

INVITATION TO SUBMIT

P R O P O S A L

REQUEST FOR PROPOSALS - RFP NO.: 15-0128-6

**ANNUAL CONTRACT FOR DELINQUENT TAX RESOLUTION SERVICE FOR
CHATHAM COUNTY TAX COMMISSIONER**

PROPOSALS RECEIVED BY: 5:00PM DECEMBER 17, 2015

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER TONY CENTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER LORI L. BRADY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

DOCUMENT CHECK LIST

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

X GENERAL INFORMATION

X PROPOSAL

X SCOPE OF SERVICES

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER’S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT; H. LOBBYING AFFIDAVIT.

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: _____ DATE: _____
SIGNATURE: DATE:

TITLE:

COMPANY:

ACKNOWLEDGE RECIEPT OF ADDENDUM(S) _____

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

African-American _____ Asian American _____ Hispanic _____

Native American or Alaskan Indian _____ Female _____

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1619**

DATE: Nov 16, 2015

RFP NO.: 15-0128-6

GENERAL INFORMATION FOR REQUEST FOR QUALIFICATIONS

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 Eisenhower Drive, Suite C, Savannah, Georgia** up to **5:00 P.M., DECEMBER 17, 2015**. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a qualification proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes.

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

All firms requesting to do business with the Chatham County **must register** on-line at <http://purchasing.chathamcounty.org>. The County's Purchasing Division is interested in fostering participation by all qualified business persons offering commodities and services. For additional information please contact Purchasing and Contracting at 912-790-1620.

**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 qualification proposal to supply Chatham County with 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:

A. 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.**

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 Director on or before the time and date specified above.

a. **Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**

b. **Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

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

1.4 HOW TO SUBMIT AN OBJECTION: Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

A. When a pre-proposal conference is scheduled, the Proposer may object in writing any time prior to or at the pre-proposal conference.

B. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.

- C. 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.
- 1.5 **FAILURE TO OFFER:** Proposers should indicate if they would like to be removed from the County's vendor list.
- 1.6 **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.
- 1.7 **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.
- 1.8 **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.
- 1.9 **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. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.10 **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.
- 1.11 **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."

1.12 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 Board, 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 Board contract.

1.13 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 Director.

SECTION II PROPOSAL CONDITIONS

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

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

2.3 OFFERS TO BE FIRM: The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for a sixty day period.

- 2.4 **COMPLETENESS:** All information required btt the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 **LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.6 **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:
- (1) The 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;
 - (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and
 - (3) 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.
- 2.7 **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.
- 2.8 **PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Procedures Manual, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.9 **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 unresponsible whenever such Proposer cannot document the ability to deliver the requested service.

2.10 COUNTY TAX CERTIFICATE 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.

2.11 INSURANCE PROVISIONS, GENERAL: 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. It is every Contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

2.11.1 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. 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).

Chatham County as an "Additional Insured": Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County is not to be included as an "Additional Insured" on insurance contracts.

2.11.2 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. The CGL 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, each employee and Statutory Worker's Compensation limit.

C. Business Automobile Liability: Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.

2.11.3 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 are updated for the entire term of 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.

2.11.4 Additional Coverage for Specific Procurement Projects:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants.

Minimum Limits:

\$1 million per claim/occurrence.

Coverage Requirement:

If "claims-made," retroactive date must precede 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.

2.12 INDEMNIFICATION: The PROPOSER 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 PROPOSER or its subproposers. The PROPOSER'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. PROPOSER 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 PROPOSER or his subcontractors or anyone directly or indirectly employed by any of them.

The PROPOSER'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 PROPOSER.

- 2.13 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.
- 2.14 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 Director 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.
- 2.15 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.16 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 the Finance Department at (912) 652-7900 or the County's Project Manager as specified in contract documents.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Contractor will provide the County or Contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - D. Chatham County is a tax exempt entity. Every Contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.17 LICENSES, PERMITS, AND TAXES:** The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1619.

2.18 MINORITY – WOMEN BUSINESS ENTERPRISE PARTICIPATION: It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. Proposers may also provide demographic information regarding their employees to show their commitment to equal opportunity. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact.

If the awarded Contractor/vendor is claiming minority status, the Contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Coordinator, please contact Connell Heyward, at (912) 652-7860 or cheyward@chathamcounty.org.

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

DATE

COMPANY

TITLE

TELEPHONE NUMBER

**SECTION III
GENERAL CONDITIONS**

DESCRIPTION AND OBJECTIVES: Chatham County is seeking a qualified firm to provide Delinquent Tax Resolution Services for the Chatham County Tax Commissioner’s Office.

3.1 METHODOLOGY: The procurement described herein may be conducted in a two-step process.

STEP 1 - ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are no longer being considered and why. A shortlist of qualified firms will be developed and ranked.

Fee proposals shall be submitted along with the proposal and will be evaluated and ranked accordingly. Fee proposal should be quoted in “all inclusive” dollars. The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest fee proposal will not necessarily be the firm selected. The selection will be made of that firm which provided the best proposal. “Best” is defined as the best combination of qualitative factors and price proposal.

STEP 2 – INTERVIEWS/PRESENTATION: Interviews may be scheduled at the discretion of Chatham County. If scheduled, interviews shall be scored.

3.2 PROPOSAL DEADLINE: The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., DECEMBER 17, 2015**. Any proposal received after the time stipulated will be rejected and returned unopened to the proponent. For good and sufficient reason, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

3.3 WITHDRAWAL OF PROPOSAL: Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.

3.4 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 (except for as provided by Georgia law for proprietary information). The details of the proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. 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 Member during and after the evaluation process. Any information contained in the proposal that is considered by the Proponent as “proprietary” to remain confidential shall be clearly identified and justified.

3.5 LOBBYING: 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 of 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 actions may cause your proposal to be rejected.

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

- A. Introduction/Cover Letter
- B. Qualifications and Experience
- C. Methodology/Implementation Plan
- D. M/WBE Participation
- E. Fee Proposal - Submit using Fee Proposal Form
- F. References
- G. Other Relevant Facts/Information
- H. Attachments

Each proposal must be submitted in one (1) original and two (2) copies bound to:

Mr. Alton T Peterson Jr, Procurement Specialist
Chatham County Purchasing Department
1117 Eisenhower Drive - Suite C
Savannah, GA 31406
(912) 790-1621

3.7 COMPENSATION: The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure their offer.

3.8 REJECTING PROPOSALS: The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

3.9 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.

3.10 INQUIRIES: Direct any questions related to this RFP to Mr. Alton T Peterson, Jr. Procurement Specialist, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. You have until one week prior to due date. All questions shall be delivered by hand, mail, and fax or e-mailed as follows:

Chatham County Purchasing and Contracting Division
Attn: Alton T Peterson, Jr, Procurement Specialist
1117 Eisenhower Drive, Suite C Savannah,
GA 31406
(912) 790-1627 (FAX)
ATPeters@chathamcounty.org

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE

STATED IN WRITING.

3.11 METHOD OF SOURCE SELECTION: Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Section V of the Chatham County Purchasing Ordinance and Article VI of the Purchasing Procedures Manual for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposal (RFP). The County will not use any other factors or criteria in the evaluation of the proposals received.

3.12 EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this contract, the COMPANY agrees that the Company will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, and national origin, place of birth, physical handicap, or marital status.

**SECTION IV
SPECIAL CONDITIONS**

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

4.2 EVALUATION FACTORS: Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.

4.3 SELECTION PROCESS: Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent.

4.4 TERM: The term of the contract will be for one (1) year with renewal options for four (4) additional one (1) year terms.

4.5 PROPOSALS MUST BE RESPONSIVE TO:

4.5.1 INTRODUCTION/COVER LETTER (SECTION A): You should provide no more than a two (2) page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and fax number of one (1) contact to whom any correspondence should be directed. This section should include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

4.5.2 QUALIFICATIONS AND EXPERIENCE - TOTAL POSSIBLE POINTS: 25 (SECTION B): State the full name, address, and telephone number of your organization and include:

- A. The name, title, address, and telephone number of the person (s) who will be assigned to perform service under the proposal.

- B. Resumes/credentials of the person(s) who will perform the services required and state how long they have been with your firm. For each key staff person that will participate in the program, attach a resume. Highlight key and relevant experience. Credentials may be subject to verification.
- C. Adequate information to describe the scope of the offeror's previous experience in providing services for government tax collection services.
- D. List of current or former clients with requirements similar in scope and content to the proposed contract, a contact and current telephone number at each client location. Chatham County reserves the right to verify the information furnished.
- E. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- F. Provide complete details of any contract termination within the last 5 years and state the reason(s) for the termination.

4.5.3 METHODOLOGY/IMPLEMENTATION PLAN - TOTAL POSSIBLE POINTS: 30 (SECTION C): Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offeror's understanding of the Scope of Work described below. The statement shall include but not necessarily be limited to the offeror's proposed organizational structure and procedures to provide the required services, software and equipment to be used, expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror.

4.5.4 M/WBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D): Commitment in the level of local M/WBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the M/WBE requirements. History of Minority-owned, Women-owned business utilization.

4.5.5 FEE PROPOSAL - TOTAL POSSIBLE POINTS: 25 (SECTION E): Provide the basis for your fee on the fee proposal form provided.

4.5.6 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION F): Please provide at least three (3) current or past clients for whom you furnish(ed) delinquent tax resolution service similar to or the same as that requested herein. State the client's name, address, contact person, phone number, date(s) of service, a brief description of the services provided, and how long that reference has been your client.

4.5.7 INTERVIEWS/PRESENTATIONS - (TOTAL POSSIBLE POINTS: 30) If Required

4.6 CONTRACT: The successful respondent will be expected to execute a contract Within 30 days of notice of award.

- 4.7 **ASSIGNMENT:** The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the County.

SECTION V TECHNICAL SPECIFICATIONS

- 5.1 **BACKGROUND AND OBJECTIVES:** The purpose of the Request for Proposal (RFP) is to seek proposals from qualified firms to provide delinquent tax resolution services for the citizens of Chatham County. The Tax Commissioner's Office is charged with the collection of State, County, Board of Education and Transit taxes for all properties located within the County. The initial tool for collecting delinquent taxes is to send delinquent collection notification to all owners of record and afterwards, by thoroughly preparing the properties that still have unpaid taxes for one of the several monthly Tax Sales. Before a Tax Sales can take place all parties with a recorded interest in the property must be notified prior to the pending action. In order to determine all parties needing to be notified, a title search is required on each parcel.
- 5.2 **SCOPE OF WORK:** The successful Contractor at a minimum shall perform and carry out the services as specified below in a satisfactory and proper manner and in conformance with the standard practices and procedures of the profession. The Contractor is to provide delinquent tax resolution services for the Office of Chatham County Tax Commissioner.

5.2.1 Local Account Representative and Project Manager: The contractor shall provide an experienced local account representative who is based within Chatham County and/or a 30- mile radius of the Tax Commissioner's Office. The representative shall serve as the contractor's project manager for all work performed for the Tax Commissioner. The Firm/Contractor must have a minimum of 10 years of experience in government tax collection service and expertise in handling all aspects of delinquent collection programs, and shall be immediately accessible to the Tax Commissioner by office and cell phone as well as email. The account representative shall give immediate response and priority handling to any request or inquiry made by the Tax Commissioner.

5.2.2 Planning: The contractor's account representative shall meet with the Tax Commissioner or designated representative to review account volumes and the status of delinquent receivables. Collection goals and objectives will be established according to needs and desires of the Tax Commissioner. At the discretion of the Tax Commissioner, certain accounts may be flagged for removal from the collection process such as (but not limited to), debtors under bankruptcy relief and senior exemptions. Planning work will include addressing special needs, project management, communication hot-lines and desired customization of any work processes. A work calendar, suitable to the Tax Commissioner, will be developed with work volumes and critical target dates to achieve desired goals.

5.2.3 FIFA Production: The Tax Commissioner will first issue a write of FIFA as a prerequisite to Phase One processing. At the discretion of the Tax Commissioner, FIFA's may be issued and maintained as either a hard copy document or in an electronic format with a print on demand feature. FIFA's that are issued in an electronic format will contain a FIFA issue date. A statutory FIFA fee will also be posted to each delinquent FIFA account by the Tax Commissioner and included in the due amounts. The Tax Commissioner Will record each FIFA on the lien docket (GED) in the Clerk's Office of Superior Court as a prerequisite to Phase One processing.

5.2.4 Contractor will obtain a listing or electronic file of delinquent FIFA accounts to be serviced

from the Tax Commissioner. Delinquent FIFA account information provided by the Tax Commissioner will contain tax parcel ID, property street address if available, FIFA defendant name and address, FIFA issuance date, FIFA account number if available, lien docket book and page number if the FIFA has been recorded, current owner name and address if different from the FIFA defendant, and the years and amounts owed. Contractor will load the listing or file to its data processing system and aggregate all delinquent years under the respective tax parcel ID. Contractor will review all records for completeness of addresses to affect postal delivery. Partial addresses (needing city, state and zip code) will be researched and updated.

5.2.5 Contractor will produce an “entry of levy list” that identifies and incorporates each FIFA by specific reference. The list shall contain the necessary header language to effect a date of entry of levy according to statutory requirements. The “entry of levy list” shall be forwarded to the Tax Commissioner for retention. If requested by the Tax Commissioner, the contractor shall prepare an electronic file in MS WORD. The Tax Commissioner will maintain the file as a mail merge program so that FIFA documents can be easily printed on demand. Once received by the Tax Commissioner, an “entry of levy” will be made on the face of the FIFA.

5.2.6 After entry of levy has been made, the contractor shall produce a “first notice of levy” to the defendant in FIFA. The text and wording of the levy notice may be customized according to the desire and needs of the Tax Commissioner. On the day that the “entry of levy” list is prepared, levy notices using an abbreviated legal description that references the tax parcel ID shall be sent certified mail by the contractor to the FIFA defendant via the U.S. Postal Service. Contractor shall maintain a Post Office approved “firm” sheet as proof of mailing.

5.2.7 If requested, the contractor shall assist the Tax Commissioner in adding a standard service fee to the delinquent FIFA account records through manual entry or electronic batch updating.

5.2.8 The contractor shall promptly research all notices of levy that are returned by the Post Office as undeliverable for a correct address. Contractor shall utilize a variety of skip-tracing methods and proven industry tools such as internet search engines and “people-finder” databases to determine a correct and valid address for re-mailing. Contractor shall forward new and updated address information to the Tax Commissioner for use in updating tax account records.

5.2.9 During Phase One Production, the contractor will provide prompt customer support to the Tax Commissioner on any aspect of notice mailings, address corrections, or taxpayer concerns.

5.2.10 Phase Two (20 Day Notice) Production: Contractor will review all unpaid FIFA accounts with the Tax Commissioner prior to Phase Two Production. At the discretion of the Tax Commissioner, the contractor will prepare a 20-Day Notice with a referenced tax sale date against any and all remaining delinquent parcels. Parcels identified for tax sale will be scheduled for levy, notification, advertisement and sale according to work calendars and legal time frames to affect a non-judicial tax sale. Contractor shall develop a calendar of critical timeframes and dates, and assist the Tax Commissioner in adding additional service fees to the FIFA account records.

5.2.11 For each delinquent parcel, the contractor shall prepare a limited abstract of title through county deed records to determine the current owner(s), lienholder(s) and mortgagee(s) of record. Contractor shall verify the correct defendant in FIFA (January 1st owner) for each delinquent year. The title examination and public record search shall include any and all parties of recorded interest as shown by deed, General Execution Docket, Lis Pendens Docket, and Probate Court records. The Tax Commissioner specifies that in performing examination of title, the contractor shall in all cases

attempt to provide a “Warranty” deed as the vesting deed of record for the defendant in FIFA or delinquent property owner. In meeting this specification, the Tax Commissioner recognizes that the contractor may be required at times to perform up to a full 50-year title search, or issue a full opinion of title according to accepted standards of Georgia title laws and procedures. The Tax Commissioner specifies that the costs for additional title work by the contractor, outside the norm of a limited abstract, is to be priced separately as a flat fee.

5.2.12 Contractor shall also verify that the delinquent tax parcel matches the legal description of the corresponding deeds of record. Parcels that contain ownership and legal description errors, or do not correspond to tax maps, shall be returned to the Tax Commissioner with corrective information. Contractor shall notify the Tax Commissioner with information for correction.

5.2.13 Contractor shall prepare a statutory 20-Day notice of execution of tax levy directed to the current owner, lienholders, mortgagees, defendant in FIFA, tenant in possession and other parties of recorded interest. The 20-Day notice shall contain a legal description of the property and the necessary recitals so as to be in compliance with all legal requirements for providing written notice of levy on land. Contractor shall effect process of service by certified mail, return receipt requested, to all parties of recorded interest as identified by the title examination including State and Federal taxing authorities. Contractor shall consult financial directories and databases to insure proper notifications to banks and lending institutions that may have merged or changed names due to acquisitions.

5.2.14 Contractor shall monitor files and prepare legal advertisements for all parcels levied for tax sale that remain unpaid. Contractor shall submit legal advertisement to the Tax Commissioner or the County’s legal organ according to critical timeframes and dates.

5.2.15 Contractor shall monitor files, update the title and prepare a statutory 10-day notice of pending tax sale for all parcels remaining unpaid. The 10-day notice shall be sent by the contractor as regular first class mail and certified mail, return receipt requested, to all parties that were listed for service of levy including any municipalities that have unpaid tax executions issued against the delinquent parcel. The 10-day notice shall be mailed according to critical timeframes and dates.

5.2.16 Prior to tax sale, Contractor shall review each levied parcel according to stringent quality control standards for accuracy, correctness, and due diligence. A final updated title report shall be prepared and reviewed to ensure notification of all parties including those that may have entered the chain of title during the interim time period after the effective date of the original title report.

5.2.17 If required, the contractor shall assist the Tax Commissioner with preparing beginning bids including all applicable legal costs, fees, and commissions. The contractor, if required, shall also assist with conducting tax sales on the Courthouse steps and issuing bid receipts.

5.2.18 Contractor shall deliver to the Tax Commissioner all file research, notices and return receipt copies at the time of either the first advertisement, 10-day notice of sale or at such time that the Tax Commissioner specifies. The complete hard copy files will be delivered to the Tax Commissioner on any parcel scheduled for tax sale at least 2 weeks prior to sale.

5.2.19 Tax Sale Files furnished by the contractor shall contain copies of the following:

- a) Title Abstract
- b) Vesting Deeds and Security Deeds
- c) Notice of Execution of Tax Levy

- d) 20 Day Notice prior to advertisement
- e) Notice of State or Federal tax lien
- f) 10 Day Notice of Tax Sale
- g) Certified Mail Receipts and/or Returned Mail
- h) Due Diligence Research
- i) Legal Advertisement
- j) File Review and Due Diligence Check List
- k) All notes and comments

5.2.20 The Tax Commissioner will place a copy of the executed and recorded tax deed, bid receipt and publisher's affidavit in the file for post sale retention.

5.2.21 The Tax Commissioner will handle all post sale notices of excess funds as well as the holding and distributing of such funds.

5.2.22 Optional Phase Two Production: The Tax Commissioner recognizes that a "one size fits all" approach may not apply to all delinquent properties in all cases. Some delinquent properties that are either long abandoned or contain severe title defects limit the ability for collection by non judicial levy and sale. The Tax Commissioner specifies that the contractor must have the flexibility of optional processes by offering judicial in-rem tax foreclosures for select problem properties. If requested, the contractor shall assist the Tax Commissioner in establishing criteria for identifying such properties. At the discretion of the Tax commissioner, the contractor and its attorneys shall prepare and issue a full title opinion, identify all parties of interest, prepare and file the proper petitions with Superior Court, and provide full service handling of all proceedings and appearances before the Court to affect a judicial in-rem tax foreclosure. The costs or pricing associated with this service would be based on a per parcel review and agreed upon between the Tax Commissioner and the Contractor.

SECTION VI

**EVALUATION AND AWARD
ANNUAL CONTRACT FOR DELINQUENT TAX RESOLUTION SERVICES
FOR CHATHAM COUNTY TAX COMMISSIONERS**

6.1 EVALUATION: Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows. *The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the services requested.*

STEP 1: PROPOSAL SUBMITTAL (TOTAL POSSIBLE POINTS: 100).

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications and Experience</i>	25
<i>Methodology/Implementation Plan</i>	30
<i>M/WBE Participation</i>	15
<i>Fee Proposal</i>	25
<i>References</i>	5

STEP 2: INTERVIEWS/PRESENTATIONS-IF REQUIRED (TOTAL POSSIBLE POINTS: 30)

6.2 CONTRACT AWARD:

- 6.2.1** Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.
- 6.2.2** No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.

**REQUEST FOR PROPOSAL
CHATHAM COUNTY, GEORGIA**

FEE PROPOSAL FORM

RFP NO. 15-0128-6

**ANNUAL CONTRACT FOR DELINQUENT TAX RESOLUTION SERVICES
FOR CHATHAM COUNTY TAX COMMISSIONERS**

I have read and understand the requirements of this proposal, RFP #15-0128-6, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I agree to furnish the Services as described in RFP #15-0128-6, for the fee listed below. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal. In addition, the County reserves the right to accept any part or all of the fee schedule and to negotiate any charges contained herein unless qualified otherwise.

For charges for Phase One Production:

FLAT FEE _____ per parcel / collection for delinquent
FIFA with a balance less than \$50.00

FLAT FEE _____ per parcel / collection for delinquent
FIFA with a balance of \$50.00 or
greater.

For charges for Phase Two Production:

FLAT FEE _____ per parcel / collection and is not
in addition to any Phase One charges.

FLAT FEE _____ per parcel / collection for additional
title work requiring up to a full 50 year
search.

FIRM NAME: _____

PROPOSER: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY BUSINESS ENTERPRISE? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

ATTACHMENT A

DRUG - FREE WORKPLACE CERTIFICATION

THE UNDERSIGNED CERTIFIES THAT THE PROVISIONS OF CODE SECTIONS 50-24-1 THROUGH 50-24-6 OF THE OFFICIAL CODE TO GEORGIA ANNOTATED, RELATED TO THE ****DRUG-FREE WORKPLACE****, HAVE BEEN COMPLIED WITH IN FULL. THE UNDERSIGNED FURTHER CERTIFIES THAT:

1. A Drug-Free Workplace will be provided for the employees during the performance of the contract; and
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:

_____ (CONTRACTOR)
certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **ANNUAL CONTRACT FOR DELINQUENT TAX RESOLUTION SERVICES FOR CHATHAM COUNTY TAX COMMISSIONER (PROJECT)** 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, 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 Presence, 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 for ANNUAL CONTRACT FOR DELINQUENT TAX RESOLUTION SERVICES FOR CHATHAM COUNTY TAX COMMISSIONER 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 contract or 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 _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State: _____

DPC Form #45

ATTACHMENT D

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with_____ (name of

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ___, 20__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires:

ATTACHMENT E

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

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

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

(Printed or typed Name of Signatory)

(Signature)

(Date)

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

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

ATTACHMENT F

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

Name of Bidder: _____

Name of Project: _____

Bid No: _____

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

MBE Total _____

WBE Total _____%

M/WBE Combined _____%

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

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

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

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

individual, business, corporation, partnership, or other private entity]

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

OR

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

OR

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

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

Signature of Applicant: _____ Date _____

Printed Name: _____

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

**ATTACHMENT H
AFFIDAVIT REGARDING LOBBYING**

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

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

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

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

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

Notary Public
My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 166316

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. On DECEMBER 17, 2015** in **Chatham County Purchasing and Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, Ga.** for **REP 15-0128-6 ANNUAL CONTRACT FOR DELINQUENT TAX RESOLUTION SERVICES FOR CHATHAM COUNTY TAX COMMISSIONER.**

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcounty.org>, or by calling Alton T Peterson, Jr, Procurement Specialist, at (912) 790-1621. 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 PROPOSALS AND TO WAIVE ALL FORMALITIES.

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

MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH N/P INSERT: Dec. 1, 2015