

**INVITATION TO SUBMIT
PROPOSAL**

REQUEST FOR PROPOSAL NO. 12-0024-6

**CONSTRUCTION OF A DATACENTER ROOM FOR OGLETHORPE COMMERCE BUILDING,
CHATHAM COUNTY**

PRE-PROPOSAL CONFERENCE 10:00 A.M., APRIL 13, 2012

PROPOSAL RECEIPT DUE BY 5:00 P.M. April 27, 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 CHECK LIST**

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

X GENERAL INFORMATION

X PROPOSAL

X PROPOSAL SCHEDULE

X ATTACHMENTS

X LEGAL NOTICE

X PROPOSAL BOND

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

In the award of "Competitive Sealed Proposals", minority/woman owned participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

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

BY: _____
SIGNATURE:

DATE:

TITLE: _____

COMPANY: _____

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AND CONTRACTING
1117 Eisenhower Drive ~ Suite C
SAVANNAH, GEORGIA 31406
(912) 790-1621

DATE: APRIL 2, 2012

RFP NO. 12-0024-6

GENERAL INFORMATION FOR REQUEST 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 proposals will be received at the Office of the Purchasing Agent, **located in The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah Georgia no later than 5:00 P.M. on April 27, 2012,** at which time they will be opened. The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

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

A PRE-PROPOSAL CONFERENCE has been scheduled to be conducted 10:00 A.M on APRIL 13, 2012 at the ICS Department located on the fifth floor, Room 504 of the Montgomery Street Courthouse, Savannah Georgia to discuss the specifications and resolve any questions and/or misunderstanding that may arise. An accompanied site visit will follow.

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

**SECTION I
INSTRUCTIONS TO PROPOSERS**

1.1 PURPOSE: The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Chatham County with material and services as described herein. All 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 PROPOSALS: All proposals shall be 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 IN BLACK OR BLUE INK.**

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

1.3 HOW TO SUBMIT PROPOSALS: All proposals shall be:

- A. **Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, 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: **Purchasing Agent, Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
- C. Sealed proposals must be received by the Purchasing Agent no later than 5:00 p.m. local time on the proposal closing date specified unless the date is extended by written addenda. Late proposals will not be accepted or considered.
- D. All proposals must be sealed and clearly marked with the Proposer's name and labeled with the RFP#12-0024-6 and the name of the RFP, "Construction of Data Center for Chatham County." Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. Chatham County will not be responsible for a carrier's failure to deliver. **One (1) original plus five (5) bound copies of the proposal and a CD of the complete proposal response must be delivered to the following:**

*Alton T. Peterson Jr.
Procurement Specialist
Chatham County Purchasing Dept.
1117 Eisenhower Drive ~ Suite C
Savannah, GA 31406
(912) 790-1621 phone
(912) 790-1627 fax
atpeters@chathamgov.net email*

Questions relating to the proposal may be directed to the County in writing or via E-mail to Alton Peterson at the above address. *Please Note: The only official answer or position of Chatham County in response to any questions will be stated in writing.*

Due to the proposal bond requirement, Chatham County will not accept telegraphic or electronically transmitted proposals.

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

- 1.4 WITHDRAWAL OF PROPOSAL:** Proposals may be withdrawn by submitting a written request to the County prior to the stated deadline for the receipt of proposals. Withdrawal of a proposal by any firm will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.
- 1.5 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 1.6 HOW TO SUBMIT AN OBJECTION:** Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:
 - A. The Proposer shall object in writing not less than five (5) days prior to the Date for submission.
 - B. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.
- 1.7 ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.
- 1.8 MULTIPLE PROPOSALS:** No Proposer will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.

**SECTION II
GENERAL CONDITIONS**

- 2.1 PROPOSER:** Whenever the term "Proposer" is used it shall encompass the "person", "business", "firm", or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 2.2 COMPLIANCE WITH LAWS:** The Proposer 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 Proposer and the County.
- 2.3 CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 2.4 LOCAL PREFERENCE:** The contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."
- 2.5 DEBARRED FIRMS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia 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 past five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will not be 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 work for the County, bidder shall not utilize any firms that have been a party to 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 the County contract.

- 2.6 PERFORMANCE EVALUATION:** On April 11, 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 Complaint Form or a Performance Evaluation to the County Purchasing Agent.

- 2.7 **SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the proposer but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.8 **CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion.
- 2.9 **CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. **The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. Proponent shall have no contact with any Department Representative or Evaluation Committee Members during and after the evaluation process. Any information contained in proposal that is considered by Proponent as “proprietary” and is to remain confidential shall be clearly identified and justified.**
- 2.10 **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.*
- 2.11 **OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid date submitted, unless otherwise stated in the proposal. Cost proposals must also be firm for a sixty day period.
- 2.12 **COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.13 **LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising there from. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.14 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

- A. Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor.
- C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose of restricting competition.

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

2.16 STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT AWARD: The County reserves the right to reject any or all Proposals and to waive any irregularities or technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, whom investigation shows is not in a position to perform the contract.

2.17 PROTEST: Any Protest regarding award of this contract must be filed to the Purchasing Agent prior to the Commission meeting at which the award will be made. No protest will be considered once the County Commission has awarded the contract.

2.18 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform, the service requested.

Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

2.19 COUNTY BUSINESS LICENSE REQUIREMENT: A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

2.20 INSURANCE PROVISIONS: The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost

of such insurance shall be included in the Bid. **Contract work will not proceed without a current Insurance Certificate being in the possession of Chatham County.**

General Information that shall appear on a Certificate of Insurance:

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. A Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always includes Chatham County).

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

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

Special Requirements:

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The contractor s must ensure Certificate of Insurance is updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Aggregate Liability Limits:** Prior to commencement of services, the Contractor must provide a statement from all liability carriers indicating the currently available limits of liability for all policies requested herein.
- I. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

Additional Coverage for Special Procurement Projects

- A. **Professional Liability:** Insure errors or omissions on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits: \$1 Million per claim/occurrence.

Coverage Requirement: If "claim-made," retroactive date must proceed or coincide with the contract effective date or the date of the Notice to Proceed. The professional must State if "tail" coverage has been purchased and the duration of the coverage.

- B. **Builder's Risk: (For Construction or Installation Contracts)** Covers against insured perils while in the course of construction.

Minimum Limits: All-Risk coverage equal 100% of contract value.

Coverage Requirement: Occupancy Clause – permits County to use the facility prior to issuance of Notice to Substantial Completion.

2.21 INDEMNIFICATION: The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.22 SURETY REQUIREMENTS: (Check where applicable)

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.

Contractor(s) shall post a payment and performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the proposal price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods and services meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services, warranty period and timely payment of invoices to any subcontractors.

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.

Bidder acknowledges Chatham County's right to require a Performance and Payment Bond of a specific kind and origin. "Performance Bond" means a bond with good and sufficient surety or sureties for the faithful performance of the contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the work is to be done. "Payment Bond" means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and

protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the public works construction contract.

The proposer shall forfeit the amount of the Bid Bond if he/she fails to enter into a contract with Chatham County to do and/or furnish everything necessary to provide service and/or accomplish the work stated and/or specified in this bid proposal for the bid amount, and;

2.23 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS: The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part hereof.

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

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

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

- A. Questions regarding payment may be directed to Mrs. Linda Cramer, Director Chatham County Finance Department at (912) 652-7900.
- B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
- C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
- D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656- 4065 for additional information.

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

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

This _____ day of _____ 20 ____.

BY: _____
SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

**SECTION III
SPECIAL CONDITIONS**

3.1 DESCRIPTION AND OBJECTIVES: Chatham County is seeking proposals from firms qualified to design and construct a customized data room to house a new datacenter located at 222 West Oglethorpe Avenue, Savannah, GA on the third floor in the NE corner of the building. The County presents this “Request for Proposal” to describe its needs and those criteria which will be used to determine selection of services.

The building is currently under renovation and the Contractor will be required to coordinate with the General Contractor on the project.

3.2 AWARD CRITERIA: The procurement described herein is being conducted as a Request for Proposals. Proposals will be evaluated according to the following criteria:

Qualifications and Experience of Proposer	30 points
Ability to meet the required schedule	20 points
References	10 points
Cost proposal	40 points

Factors such as proponent's relevant experience, reputation, past performance on similar projects, excellence of the team and project manager to be assigned to the project, technical competence, completion within a required time will be considered in the shortlist and contract award recommendations made to the Board for their decision. Commitment in the level of involvement of MBE firms, consultants and employees will also be regarded in evaluating proposals.

Firms will be evaluated on the proposals submitted in response to the RFP. Thus, the proposal must be complete, concise and clear as to the capability and intent of the respondent. The County is under no obligation to seek clarification from any respondent. The County may at its own discretion, request an oral presentation from any or all proposers. If the County does conduct interviews, the scores will be considered as part of the evaluation.

Selection of the winning firms will take into account both qualitative excellence of the firm to accomplish the specified work and cost proposal. The County is under no obligation to accept the lowest cost proposal.

3.3 PROPOSAL FORMAT: Responses to the RFP must be responsive to the following and presented in this format and order:

- Introduction/cover letter
- Experience in Similar Projects
- Qualifications/Key Personnel

- Project Understanding/Methodology
- Preliminary Drawing and Specifications
- Proposed Minority and Woman Owned Business Participation
- Proposed Local Participation
- References
- Cost Proposal

- 3.4 DISCRETION.** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendations, makes the final contract award decision.**
- 3.5 ASSIGNMENT.** The contractor shall not assign or transfer any interest in the contract without the prior written consent of the County.
- 3.6 CONTRACT.** The successful respondent will be expected to execute a contract within 10 days of notice of award.
- 3.7 PERFORMANCE AND APPROVAL OF SUB-CONTRACTORS.** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. The Contractor shall provide the names of all proposed subcontractors and these are subject to approval by the County.
- 3.8 CHANGES.** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. Any changes in the project team, including subcontractors will require prior approval of the County. At the least, replacements must be equal in experience and preserve commitment to local or MBE participants. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.
- 3.9 TERMINATION OF CONTRACT.** The County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a

proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be paid only for work satisfactorily completed.

3.9 **ADEQUACY AND ACCURACY.** Where Chatham County must have work done by change order or addition resulting from an error or omission by the Contractor, the Contractor will be responsible for any additional costs incurred by the County.

3.10 **CONTRACT AWARD.** This RFP and the Proponent's Response will become part of the Contract. Within their submittal, proposer will provide a schedule for completion of the project in coordination with the General Contractor. Payments will be made monthly or upon completion.

No services shall be provided under the contract until a Purchase Order and Notice to Proceed have been issued. The County shall not have no cost responsibility for any services prior to the effective date of the contract.

The Contractor **will execute and deliver** to the County, a ***Performance and Payment Bond in the amount of 100 % of the contract upon notification by the County of contract award.*** The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Georgia, and having a resident agent.

SECTION IV

SCOPE OF SERVICES FOR DATACENTER ROOM AT OGLETHORPE COMMERCE BLDG

Background and Objectives

Chatham County is seeking a qualified firm to design and construct the DataCenter Room at the Oglethorpe Commerce Building located at 222 West Oglethorpe Ave. Savannah, GA on the third floor in the NE corner of the building. The Datacenter must be constructed from a panelized, structural steel envelope, with a 1 hour fire rating meeting ASTM E814 and UL 1479 standards. A smoke generation rating to meet ASTM E-84 standards. The panels must allow for future alterations of panel layout without compromising the structural integrity as required in this document.

The datacenter room shall be constructed in accordance with the plans attached labeled “Chatham County Data Room Track and Panel Layout”. The drawing is for informational purposes. Proposer must submit their own floor plan.

The datacenter shall include all structural supports, attachments to the building’s infrastructure. Fire rated sleeves for all cable, conduit, tubing, or ducting ingress and egress points within the envelope. The structure must have the flexibility for additional sleeves needed throughout the life of the room. All panel seams must be sealed with fireproof and waterproof caulking or equivalent.

The datacenter must be water tight with a NEMA 5 rating for all walls, seems, and entry/exit points. The design and construction must include proper ventilation.

The Datacenter must be rated to withstand category 3 hurricane force winds for any reasonable length of time expected from a category 3 hurricane.

The two datacenter boundary walls adjacent to the interior hallways of the building will be adequately finished for the general contractor to attach finished coverings and trim to be aesthetically consistent with surroundings, without interference with the 1 hour fire rating for the envelope.

The Datacenter must have all required electrical lighting, switches, and power receptacles as required to match surrounding equipment and building requirements. An access security panel at each door. All fire-rated door system utilizing crash bar which always open out for safety of personnel and fire protection. A Flooring system to include a 4” sub floor and entry ramp as defined in attached drawings. The room must be ADA compliant

The datacenter room must be covered under a manufacturer warranty of not less than 10 years.

**PART IV
COST PROPOSAL
CHATHAM COUNTY, GEORGIA**

RFP NO. 12-0024-6

**DESIGN AND CONSTRUCTION OF DATACENTER ROOM AT OGLETHORPE
COMMERCE BUILDING**

I have read and understand the requirements of this proposal, **RFP # P12-0024-6 DESIGN AND CONSTRUCTION OF DATACENTER ROOM AT OGLETHORPE COMMERCE BUILDING** and agree to provide the required design and construction services in accordance with this proposal and all attachments, exhibits, etc. I agree to furnish the services as described below for the following cost:

TOTAL COST FOR DESIGN AND CONSTRUCTION OF DATA ROOM

Provide cost detail with proposed drawings and specifications as an attachment.

FIRM NAME _____

PROPOSER: _____

SIGNATURE: _____

NAME (PRINTED): _____

ADDRESS/PO BOX: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY ENTERPRISE? _____ /YES _____ /NO

MBE CLASSIFICATION: _____

ATTACHMENT "A"

DRUG FREE WORKPLACE CERTIFICATION

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

A drug-free workplace will be provided for the employees during the performance of the contract; and;

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

RFP #P12-0024-6 DESIGN AND CONSTRUCTION OF DATACENTER ROOM AT OGLETHORPE COMMERCE BUILDING

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 (**RFP #P12-0024-6 DESIGN AND CONSTRUCTION OF DATACENTER ROOM AT OGLETHORPE COMMERCE BUILDING**), 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 Consultant 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 Consultant
-

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

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Chatham County 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 subConsultant(s) in connection with the physical performance of services pursuant to this contract with Chatham County, Consultant will secure from such subConsultant(s) similar verification of compliance with O.C.G.A. 13-10-91 on the SubConsultant Affidavit provided in Rule 300-10-01.08 or a substantially similar form. Consultant 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 subConsultant(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent

(Consultant Name)

Date

Title of Authorized Officer or Agent of Consultant

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: _____

SUBSCRIBED AND SWORN

* _____

BEFORE ME ON THIS THE _____

Alien Registration number for non-citizens.

____ 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 Consultant 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 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 Consultant 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: _____

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER IN FAVOR OF THE OWNER, OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT:

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal (hereinafter referred to as **PRINCIPAL**) and _____ as Surety (hereinafter referred to as **SURETY**) are held and firmly bound unto as Obligee (hereinafter referred to as **OBLIGEE**) for the use and benefit of claimants defined, hereinafter, in the amount of _____ Dollars (\$_____), to which payment **PRINCIPAL** and **SURETY** bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden **PRINCIPAL** has entered into a contract with **OWNER** this day of _____ 20____ for _____ in accordance with drawings and specifications prepared by _____ (name and title) which contract is incorporated herein by reference and made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the **PRINCIPAL** shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. The said **SURETY** to this bond, for value received, hereby stipulates and agrees that no change(s), extension (s) of time, alterations(s) or additions(s) to the terms of the Contract or to the work to be performed there under, or the specifications or drawings accompanying same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such changes(s), extension(s) of time, alteration(s) or addition(s) to the terms of this Contract or to the work or to the specifications or drawings.
2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in said Contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to ins said bond before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by him or materials or equipment or machinery was furnished or supplied by him for which such claim is made or when he has completed his subcontract for which claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment or the sum or sums due him;

provided, however, that any person having direct contractual relationship with a subcontractor buy no contractual relationship express or implied with the **CONTRACTOR** furnishing said payment bond, shall have the right of action upon said payment bond upon giving written notice to said contractor, within ninety (90) days from the day on which such person did or performed the last of the labor, or furnished the last of the material, machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the part to whom the materials were furnished or supplied or for whom the labor was performed; done; provided further that nothing contained herein shall limit the right of action to said 90 day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the **CONTRACTOR** at the place he maintains an office or conducts his business, or his residence, in any post office or branch post office, or any letter box under the control of the Post Office Department, or notice may be served in any manner in which the Sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under section shall be brought in the name of the claimant without the owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person make application therefore who solicits a affidavit that he has supplied labor or materials for such work and payment therefore has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given certified by the official whom has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the final certificate of the architect.
5. Further, this bond shall be considered the same as a bond furnished under Section 23-1705, et seq., of Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

SIGNED AND SEALED THIS _____ DAY OF _____, 20_____.

IN THE PRESENCE OF:

[SEAL]

(PRINCIPAL)

BY: _____
(TITLE)

[SEAL]

(SURETY)

BY: _____
(TITLE)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as Principals (hereinafter) referred to as **CONTRACTOR**), and _____ as Surety (hereinafter referred to as **SURETY**), held and firmly bond unto Chatham County as Obligee (hereinafter referred to as **OWNER**), in the amount of _____ Dollars (\$_____), to which payment **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors, and assigns, both jointly and severally, firmly by these presents.

WHEREAS, the above bounden PRINCIPAL has entered into a contract with **OWNER** this _____ day of _____, 20__ for _____

in accordance with drawings and specifications prepared by _____

and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the **CONTRACTOR**

shall promptly and faithfully perform and comply with the terms of said Contract and shall indemnify and save harmless the **OWNER** against and from all costs, expenses, damages, injury or loss to which said **OWNER** may be subjected by reason of any wrongdoing, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said **PRINCIPAL**, his agents, employees or subcontractors, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

1. The said **SURETY** to this bond, for value received, hereby stipulates and agrees that no change(s), extension(s) of time, alteration(s), or addition(s) to the terms of the Contract or to the work to be performed there under, or the specifications of drawings accompanying same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change(s), extension(s), alteration(s), or addition(s) to the terms of this Contract or to the work.

2. If pursuant to the Contract documents, the **CONTRACTOR** shall be declared in default by the **OWNER** under the aforesaid Contract, the **SURETY** shall promptly remedy the default(s) or shall promptly perform the Contract in accordance with its terms and conditions. It shall be the duty of the **SURETY** to give an unequivocal notice in writing to the **OWNER** within twenty-five(25) days after receipt of a declaration of default of the **SURETY'S** election either to remedy the default(s) promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the **SURETY** shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the **SURETY** to give prompt notice in writing to the **OWNER** immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of condemned work, (c) the furnishing of each omitted item or work, and (d) the performance of the Contract.

The **SURETY** shall not assert solvency of its **PRINCIPAL** as justification for its failure to give notice of election or for its failure to promptly remedy the default(s) or perform the Contract.

3. Supplementary to and in addition to the foregoing whenever the **OWNER** shall notify the **SURETY** that the **OWNER** has notice that the **CONTRACTOR** has failed to pay any subcontractor, material man, or laborer for labor or materials certified by the **CONTRACTOR** as having been paid for by the **CONTRACTOR**, the **SURETY** shall, within thirty (30) days of receipt of such notice cause to be paid any unpaid amounts for such labor or material.

4. It is expressly agreed by the **PRINCIPAL** and the **SURETY** that the **OWNER**, if he desired to do so, is at liberty to make inquires at any time of subcontractors, laborers, materials men, or other parties concerning the status of payment for labor, material, or services furnished in the prosecution of the work.

5. The **SURETY** agrees that other than as is provided in the bond, it may not demand of the **OWNER** that the **OWNER** shall (a) perform any thing or act, (b) give any notice © furnish any clerical assistance, (d) render any service, (e) furnish any paper documents, or (f) take any other action of any nature the contract documents.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the **OWNER** named herein or the legal successor of the **OWNER**.

SIGNED AND SEALED THIS _____ DAY OF _____, 20__.
IN THE PRESENCE OF:

[SEAL]

(PRINCIPAL)

BY: _____
(TITLE)

[SEAL]

(SURETY)

BY: _____
(TITLE)

LEGAL NOTICE

CC NO. 165199

Chatham County, Georgia is seeking proposals from firms or individuals interested in **DESIGN AND CONSTRUCTION OF A DATACENTER ROOM AT OGLETHORPE COMMERCE BUILDING RFP# P12-0024-6**

A PRE-PROPOSAL CONFERENCE has been scheduled to be conducted 10:00A.M. on APRIL 13, 2012 at the Chatham County Purchasing & Contracting Office located at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah Georgia, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. An accompanied site visitation will follow. Attendance is Mandatory. Bids will not be accepted from any firm that is not represented at the Mandatory Pre-Bid Conference.

Proposals are due by 5:00 P.M. APRIL 27, 2012 and must be mailed or hand delivered to the Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.

A copy of this Request for Proposal is available at the address above. **All firms requesting to do business with Chatham County must also register with the County.** Registration and specifications are also available on and can be downloaded from the County's website at <http://purchasing.chathamcounty.org> For additional information concerning specifications and vendor registration, please contact Mr. Alton T. Peterson Jr., Procurement Specialist, at (912) 790-1621

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: April 4, 2012

NEWS ONLY-

Please send two copies of affidavit to:

Chatham County Purchasing and Contracting Department
1117 Eisenhower Drive ~ Suite C
Savannah, GA 31406
(912) 790-1618