011 by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

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

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or 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.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

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

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____ Bid No: _____

| M/WBE Firm | Type of Work | Contact Person/ Phone # | City, State | % | MBE or WBE |
|------------|--------------|----------------------------|-------------|---|------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

MBE Total _____ WBE Total _____% M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone ()
Fax ()

ATTACHMENT G

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

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

1.) _____ I am a citizen of the United States.

OR

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

OR

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

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

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

Attachment H

AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 165578

Chatham County, Georgia seeking proposal from responsive and qualified firms that will provide services associated with **“CONTRACT TO REBUILD THE FRANK SPENCER PARK FISHING PIER FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES,” ITB# 13-0085-3.**

A MANDATORY ON-SITE PRE-BID CONFERENCE: at the **Chatham County Frank Spencer Park, Fishing Pier, Island Expressway, Savannah Georgia, 31404 on, 10:30AM., SEPTEMBER 26, 2013** to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance.

Bids are due by 2:00 P.M., OCTOBER 9, 2013 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”.

MARGARET H. JOYNER, PURCHASING AGENT
CHATHAM COUNTY, GEORGIA

Savannah News- INSERT: 17 Sept 13