

INVITATION TO BID

BID NO. 20-0071-7

**ANNUAL CONTRACT TO PROVIDE UNSKILLED CONTRACT LABOR STAFFING
FOR PUBLIC WORKS AND PARKS AND RECREATION**

**PRE-BID CONFERENCE (AUDIO AVAILABILITY ONLY):
10:00 A.M., OCTOBER 20, 2020**

BID OPENING: 2:00 P.M., NOVEMBER 3, 2020

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TABITHA ODELL

COMMISSIONER JAMES J. HOLMES

COMMISSIONER JAMES "JAY" JONES

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER CHESTER A. ELLIS

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 Bid Package or are required to be submitted with the bid. It is the responsibility of the bidder to read, complete and sign, where indicated, and return these documents with his/her bid. **FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE BID.**

GENERAL INFORMATION AND INSTRUCTIONS TO BID WITH ATTACHMENTS

SURETY REQUIREMENTS (a Bid Bond of 5% with this ITB)

PROPOSAL

PLANS/DRAWINGS

BID SCHEDULE

PERFORMANCE BOND – Required at the time of contract and with each renewal.

PAYMENT BOND – Required at the time of contract and with each renewal.

CONTRACT

LEGAL NOTICE

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

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

COUNTY TAX CERTIFICATE REQUIREMENT - Contractor must supply a copy of their Tax Certificate from their location in the State of Georgia, as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER

CITY _____

COUNTY _____

OTHER _____

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

African-American_____ Asian American_____ Hispanic_____

Native American or Alaskan Indian_____ Woman_____

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

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBER(S)_____

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

TITLE: _____

COMPANY: _____

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1623

Date: October 5, 2020

BID NO. 20-0071-7

GENERAL INFORMATION FOR INVITATION FOR BID

This is an invitation to submit a bid to supply Chatham County with construction, equipment, supplies and/or services as indicated herein. Sealed bids will be received at the Office of the Purchasing Director, at **The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 up to 2:00 P.M., November 3, 2020, Purchasing will open bids at the designated time and bidders may listen to the opening via conference call at 1-888-585-9008, conference room code 743-636-882. The County reserves the right to reject all bids that are non-responsive or not responsible.**

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

A **Pre-bid Conference** has been scheduled for **October 20, 2020, at 10:00 A.M., Participants may attend by calling 1-888-585-9008, conference room code 743-636-882,** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Bidders attending remotely are asked to mute phones when not speaking, in consideration of others. **You are encouraged to attend.**

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

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

This project IS NOT a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.22 for M/WBE participation goals.

**SECTION I
INSTRUCTIONS TO BIDDERS**

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids 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 Bids: All bids shall be:**

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

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

1.3 **How to Submit Bids: All bids shall be:**

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

**Chatham County Purchasing and Contracting
Purchasing Director
1117 Eisenhower Drive
Suite C
Savannah, Georgia 31406.**

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

1.4 **How to Submit an Objection:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

- a. When a pre-bid conference is scheduled, bidders shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-bid conference.
 - b. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
 - c. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.
- 1.5 **Errors in Bids:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. In case of error in extension of prices in the bid, the unit price will govern.
- 1.6 **Standards for Acceptance of Bid for Contract Award:** The County reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.
- 1.7 **Bid Tabulation:** Tabulations for all bids will be posted for thirty (30) days after the bid opening in the Office of Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406 or can be reviewed on the Purchasing web site 24/48 hours after opening at <http://purchasing.chathamcounty.org>.
- 1.8 **Bidder:** Whenever the term "bidder" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," or other party submitting a bid or proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.9 **Responsible / Responsive Bidder:** *Responsible Bidder* means a person or entity that has the capability in all respects to perform fully and reliably the contract requirements. *Responsive Bidder* means a person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.
- 1.10 **Compliance with Laws:** The bidder and/or contractor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute,

ordinances and rules during the performance of any contract between the contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

- 1.11 **Contractor:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents.
- 1.12 **Local Preference:** The local preference policy as amended January 2016 under the new Purchasing Ordinance. This Ordinance does not apply to construction contracts. However, contractors are encouraged to apply the same method when awarding bids to local and local M/WBE businesses whenever possible in order to promote growth in Chatham County's economy. **NOTE: Local Preference does not apply to Public Works Construction contracts.**
- 1.13 **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 the Board contract.

- 1.14 **Performance Evaluation:** On 11 April 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, at 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.

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

1.16 **State Licensing Board for General Contractors:** Pursuant to Georgia law, the following types of contractors must obtain a license from the State Licensing Board of Residential and General Contractors by 1 July 2008 :

***Residential - Basic Contractor** (Contractor work relative to detached one-family and two-family residences and one-family townhouses not over three stories in height).

***Residential - Light Commercial Contractor** (Contractor work or activity related to multifamily and multiuse light commercial buildings and structures).

***General Contractor** (Contractor work or activity that is unlimited in scope regarding any residential or commercial projects).

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

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

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

1.18 **Surcharge:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA. with all delivery handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of the bid.

The County will not pay additional surcharges.

SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS

- 2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.
- 2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.
- 2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from bid opening date, unless otherwise stated in the bid.
- 2.4 **Completeness:** All information required by Invitation for Bids/Proposals must be completed and submitted to constitute a proper bid or proposal.
- 2.5 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.
- 2.6 **Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.
- 2.7 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.

- 2.8 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.
- 2.9 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.
- 2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose or restricting competition.
- 2.11 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.
- 2.12 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 – Vendor Disputes, shall govern the review and resolution of all protests.
- 2.13 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work,

specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

- 2.14 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information.

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

- 2.15 **Insurance Provisions, 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 for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

- 2.15.1 General Information that shall appear on a Certificate of Insurance:

Name of the Producer (Contractor's insurance Broker/Agent).

Companies affording coverage (there may be several).

Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).

A Summary of all current insurance for the insured (includes effective dates of coverage).

A brief description of the operations to be performed, the specific job to be performed, or contract number.

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.

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

- a. **Commercial General Liability:** Provides protection against bodily injury

and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.

- b. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident., disease policy limit, disease each employee and Statutory Worker's Compensation limit.
- c. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an Any Auto basis.

2.15.3 Special Requirements:

- a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- b. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
- d. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- e. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of

insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance is updated for the entire term of the Contract.

- 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.

2.15.4 **Additional Coverage for Specific Procurement Projects:**

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

<u>Minimum Limits:</u>	\$1 million per claim/occurrence
<u>Coverage Requirement:</u>	If claims-made, retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional <u>must state</u> 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 Requirements: Occupancy Clause - permits County to use the facility prior to issuance of Notice of Substantial Completion.

2.16 **Compliance with Specification - Terms and Conditions:** The Invitation to Bid, Legal Advertisement, General Conditions and Instructions to Bidders, Specifications, Special Conditions, Vendor's Bid, Addendum, and/or any other pertinent documents form a part of the bidders proposal or bid and by reference are made a part hereof.

2.17 **Signed Bid Considered Offer:** The signed bid shall be considered an offer on the part of

the bidder, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Director or his designee. In case of a default on the part of the bidder after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

- 2.18 **Notice to Proceed:** The successful bidder or proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Director or his designee. If the successful bidder does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.19 **Payment to Contractors:** Instructions for invoicing the County for products delivered to the County are specified in the contract document.
- a. Questions regarding payment may be directed to the Finance Department at (912) 652-7900 or the County's Project Manager as specified in the contract documents.
 - b. Contractors will be paid the agreed upon compensation upon satisfactory delivery of the products or completion of the work as more fully described in the contract document.
 - c. Upon completion of the work or delivery of the products, the Contractor will provide the County with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - d. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.20 The Chatham County Board of Commissioners has adopted an aggressive program that establishes goals for minority/woman, small and disadvantaged business participation in construction, professional services, and general procurement.
- a. The Chatham County Board of Commissioners under Georgia law may reject any bid as non-responsive if they feel a bidder did not exercise "Good Faith Effort in obtaining the goal established for M/WBE participation.
 - b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and women owned businesses, through M/WBE certification and development. In order to accurately document participation, businesses submitting bids, quotes or proposals are encouraged to

report ownership status. A bidder or vendor that is certified by any agency of the Federal Government or State of Georgia may submit a copy of their certification with their bid as proof of qualifications. Bidders that intend to engage in joint ventures or utilize subcontractors must submit to the County Contracts Administrator, a report on Minority/Women Business Enterprise participation.

Goals established for this project is 12% MBE/ 5% WBE.

- c. A Minority/Women Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/women individuals and whose daily business operations are managed and directed by one (1) or more of the minority/female owners.
- 2.21 Bidders or proposers are required to make a **Good Faith Effort**, where subcontracting is to be utilized in performing the contract, to subcontract with or purchase supplies from qualified M/WBE's. Bidders or proposers are required to state if they intend to subcontract any part of the work. Goals will be established for each contract at the onset. **Forms** requiring the signatures of bidders or proposers are enclosed as **Attachments** and must be completed and returned with your bid response. If forms are not completed and submitted, the bid may be considered nonresponsive.

Each bidder or proposer is required to maintain records of such efforts in detail adequate to permit a determination of compliance with these requirements. All contracts will reflect **Good Faith Efforts** and reporting requirements for the term of the contract. The County particularly urges general contractors to give emphasis to subcontracting with local area firms.

For information on the program or M/WBE contractors/vendors please contact Connell C. Heyward, Chatham County Minority and Women Business Coordinator, 1117 Eisenhower Drive, Suite 101, Savannah, Georgia 31406, (912) 652-7926 phone, (912) 652-7849 fax.

- 2.22 **GEORGIA OPEN RECORDS ACT** - The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. Seq., unless otherwise provided by law.

Responses to RFP's shall be held confidential from all parties other than the County until after the contract is awarded by the Board of Commissioners.

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

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

- 2.23 **GEORGIA TRADE SECRET ACT of 1990** - In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.24 **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. Again, this is contract specific to the County contracts only.
- 2.25 **EXCEPTIONS**-All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:
- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - c. Trade secrets or proprietary information submitted by a bidder, offer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.

**SECTION III
ADDITIONAL CONDITIONS**

3.1 **METHOD OF COMPENSATION.** The compensation provided for herein shall include all claims by the CONTRACTOR for all costs incurred by the CONTRACTOR in the conduct of the Project as authorized by the approved Project Compensation Schedule and this amount shall be paid to the CONTRACTOR after receipt of the invoice and approval of the amount by the COUNTY. The COUNTY shall make payments to the CONTRACTOR within thirty (30) days from the date of receipt of the CONTRACTOR's acceptable statement on forms prepared by the CONTRACTOR and approved by the COUNTY.

3.2 **SURETY REQUIREMENTS and Bonds: (check where applicable)**

- A. Such bidder shall post a bid bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 5% of the bid price.**
- B. Contractor(s) shall post a payment/performance bond, certified check or money order made payable to the Chatham County Finance Department in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet specifications and will be delivered per contract. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.**
- C. Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia and approved by Chatham County.**
- D. 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 sprites 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.

- E. 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.**

3.3 AUDITS AND INSPECTIONS:

At any time during normal business hours and as often as the County may deem necessary, the Contractor and his subcontractors shall make available to the County and/or representatives of the Chatham County Department of Internal Audit for examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

3.4 WARRANTY REQUIREMENTS:

- a. Provisions of item 2.7 apply.
 - b. Warranty required.
- X
- 1. Standard warranty shall be offered with bid.
 - 2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3.5 TERMS OF CONTRACT: (check where applicable):

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

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

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents

contained in this Invitation for Bids/ Proposals package, and that any exception taken thereto may disqualify his/her bid/proposal.

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

This _____ day of _____ 20 ____.

BY _____
SIGNATURE

TITLE

COMPANY

Phone / Fax No.

CHATHAM COUNTY, GEORGIA
SURETY REQUIREMENTS

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

A Performance Bond for one hundred percent (100%) of the bid **shall not** be required of the successful bidder.

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

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

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

COMPANY

DATE

SIGNATURE

TITLE

TELEPHONE NUMBER

SECTION IV

ANNUAL CONTRACT TO PROVIDE UNSKILLED CONTRACT LABOR STAFFING FOR PUBLIC WORKS AND PARKS AND RECREATION

SPECIFICATIONS FOR:

BID NO. 20-0071-7

- 4.0 **GENERAL INFORMATION:** The purpose of this solicitation is to establish specifications and solicit bids for assisting the Public Works and Parks and Recreation Departments with their long-term temporary contract labor needs. For additional information concerning specifications, please contact Ms. Robin Maurer, Asst. Purchasing Director at (912) 790-1623.

The County reserves the right to award multiple contracts from this single solicitation. To make sure the number of laborers required by the scope of work is met, multiple contracts may be awarded based on the different departments, or sections within a department.

The Public Works Department requires two distinct and separate sets of contract laborers. The Parks and Recreation Department requires one set of contract labor.

Currently, the Public Works Department has 19 contract laborers utilized by Solid Waste. The Public Works Department utilizes an additional 15 contract laborers assigned to Storm Water. Currently, Storm Water is only requiring 10 contract laborers daily. The Parks and Recreation Department has a daily requirement for 9 contract laborers.

The County wishes to obtain and maintain a given employee quality level. Therefore, we have established minimum hourly rates to be paid to temporary personnel. The bid will consist of these minimum rates plus contractor mark-up. The County reserves the right to request proof of compliance with required minimum hourly rates.

For classification purposes, the relevant "Scopes" Class Codes are:

- 9403 Refuse
- 5506 Street or Road Paving
- 0042 Landscaping-Cleaning Ditches

4.1 **DUTIES:**

The following is a listing of the duties of the labor assigned to the three distinct and separate work areas:

4.1.1 **SOLID WASTE:**

- A. Unskilled manual labor for the County's curbside leaf, limb and bulky waste collection program in Unincorporated Chatham County. *Note: The County*

does not collect putrescible household garbage as part of its routes.

- B. Normal working hours are from 7:00 a.m. to 3:30 p.m. **Overtime is required.** Some Saturday and some County Holiday work should be considered standard.
- C. Contract labor utilized by Solid Waste are under the general supervision of a Route Supervisor, and under close supervision of the compactor or boom truck driver. The labor performs a variety of manual, unskilled duties of routine difficulty. Work includes lifting citizen-filled containers, bags and materials into rear loading compactor vehicles for disposal or recycling. Said labor may also provide the labor for off-loading of materials collected at disposal or recycling sites.
- D. Labor assigned may ride on the compactor's riding steps in accordance with current industry standards while collecting within residential neighborhoods, provided the speed of the vehicle is less than 10 miles per hour, and the distance between stops is 0.2 miles or less. No contract labor will be on the riding steps at any time while a compactor is backing up, on major roadways or highways or when the speed of the compactor or the distances traveled between stops exceeds the aforementioned parameters.
- E. Two contract laborers are assigned to each compactor with a County driver. Additionally, one contract laborer is assigned as a crew member with a County driver on one of the two County boom trucks. The set out for each residence in unincorporated Chatham County is limited to grass clippings, leaf and limb, and household bulky items, such as household furniture and appliances.
- F. Contract laborers should be able to utilize rakes, shovels, pitch forks, and push brooms. All assigned contract labor should be able to lift 50 pounds.
- G. Contract labor assigned to Solid Waste are required to be available for the entire route day. Route completion requires working beyond the normal work hours of 7:00 a.m. – 3:30 p.m. Overtime is an expectation of all contract labor assigned to Solid Waste. The Contractor should, therefore, understand when submitting a bid that it is the expectation of Chatham County that any contract labor assigned to Solid Waste will be on an assigned compactor or boom truck until the completion of the entire day's route which can occasionally extend as late as 7:00 p.m. Ten to twelve hour days are considered routine.

4.1.2 STORM WATER:

- A. Unskilled manual labor performing a variety of roadside and drainage structure maintenance activities at, near or within rights-of-ways and drainage structures in Unincorporated Chatham County.

- B. Normal work hours: 7:00 a.m. to 3:30 p.m. with overtime as required.
- C. Contract laborers assigned to Storm Water are under the close supervision of a maintenance supervisor or crew leader. This labor will perform a variety of manual, unskilled duties of routine difficulties. Work may also include trimming shrubbery, cleaning grounds, cutting grass, removing litter, loading and unloading ditch spoils. Any laborer assigned to work as part of a construction crew may be tasked to perform routine storm water drainage and maintenance tasks, which may include assisting more experienced maintenance and construction workers.

4.1.3 PARKS AND RECREATION:

- A. Unskilled labor assigned to Parks and Recreation are utilized to perform a variety of manual unskilled duties of routine difficulty in and around recreational facilities, playing fields, and active sports and passive recreational complexes in Unincorporated Chatham County.
- B. Normal work hours: 7:00 a.m. to 3:30 p.m. Monday thru Friday.
- C. Contract laborers under the close supervision of a maintenance supervisor or crew leader may be engaged in trimming shrubbery, cleaning grounds, cutting grass, removing litter, loading and unloading trucks. Laborers may work as part of a construction crew performing routine building and ground maintenance and repairs.
- D. Contract laborers in Parks and Recreation will assist established maintenance crews with cleaning, litter collection, clearing and maintaining ditches within parks and recreational facilities, lawns, sports fields, painting, loading and unloading trucks.
- E. Contract laborers routinely use tools and equipment such as line trimmers, implements such as rakes, shovels, pitch forks, bush axes, loppers, and string trimmers and push mowers.

4.1.4 ADDITIONAL DUTIES OF ALL CONTRACT LABOR:

- A. Contract laborers shall perform ground guide activities related to the two sections of Public Works. Laborers assigned to Parks and Recreation maybe asked to perform ground guide activities as it specifically relates to the workload of Parks and Recreation. Ground guides serve a deterrent against backing accidents, or in situations where the driver's or equipment operator's vision is obscured.

4.2 TYPE OF ACCEPTABLE LABOR PLACED:

- 4.2.1 The Contractor shall provide contract laborer physically able to perform the work assigned to them.

4.3 **DRUG FREE WORKPLACE:**

4.3.1 Chatham County is a drug-free work place. It is anticipated that all contract labor provided will be drug-free. It is the Contractor's responsibility to preform both drug screening and background checks for contract labor. It is also the responsibility of the Contractor to at least once per year, perform random drug screens on, all long-term contract laborers. Long-term contract laborers are defined as those who have completed six (6) or more successive months of employment at Chatham County furnished by the Contractor. If any contract laborer appears to be under the influence, impaired and/or presents a safety risk to themselves and/or other employees, Chatham County will request that contract laborer be removed. The laborer will not be allowed to be placed again with Chatham County, until such time as a copy of the test results have been provided by the Contractor indicating the laborer is substance free.

4.4 **PERSONAL PROTECTIVE EQUIPMENT (PPE):**

4.4.1 The following minimum must be in the possession of or on each contract laborer when they report to work each work day:

- A. Steel-toed work boots with intact attached soles, properly laced and tied (ANSI Class II) **are MANDATORY.**
- B. Appropriate rain gear for those assigned to Solid Waste and Storm Water, (rain suit, heavy duty rain ponchos, rain jacket and pants)
- C. Rain boots

4.4.2 The County will provide the following Personal Protective Equipment (PPE) to contract labor:

- A. Gloves
- B. Hearing Protection (ear plugs)
- C. Safety Vest
- D. Eye Protection (safety goggles)
- E. Masks (as required due to viruses)

4.4.3. Each laborer shall be responsible for maintaining and bringing with them each work day the PPE that was issued to them. While the County considers most PPE items as normal wear and tear items, requiring routine replacement, daily or successive issue(s) of PPE (with the exception of face masks), the County does not expect contract laborer to daily request new PPE in cases where such PPE items have been forgotten, lost, abandoned or left unsecured in work vehicles.

4.4.4 If PPE is re-issued to a contract laborer once within six (6) weeks, due to forgetting, losing, or leaving it in a work vehicle, the Project Manager(s) or designee(s) will contact the on-site Contractor's Representative, and they shall jointly determine if the contract laborer is a suitable placement and how the costs associated with continual replacement of PPE will be absorbed. In no case, shall a contract laborer be allowed to work or continue to work

on any assignment if they are not in full compliance with the requirements for PPE. If the contract laborer is sent home due to lack of compliance with PPE requirements, the Contractor is under full contractual obligation to replace the non-compliant worker immediately.

- 4.4.4 The Contractor is required to visually examine each contract laborer to ensure that they are in possession of all required PPE before the laborer can be counted as part of the fulfillment requirement for manpower. Contract laborers who are lacking in any item of PPE, AT THE TIME OF CHECK-IN, will not work that day, nor any successive days when they do not have the full complement of PPE. The Contractor will then be under a contractual obligation to furnish a replacement contract laborer within two hours.
- 4.4.5 Contract laborers are expected to wear the PPE as each job assignment requires and/or to have it available to wear or use in case conditions or task assignments change.

4.5 USE OF THE CONTRACT LABOR FORCE:

- 4.5.1 All contract labor will routinely be employed eight (8) hours per day, five days per week. Work hours will be consistent with those of the employees of Public Works and Parks and Recreation.
- 4.5.2 Overtime is not a routine requirement for contract laborers assigned to the Storm Water Section of Public Works nor those assigned to Parks and Recreation.
- 4.5.3 Public Works and Parks and Recreation will provide a reasonable amount of notice, as the situation allows when labor in Storm Water or Parks and Recreation is required to work overtime. In the event of an extended work day, Chatham County is not required to provide transportation to the contract laborer's home.
- 4.5.4 As previously stated in this document, the requirement for overtime, (10-12 hour work days, weekends and some County Holidays) for contract laborers assigned to Solid Waste should be expected on a weekly, if not a daily basis. Contractor is responsible for ensuring that labor assigned to Solid Waste is available for the entire route day. The Contractor shall be responsible for handling all scheduling conflicts for laborers assigned to Solid Waste. Contract laborers who cannot commit to regular routine overtime should not be placed in Solid Waste.
- 4.5.5 Scheduling conflicts with contract laborers are also the responsibility of the Contractor.
- 4.5.6 It is the contractor's responsibility to have the full complement of contract labor at the designated location no later than 6:45 a.m. each work day.
- 4.5.7 Contract laborers who are habitually late, experience frequent absences due to various non-work related circumstances, shall be replaced by the Contractor after three separate instances occurring within one calendar month. Such contract laborers may not be placed again with Chatham County for a period not to exceed

three months.

- 4.5.8 Chatham County will pay ONLY for the actual hours each contract laborer works. Chatham County may release all or a portion of the contracted labor force when conditions do not permit the crews to do productive work or at times when conditions warrant.

4.6 OTHER CONTRACT LABOR ISSUES:

4.6.1 Chatham County bears no responsibility for the following:

- A. Forward telephone calls or messages for the contract laborer
- B. Collection/distribution of Contractor correspondence, payroll information, time cards, or checks
- C. Reference checks for other employment or for obtaining loans or other private monetary transactions between a contract laborer and other entities.

4.7 CONTRACT LABOR FORCE TIMEKEEPING REQUIREMENTS:

4.7.1 The Contractor is responsible for establishing a viable and confirmable timekeeping procedure/process. A digitally based system or application for the collection of individual employee time, which is uniform, easily understandable, and eliminates errors in reporting work assignments, hours worked and pay. It is the desire of the County to eliminate the vast majority timekeeping/recording/calculation responsibilities from Chatham County personnel. The only exception would be reconciliation of labor assigned and their individual hours worked necessary to process Contractor(s) invoices for payment.

4.8 FURNISHING THE LABOR:

4.8.1 IT IS IMPERATIVE THE SOLID WASTE SECTION HAS A FULL COMPLEMENT OF LABORERS ON HAND AT 6:45 A.M. As previously stated, the County may, at its discretion ELECT to award multiple individual contracts in an effort to maintain the necessary workforce.

4.9 REPLACEMENT OF CONTRACT LABORER:

4.9.1 If for any reason, a contract laborer cannot work a full eight hour day, for Storm Water or Parks and Recreation, the Contractor must replace that contract laborer within one hour from the time the initially assigned laborer leaves the job.

4.9.2 The one hour time allowance does not apply to the requirement for the Contractor to have the full complement of labor supplied to each Department/Section by 6:45 a.m.

4.9.3 If for any reason an assigned contract laborer cannot work a full route day for Solid Waste, the Contractor must supply a replacement contract laborer to fulfill the route

day obligation each and every day by 6:45 a.m. A contract laborer who CANNOT WORK AN ENTIRE ROUTE DAY SHOULD NOT BE SCHEDULE TO WORK IN SOLID WASTE.

- 4.9.4 The Contractor must provide a representative to meet and register the contract laborers every work day. The Contractor's Representative MAY NOT BE ONE OF THE CONTRACT LABORERS, as part of the contracted work force. This Contractor Representative must be on-site on or before 6:45 a.m. The selected Contractor(s) MUST SUPPLY THE FULL COMPLEMENT OF CONTRACT LABORERS by 6:45 a.m. each day.

4.10 CANCELLATION OF THE CONTRACTED LABOR FORCE:

- 4.10.1 The Project Manager(s) may cancel a portion or all of the contract labor force by advising the Contractor by 6:00 a.m. on the day(s) when the workforce is not required. On such days, the County shall not be charged for the use of the contract labor force.

- 4.10.2 If the labor force is not cancelled on time, each contract laborer will be paid for a minimum of two (2) hours, or for any period of time over two (2) hours for which the contract laborer was actually employed in productive work.

- 4.10.3 The County, at its discretion, may suspend use of the labor force when funding is restricted or limited. Additionally, Section or Departmental use of the number of contract laborers provided may be increased or decreased for a period of time. The Contractor will be notified if additional work force is required. The Contractor will be provided with a minimum of five working days to supply the new full complement of contract labor, if the new increase exceeds three additional new contract laborers. Likewise, the Contractor will be informed in of a decrease for a period in excess of ten working days or by more than three contract laborers.

4.11 TRANSPORTATION OF CONTRACT LABOR:

- 4.11.1 The Contractor may elect at their discretion to provide transportation for the labor force to and from the County's premises at 7226 Varnedoe Drive, each day. The Contractor is REQUIRED to have a representative on-site at 7226 Varnedoe Drive, to ensure that the full complement of labor required by each Department/Section is available, on-time and properly outfitted to perform the day's work.

- 4.11.2 The Contractor's on-site Representative shall not leave the County premises if any of the following situations or circumstances exists:

- A. The full complement of contracted labor was not on-site, work-ready by 6:45 a.m.

- 4.11.3 Four (4) repeated failures to provide the full complement of contract labor and/or failure to provide replacement contract laborers and transport them to their field assignment areas in any three month period shall automatically result in a contract

review. Six (6) or more failures in the same three month time frame to perform as previously described shall result in a negative contract fulfillment finding. Additional lapses in performance shall result in contract termination for cause.

4.11.4 The Contractor shall bear all responsibility of transporting all late-arriving laborers to the field location of their assignments for that specific day. It remains the Contractor's Representative's responsibility to confirm the name of the day laborer delivered late to a work assignment location, the location and the time of the laborer's delivery to the work site to the nearest fifteen (15) minutes for each and every late or replacement contract laborer with the Project Manager(s) or designee.

4.11.5 The Project Manager will confirm with the Section Supervisor/Driver or Crew Leader, the information provided by the Contractor's Representative to ensure accuracy and compliance.

4.12 REMOVAL OF INDIVIDUAL CONTRACT LABORERS:

4.12.1 Public Works or Parks and Recreation will request the Contractor remove contract laborer conducting themselves in an unacceptable manner, creating a disturbance or distraction or not performing their work assignments satisfactorily.

4.12.2 Acceptable attire and footwear criteria for all contract labor regardless of work assignment:

- A. All shirts must be tucked into pants and buttoned to expose minimal skin.
- B. All pants should be belted. Belted pants should be worn at the natural waist line. Pants that are belted below the natural waist line, or that are worn in such a manner as to expose or increase the likelihood of exposure of either skin or undergarments is prohibited.
- C. All work clothes should be clean.
- D. Pants leg length should be no longer than the top of the front of the shoe, or the beginning of the sole at the back of the shoe.
- E. Caps, hats, sunglasses worn outside are permissible. These items shall be removed when entering buildings, during meetings, while attending indoor training sessions and when conducting business with Public Works or Parks and Recreation staff.
- F. Footwear should be steel-toed work boots in keeping with the exposures and potential for injuries in each Department or Section and in keeping with the type of footwear established for Public Works and Parks and Recreation personnel. Footwear with slick soles (no treads), footwear held together with tape, rubber bands or other types of securing devices not manufactured in or as part of the shoe's intended design, are prohibited. All shoes/boots shall have laces that secure the shoe/boot to the foot by tying the laces. All laces must be tied on each shoe/boot to prevent trips and falls.
- G. Any attire which prohibits a contract laborer from safely and efficiently performing assigned duties will not be permitted. Examples of this are: wearing shirts untucked that can get caught in tools or equipment, extending dragging pants or pant hems that become a trip hazard, pants (belted or

unbelted) worn below the natural waist that exposes or has the potential upon movement to expose either skin or undergarments, or that must constantly be adjusted or held with one hand represents a distraction and an inability to efficiently and productively perform work assignments.

H. Clothing including hats, tee-shirts or pins that bear the name of organizations, political affiliations, alcohol, tobacco, drugs, obscene or inappropriate workplace language, words, designs or objectionable displays of any type are unacceptable.

4.12.5 If the Project Manager(s), or designee, or the Superintendent or Assistant Superintendents of the Section(s) to which a contract laborer is assigned determine that ANY apparel or footwear adversely affects a contract laborer's safety, the safety of others, serves as a distraction, inhibits or prohibits the laborer's ability to perform the day's assigned work tasks, **the contract laborer will not be permitted to work and hours will not be compensated.**

4.12.6 The Contractor's Representative must immediately provide a replacement laborer and ensure that the replacement laborer meets all of the requirements and is ready to work.

4.13 TOOLS/SAFETY EQUIPMENT:

4.13.1 Public Works and Parks and Recreation will provide members of the contract labor force with any and all tools and equipment necessary to complete their work assignments. Loss or damage to County-owned equipment or tools by a contract laborer shall be the responsibility of the Contractor. The Contractor will be required to replace at cost any tool or piece of equipment that is lost or damaged as a result of a laborer's negligence. All tools and equipment (other than PPE) shall be returned to the County at the end of each work day.

4.13.2 The only power tools the contract labor force will be required to utilize are line or string trimmers, walk-behind push mowers, and backpack blowers. Contract laborers SHALL NOT operate County vehicles.

4.14 EMERGENCY MEDICAL TREATMENT OF CONTRACT LABORERS:

4.14.1 Should a contract laborer become ill or be involved in an accident and sustain a personal injury, the County will arrange for the transport of the contract laborer to a Contractor designated facility by appropriate means. Should emergency medical services be required for transport, the cost of the EMS will be the responsibility of the Contractor. The Contractor will be responsible for the cost of medical treatment for a contract laborer injured on the job.

IF AN EMPLOYEE IS SICK, BUT DOES NOT REQUIRE EMERGENCY TREATMENT, THE CONTRACTOR WILL BE NOTIFIED TO PROVIDE TRANSPORTATION OF THE ILL LABORER AND TO PROVIDE A REPLACEMENT LABORER AT THE SAME TIME.

4.15 CONTRATOR RESPONSIBILITY:

- 4.15.1 The successful contractor will be responsible for providing all the necessary insurance, including Workers' Compensation Insurance for each employee placed by the Contractor with Chatham County. The Contractor will be responsible for any Worker's Compensation claims arising out of or from the task assignments with Chatham County Public Works or Chatham County Parks and Recreation. Contractor will supply their Certificate of Insurance at time of contract.
- 4.15.2 Chatham County bears no responsibility for damages caused by the contract labor force.

ANNUAL CONTRACT TO PROVIDE UNSKILLED CONTRACT LABOR STAFFING FOR PUBLIC WORKS AND PARKS AND RECREATION

Public Works – Solid Waste

Minimum Labor Pay Rate	Vendor Mark-up	Total Paid by County per hour/per laborer
\$9.10		

Public Works – Storm Water

Minimum Labor Pay Rate	Vendor Mark-up	Total Paid by County per hour/per laborer
\$9.10		

Parks and Recreation

Minimum Labor Pay Rate	Vendor Mark-up	Total Paid by County per hour/per laborer
\$9.10		

The Contractor agrees that each laborer placed with Chatham County will be paid a minimum of \$9.10 per laborer.

Award will be based on the Total Paid by the County per hour/per laborer.

_____ % INCREASE IN YEAR 2 OF THE CONTRACT

_____ % INCREASE PER YEARS 3-5

NAME/TITLE

COMPANY NAME

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

EMAIL ADDRESS

ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG)

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 TO PROVIDE UNSKILLED CONTRACT LABOR STAFFING FOR PUBLIC WORKS AND PARKS AND RECREATION**(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 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 **ANNUAL CONTRACT TO PROVIDE UNSKILLED CONTRACT LABOR STAFFING FOR PUBLIC WORKS AND PARKS AND RECREATION** 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:

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 voluntarily 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:

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ DATE OF SERVICE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ DATE OF SERVICE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ DATE OF SERVICE: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____ DATE OF SERVICE: _____

CHECKLIST FOR SUBMITTING BID

Sign below and submit this sheet with Bid

NOTE: All of the following items must be submitted with your Bid to be considered "responsive."

1. ACKNOWLEDGMENT OF ANY/ALL **ADDENDUMS** (Page 3 of ITB).
2. **ORIGINAL SURETY BOND (5% OF BID) ALONG WITH SURETY REQUIREMENTS SHEET FILLED OUT (BONDING IS NOT REQUIRED FOR THIS PROJECT)**
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. **% TO MBE SUBCONTRACTORS/SUPPLIERS SHEET COMPLETELY FILLED OUT SHOWING \$ AMOUNT AS WELL AS % OF PROJECT THAT IS PROJECTED TO GO TO MBE/WBE SUBCONTRACTORS/SUPPLIERS.**
5. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *Form for Reference Information are attached to this Bid Package.*
6. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
7. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru G).**
8. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

LEGAL NOTICE
CC NO. 168065
Invitation to Bid

Sealed Bids will be received until **2:00 P.M.** on **November 3, 2020** in **Chatham County Purchasing & Contracting Department, at The Chatham County Citizens Service Center, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406**, for: **BID NO : 20-0071-7-ANNUAL CONTRACT TO PROVIDE UNSKILLED CONTRACT LABOR STAFFING FOR PUBLIC WORKS AND PARKS AND RECREATION.** Purchasing will open bids at the designated time and bidders may listen to the opening via conference call at 1-888-585-9008, conference room code 743-636-882.

PRE-BID CONFERENCE: Conference call has been scheduled for October 20, 2020, at 10:00 A.M. Participants may attend by calling 1-888-585-9008, conference room code 743-636-882. **You are encouraged to attend.**

The Bid Package can be downloaded and printed from the County Purchasing and Contracting website <http://purchasing.chathamcounty.org>.

All firms requesting to do business with Chatham County must also register on-line at <http://purchasing.chathamcounty.org>. For additional information concerning specifications, please contact Robin Maurer at (912) 790-1623, rlmaurer@chathamcounty.org

CHATHAM COUNTY HAS THE AUTHORITY TO REJECT ALL BIDS AND WAIVE MINOR FORMALITIES.

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

MARGARET H. JOYNER, PURCHASING DIRECTOR

SAVANNAH NEWS/PRESS INSERT: October 5, 2020