

INVITATION TO BID

PROPOSAL

RFP NO. 12-0026-3

**COMMERCIAL IRRIGATION SERVICES FOR THE CHATHAM COUNTY PUBLIC WORKS AND
PARK SERVICES**

PRE-PROPOSAL CONFERENCE: 10:00 A.M., 24 APRIL 2012

PROPOSAL OPENING: 2:00 P.M., 8 MAY 2012

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA
DOCUMENT CHECKLIST

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

X GENERAL INFORMATION AND INSTRUCTIONS TO BID

___ SURETY REQUIREMENTS

X PROPOSAL

X BID SCHEDULE

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

X LEGAL NOTICE

___ AFFIDAVIT OF PAYMENT

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

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

CURRENT TAX CERTIFICATE NUMBER _____
CITY _____
COUNTY _____
OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

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

BY: _____
SIGNATURE

DATE

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process. For additional information concerning Chatham County's M/WBE Program, please contact Arneja Riley, at (912) 652-7860.

How did you learn about this solicitation? Please check one

VMIS Email _____

Website _____

Newspaper _____

Direct Mail _____

Other _____

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

Date: 11 APRIL 2012

BID NO. 12-0026-3

GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL

This is an invitation to submit a bid or proposal to supply Chatham County with equipment, supplies and/or services as indicated herein. Sealed bids or proposals will be received at the **Office of the Purchasing Agent, 1117 EISENHOWER DRIVE SUITE C, Savannah, Georgia, up to 2:00 P.M., 8 MAY 2012** at which time they will be opened and publicly read. The Purchasing Agent reserves the right to reject any and all bids and to waive formalities.

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

A ***PRE-PROPOSAL CONFERENCE*** has been scheduled to be conducted at the **Chatham County Citizens Center, Purchasing and Contracting Department; Suite C, 1117 Eisenhower Drive Savannah, Georgia, AT 10:00 A.M., 24 APRIL 2012** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Bidders are encouraged to attend.

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

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

INSTRUCTIONS TO BIDDERS/PROPOSERS

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

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

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

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

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

- A. **Submit an original and one copy in a sealed opaque envelopes, plainly marked with the bid number and title, date and time of bid opening, and company name.**
- B. **Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**
 - A. **Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**

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

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

- A. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
- B. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- C. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

1.5 **FAILURE TO BID:** If a bid is not submitted, the business should return this invitation to bid document, stating reason

therefore, and indicate whether the business should be retained or removed from the County's bidders list.

- 1.6 ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.7 STANDARDS FOR ACCEPTANCE OF BID FOR CONTRACT AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.8 BID TABULATION:** Tabulations for all bids will be posted for thirty (30) days after the bid opening in the Office of the Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406 or can be reviewed on the Purchasing web site 24/48 hours after the opening at <http://purchasing.chathamcounty.org>.
- 1.9 BIDDER:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.10 COMPLIANCE WITH LAWS:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.
- 1.11 CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All Subcontractors must be approved by Chatham County.
- 1.12 LOCAL PREFERENCE:** On 27 March, 1998, the Chatham County Board of Commissioners adopted a “*Local Vendor*” *Preference Ordinance* that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the “right to first refusal”. “Local Vendor” is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County or one of the local Municipalities of the County *AND* all real and personal property taxes are paid prior to award of a contract or purchase. **“NOT APPLICABLE TO PUBLIC WORKS CONSTRUCTION PROJECTS AND REVENUE PRODUCING BIDS.”**
- 1.13 MINORITY/WOMEN OWNED BUSINESS DEVELOPMENT PROGRAM:** 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.

Bidders that intend to engage in joint ventures or utilize sub-consultants must submit a report of Minority/Women Business Enterprise participation to Ms. Armeja Riley, Chatham County M/WBE Coordinator, (Minority and Women Business Enterprise) 124 Bull Street, Suite 310, Savannah, GA 31401, Phone (912) 658-7860, email: ariley@chathamcounty.org.

SECTION II GENERAL CONDITIONS

- 2.1 CONTRACT COMMITMENT:** This Bid/RFP does not commit Chatham County to award a contract, to issue a purchase order, or to pay any costs incurred in the preparation of a bid proposal in response to this request.
- 2.2 GEORGIA OPEN RECORDS ACT:** Bid responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of the type, shall belong exclusively to Chatham County and will be considered a record prepared, maintained, or received in the course of operations of a public office or public agency and is subject to public inspection in accordance with the *Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Sec.*, unless otherwise provided by law.
- 2.3 GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Bidder submits trade secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.4 CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all Contractors and Subcontractors under contract with the County. This applies to contracts currently in effect and those which have been completed or closed for up to a period of three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.5 INTERPRETING SPECIFICATIONS:** The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a bid proposal to provide a complete product or service package which meets overall requirements. Specific equipment and system references may be included in the IFB for guidance, but they are not intended to preclude bidders from recommending alternative solutions for offering comparable or better performance or value to the County. Unless specifically stated otherwise with regard to a specific item of equipment, it should be assumed for this product to be supported by a manufacturer's warranty which is equal or better than the prevailing standard in the industry.

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

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

2.6 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATIONS: Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will be not considered.

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

Bidder acknowledges that in performing contract for the Board, bidder shall not utilize any firms that have been a party of any of the above actions. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

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

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

2.9 BID FOR ALL OR PART: Unless otherwise specified by Chatham County or the bidder, CHATHAM COUNTY RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF CHATHAM COUNTY. Bidder may restrict his bid to consideration in the aggregate by so stating, but must name a unit price on each item bid upon.

2.10 BID ACCEPTANCE PERIOD: Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.

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

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

Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality

and meet recognized standards within the respective trades, crafts and of the skills employed.

- 2.13 GUARANTEE:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.
- 2.14 LIABILITY PROVISIONS:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.
- 2.15 CANCELLATION OF CONTRACT:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.16 OWNER'S RIGHT TO NEGOTIATE WITH THE LOWEST BIDDER:** In the event *all* responsive and responsible bids are in excess of the budget, the Owner, in its sole and absolute discretions and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the lowest responsive and responsible bid, or (ii) to negotiate with the lowest responsive and responsible bidder (after taking all deductive alternates) only for the purpose of making changes to the Project that will result in a cost to the Owner that is within the budget, as it may be amended.
- 2.17 PATENT INDEMNITY:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.18 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and;
 3. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not be

submit a bid for the purpose or restricting competition.

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

2.20 PROCUREMENT PROTESTS: Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

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

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

2.22 COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information. No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on April 9, 1994.

2.23 As required by Chatham County Purchasing Ordinance and adopted by the Board of Commissioners on April 8, 2004, all real and personal property taxes must have been paid prior to the executions of a contract. If during the term of any contract, the contractor fails to keep taxes current, then the contract will be suspended or even terminated for cause and any payments due Contractor will be held for payment against those taxes.

2.24 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.**

2.24.1 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).

2.24.2 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: \$500,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.24.3 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.

2.25 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.

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

2.27 SIGNED BID CONSIDERED OFFER: The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

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

- (a) Whether the bidder or principals are currently ineligible, debarred, suspended, or otherwise excluded from bidding or contracting by any state or federal agency, department, or authority;
- (b) Whether the bidder or principals have been terminated for cause or are currently in default on a public works contract;
- (c) Whether the bidder can demonstrate sufficient cash flow to undertake the project as evidenced by a Current ratio of 1.0 or higher;
- (d) Whether the bidder can demonstrate a commitment to safety with regard to Worker's Compensation by having an Experience Modification Rate (EMR) over the past three years not having exceeded an average of 1.2; and
- (e) Whether the bidder's past work provided evidence of an ability to successfully complete public works projects

with the established time, quality, or cost, or to comply with the bidder's contract obligations; and

(f) Whether the bidders has made a Good Faith Effort to meet local participation goals for local economic impact for Disadvantage Business Enterprises and Small Business Enterprises.

2.29 **SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

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

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

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

SECTION III SPECIAL TERMS, CONDITIONS AND EXCEPTIONS

3.1 **CONTRACT PERIOD:** The contract period will be for a period of one year with automatic renewal options for four (4) additional one year terms upon agreement of both parties and terms and conditions remain the same.

3.2 **INDEPENDENT CONTRACTOR:** The successful contractor will provide services under this contract as an independent contractor and not as an agent of Chatham County. Joint ventures and sub-consultant or sub-contractor arrangements are not prohibited; however, the successful contractor shall secure written permission from the County before subcontracting any part of this contract.

3.3 **PRICE CHANGE:** Should it be found that due to unusual market conditions it is to the best interest of the County to accept a price with an escalation clause, the following shall apply:

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

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

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

3.4 CONTRACTS COST ADJUSTMENTS: Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry.

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.

3.5 CASH DISCOUNTS/LATE CHARGES:

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

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

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

3.7 BONDS: (Check where applicable) ***N/A******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.

3.8 Basis of Award: Contract will be awarded based on the following criteria:

- 1. Experience and Qualifications
- 2. Ability to the specifications
- 3. References
- 4. Fee Proposal

The County reserves the right to award this contract to primary, secondary, and tertiary vendors. Secondary and tertiary suppliers may be selected to fill orders if the primary supplier cannot make provision to the County when time is of the essence.

The award of this contract will be predicated on the contractors' previous experience in the irrigation industry as well as fee proposal. Contractors must provide with their bid a current list of customer references including a contact name and phone number for each.

3.9 Chatham County reserves the right to bid large design and installation projects expected to cost over \$15,000.

3.10 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.

3.11 Warranty Requirements: (Check where applicable):

- A. Provisions of item 2.11 apply.
- B. Warranty required.

- X 1. Standard warranty shall be offered with bid.
- 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.12 Terms of Contract:

- X A. **Annual Contract (With automatic renewal options for four (4) additional one (1) year terms if all parties agree)**
- B. One-time Purchase
- C. Other **ONE TIME CONTRACT**

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

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

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

This ____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

CHATHAM COUNTY, GEORGIA
SECTION IV
SCOPE OF WORK

SPECIFICATIONS FOR:

BID NO. 12-0026-3

COMMERCIAL IRRIGATION SERVICES FOR THE CHATHAM COUNTY PUBLIC WORKS
AND PARK SERVICES

GENERAL INFORMATION:

The Purpose of the bid is to establish an annual contract for installations and repair of commercial/industrial underground sprinkler irrigation systems. The Chatham County's Public Works and Park Services will be the primary user of this contract. Other County departments may require the contractor's services on a case by case basis. For additional information concerning these specifications, please contact *ONLY* Ms. Victoria Godlock, CPPB, Procurement Specialist, at (912) 790-1624. Bidders are not to contact any County department directly. Detailed specifications are as follows:

4.0 CONTRACT SPECIFICATIONS:

- 4.0.1 Bids shall be evaluated based on the requirements set forth in this solicitation, which includes bidder responsiveness, capability, past performance and other criteria to determine acceptability such as inspection, testing, quality workmanship, delivery and suitability for this contract.
- 4.0.2 Chatham County may cancel the contract at any time for material breach, contractual obligations or if the Contractor fails to provide satisfactory services by providing the County with written notice for cancellation. Should either agency exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.

4.1 DETAILED SPECIFICATIONS:

- 4.1.1 **Materials:** The contractor will supply products called for in the material specifications and will not make substitutions without written authorization by the using department. Contractor will acquire products that are called for by brand name, only from distributors that are authorized to market and warranty said products.
- 4.1.2 **Warranties:** Standard manufacturer's warranties shall extend on materials used from date of installation. Contractors warranty on workmanship of repair or installation shall extend from 1 (one) year upon completion. Exemptions from the workmanship warranty are as follows:
 - a. Excavation damage caused by others.
 - b. Lighting strikes.

- c. Neglect or abuse by users.
- d. Vandalism.
- e. Damage caused by utilities.

4.1.3 Response Time: Repair work response shall begin within 3 (three) hours for emergencies. Response for routine repairs shall begin within 48 hours. Response time is defined as the time required for a full crew to arrive at the job site ready to begin work.

4.1.4 Disabled Systems: Contractor must notify the County of the time the irrigation system will be disabled so that the using department can arrange for alternate water of plant material if deemed necessary.

If the irrigation system will disabled for more than ten (10) calendar days. Contractor must provide alternate irrigation to the site.

4.1.5 Estimates: In preparing estimates, the contractor shall breakdown each specific installation or repairs by the following:

- a. Labor by hour (if repair) with estimated repair time, labor by job (if new installation estimated time.
- b. Total material cost per job.
- c. Specific repair function descriptions with locations of repair to be prepared.

4.1.6 Bid Pricing: Bid pricing shall consist of three components.

- a. A labor rate per man hour shall be indicated. This rate shall include all wage classifications, or any overtime premiums, and any miscellaneous equipment or small tools that may be required.
- b. Material pricing shall be based on a percent discount from published price lists. The County reserves the right to request material invoices to verify discount.
- c. An hourly rate for trenching equipment shall be indicated. If special equipment other than standard trencher is needed, this rate will be negotiated between the vendor and the County.

4.1.7 All new installations and repairs to existing installation shall conform to Cross-connection Control Policy Manuals for Chatham County. Chatham County will provide the manuals

4.1.8 Design services are to include all usual and customary scale drawings and specifications necessary to install an irrigation system. On a new installation “As Built” scale plans are to be furnished to the originating department before payment will be made.

4.1.9 Qualifications/Certifications:

- a. Successful bidder shall be licensed to perform low voltage electrical work or have licensed sub-contractor to perform such work.
- b. The contractor selected is encouraged to have on staff a Irrigation Designer with a minimum level II certification by: The Irrigation Association or contractor is encouraged to have been awarded the Stamp of Approval issued by: Georgia Irrigation Association or contractor shall have certification from another organization, subject to that verification of the organization's requirements. The selected contractor must supply five (5) references for commercial irrigation projects (design, installation or repair) over \$20K.
- c. Contractor shall be able to make repairs to large (4"- 6") PVC pipe that require mechanical fittings.
- d. Contractor shall have basic working understanding of booster pumps used for irrigation.
- e. 'On Staff' shall denote a permanent, full-time employee of the bidding firm.
- f. The contractor shall supply with their bid a statement of certifications held and systems with which they have experience.

4.1.10 The contractor shall login and logout with the Project Manager before starting and finishing a repair or installation project.

4.2 SPECIFIC INSTALLATION DETAILS:

4.2.1 Contractor must comply with all current cross connection and back flow requirements if job required a new back flow prevention device. It is the contractor's responsibility to coordinate with the County for the type of back flow prevent or required on the specific job and to obtain permits if this is to be a new installation.

4.2.2 Any installation of new PVC piping other than that for repair of an existing pipe must be installed with the following depth requirements by its specific purpose.

- a. Main pressurized Pipe – 18" depth of cover
- b. Lateral or Zone Pipe – 12" depth of cover
- c. Conduits used for Electrical – 12" depth of cover

4.2.3 Installation of under pavement sleeves for irrigation pipes or wires must be a minimum of 12" below lowest point of aggregate used for asphaltic base or 12" below bottom of concrete used for walks or drives. Diameter of sleeve shall be a minimum size that twice the diameter of pipe to be sleeved. Sleeve shall be double in sized if two pipes are used. Sleeves may be used to conduit electrical control wires as well. Minimum sleeve sized for wired only 2".

Example: 1 ½ PVC = 3" sleeve
 2" PVC = 4" sleeve

2 ea 1 ½ PVC = 6" sleeve

- 4.2.4** Installation of underground direct burial wire if installed in trench containing PVC pipe will be placed under the PVC pipe.
- 4.2.5** Backfilling of trenches containing pipe wires shall be re-compacted with a vibratory packer machine to minimize future sagging of ditch and to prevent liabilities from unseen depressed areas. Backfill material shall be free of sharp objects or rocks to prevent damage to pipe or wires during re-compaction.
- 4.2.6** Backfill material surrounding sprinkler heads shall be permeable sand or light pea gravel to discourage puddling around sprinkler head. Sprinkler head shall be installed to the proper grade and shall be hand compacted only.
- 4.2.7** Valve box will not be supported by bricks and set at grade before backfilling. Valve box must not rest on piping entering or exiting the device contained within the valve box. Valve box will be sized by the component they enclose. The valve boxes shall be installed at points where multiple wire splices are made.
- 4.2.8** Wire splices at electric valves will be made only with the County approved devices. Any point that has a splice that may be accessed through a valve box must have a minimum of 10" of coiled wire 1" in diameter for slack in future repairs and surge protection.
- 4.2.9** All solvent weld PVC pipe connections will have an approved cleaner or primer applied before solvent welding. All solvent welds will be made within the temperature range required by the solvent cement manufacturer. Pressurization of pipe will occur within the solvent manufacturer's recommended curing time.
- 4.2.10** All gasket socket PVC pipe will be installed with manufacturers approved lubricant.
- 4.2.11** All gasket socket PVC pipe will be thrust blocked with concrete resting against undisturbed earth. Pipe will be isolated from concrete by plastic sheet barrier. Center of thrust block will have a minimum of 48" of steel rebar driven into earth to prevent movement.
- 4.2.12** Shrub head shall be installed with "funny pipe". All turf heads and quick coupling valves shall be installed with pre-manufactured triple swing joints. Pipe schedule for triple swing joints to be determined by using department prior to installation.
- 4.2.13** Piping entering and exiting electric valves and back flow devices must be type Schedule 80. The nipple shall extend just outside of valve box where it may be solvent welded to main or lateral pipe.
- 4.2.14** Valve boxes containing electric valves will have zone number clearly marked on top lid with painted stencil or vinyl number. Quick coupling valve box will be marked "QCV".

Gate valves or shutoff will be marked “GV”. Box with wire splices will be marked “WS”.

4.2.15 All electrical controllers will be installed with the manufacturers recommended lightning and surge protection devices and installed with the specified number of ground rods that are a minimum of 8 foot depth. Ground rods installed in soil will be marked with a specified valve box. Electrical controllers will be hard wired into dedicated circuit. Plug in type transformers will not be accepted. Chatham County will be responsible for power supply to electric controller.

4.2.16 Open ditches and trenches shall be properly barricaded when left overnight. Work site shall be left in acceptable condition at the end of each day (no debris on sidewalks, work site debris picked up).

4.3 SPECIFIC MATERIAL SPECIFICATIONS:

4.3.1 All underground PVC pipe that is to be used for pressurized main line supply and lateral lines downstream of electric valves shall be Type 1120 PVC solvent or gasket joint SDR 21 Class 200 psi, no exceptions.

4.3.2 All PVC used for sleeving purposes shall be schedule 40PVC Type 1120 solvent weld.

4.3.3 All PVC used for underground conduit to transport electrical wires shall be gray schedule 40UL listed conduit.

4.3.4 Approved controllers manufacturers are: Rainbird, Calsense, Hunter and Toro. All replacement controllers shall be approved by the user department prior to installation.

4.3.5 Approved Rain shutoff devices are Rainbird “Raincheck” or Glen Hilton “Miniclick”.

4.3.6 Approved valve boxes sized by components used with: (Approved manufacturers Carson, Ametek or equal).

**SECTION V
PROPOSAL SHEET
FOR COMMERCIAL IRRIGATION SERVICES FOR THE CHATHAM COUNTY PUBLIC
WORKS AND PARK SERVICES
BID NO. 12-0026-3**

ITEM NUMBER	DESCRIPTION	ESTIMATED QTY	UNIT PRICE	TOTAL
1	Standard Labor Rate	500 Man Hours	\$ _____ Per Man Hour =	
2	Equipment Trencher	100 Hours	\$ _____ Per Hour =	
3	Parts	\$ 10,000	Percentage Discount from Manufacturer's List Price less % _____ =	

Total Bid \$ _____

TIME REQUIRED FOR DELIVERY AFTER RECEIPT FOR ORDER: _____ DAYS

NAME/TITLE

COMPANY NAME

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

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

DISCOUNT(S): _____

TERMS: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

RECEIPT OF ADDENDUM NOS. _____ HEREBY ACKNOWLEDGED.

BY: _____
VENDOR SIGNATURE

MINORITY VENDOR/CONTRACTOR? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

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

FOR COMMERCIAL IRRIGATION SERVICES FOR THE 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 (**FOR COMMERCIAL IRRIGATION SERVICES FOR THE 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 _____
2012 by _____ representing him/herself to be
_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

ATTACHMENT D

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 E
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: _____

* _____

Alien Registration number for non-citizens.

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

Notary Public
My Commission Expires:

ATTACHMENT F

**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, Chatham County, 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.

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

Purchasing Staff Member Verification

Title_____Date:

Comments:

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

ATTACHMENT G

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Compliance 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 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 _____, 2012

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CCNO. 165201

Sealed proposal will be received until 2:00 P.M. on 8 May 2012 and publicly opened in Chatham County Purchasing Department, 1117 EISENHOWER DRIVE, SUITE C, Savannah, GA. for: Bid No: 12-0026-3 **FOR COMMERCIAL IRRIGATION SERVICES FOR THE CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES**

A PRE-PROPOSAL CONFERENCE: 10:00 A.M., 24 APRIL 2012 at the **“Chatham County Purchasing Department, 1117 Eisenhower Drive, Suite C, Savannah, GA 31406,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Bidders are encouraged to attend.

Specifications can be downloaded from the County’s website at <http://purchasing.chathamcounty.org>, and are also available in the office of the Chatham County Purchasing Office, at the address listed above. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, MPA Procurement Specialist, at (912) 790-1624. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on line at <http://purchasing.chathamcounty.org>.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND OR ALL BIDS AND TO WAIVE ALL FORMALITIES.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

MARGARET H. JOYNER, PURCHASING AGENT

-Savannah News –INSERT: 13, 18 April 2012

News only-

Please send two copies of affidavit to:

Chatham County Purchasing Department

P.O. Box 15180

Savannah, GA 31416

(912) 790-1624