

PROPOSAL

**REQUEST FOR PROPOSALS - RFP NO.: 21-0112-6**

**ANNUAL CONTRACT FOR UNDERGROUND UTILITY LOCATING  
AND MARKING SERVICES**

**PRE-PROPOSAL CONFERENCE: N/A**

**PROPOSALS RECEIVED BY: 5:00 P.M., SEPTEMBER 21, 2021**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH A. ADAMS

JONATHAN R. HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the 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.

**ACKNOWLEDGE RECIEPT OF ADDENDUM(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 proposal.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**SIGNATURE:** **DATE:**

\_\_\_\_\_  
**TITLE:** **COMPANY:**

**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) 790-1618**

**DATE: September 01, 2021**

**RFP NO.: 21-0112-6**

**GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

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., September 21, 2021**. 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.

**All firms** requesting to do business with 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 31406.**

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

**1.4 HOW TO SUBMIT AN OBJECTION:** Objections from Offerors to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing 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 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.

**1.6 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.

**1.7 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.

**1.8 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.

**1.9 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.

**1.10 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."

**1.11 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. It is the proposer's responsibility to inform the County if placed on the Federal or State of Georgia Excluded Parties Listing at any time during the proposal process. 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.

**1.12 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 cost proposal, cost quoted must also be firm for a sixty day period.

- 2.4 **COMPLETENESS:** All information required by 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 Ordinance – Part 9 – Vendor Disputes 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 irresponsible 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.

**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.

- 2.11 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. 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, 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.
  - a. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.
  - b. **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.
  - c. **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.

- d. **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.
- e. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- f. **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 sub proposers. 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) 652-7905 or the County's Project Manager as specified in the 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 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 LICENSE, 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) 790-1621.

**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) 652-7828 or [cheyward@chathamcounty.org](mailto: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

## REQUEST FOR PROPOSALS

### GENERAL CONDITIONS SECTION III

3.1 **DESCRIPTION AND OBJECTIVES:** Chatham County Board of Commissioners is soliciting proposals from qualified vendor(s) to provide underground utility locating and marking services via the state of Georgia's Utility Notification Center (GA811) for the County's telecommunications utilities. The County presents this "Request for Proposal" to describe its needs and those criteria which will be used to determine selection of services.

3.2 **METHODOLOGY:** The procurement described herein may be conducted in a two-step selection process, a summary of which follows:

**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. 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:** The evaluation committee **may** request an interview with each finalist firm. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will interview/present.

3.3 **PRE-PROPOSAL CONFERENCE:** No pre-proposal conference will be held.

3.4 **PROPOSAL DEADLINE:** The response to this 'Request for Proposal' must be received by the Purchasing Division no later than **5:00 P.M., September 21, 2021**. Any proposal received after the time stipulated may be rejected and returned unopened to the proponent. It is emphasized that late proposals may be rejected.

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

- 3.5 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.
- 3.6 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.
- 3.7 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member 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.
- 3.8 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. Experience and Qualifications
  - C. Technical Approach
  - 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 four (4) copies and one (1) electronic version (disc or thumb drive) to:

Chatham County Purchasing and Contracting Division  
Attn: Lynn Strickland, Procurement Specialist  
1117 Eisenhower Drive, Suite C  
Savannah, GA 31406  
(912) 790-1621

- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 INQUIRIES:** Direct any questions related to this RFP to Lynn Strickland, Procurement Specialist, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. If you choose to mail your questions, do not place the RFP number on the outside of the envelope. DEADLINE FOR ALL QUESTIONS IS *one week* prior to due date. All questions shall be delivered by hand, mail, fax, or e-mailed as follows:

Chatham County Purchasing and Contracting Division  
Attn: Lynn Strickland, Procurement Specialist  
1117 Eisenhower Drive, Suite C, Savannah, GA 31406  
(912) 790-1627 (FAX)  
[Lstrickland@chathamcounty.org](mailto:Lstrickland@chathamcounty.org)

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE STATED IN WRITING.

- 3.12 METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Part 3, Section I, B. of the Chatham County Purchasing Ordinance 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.

- 3.13 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the COMPANY agrees as follows:

The COMPANY will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

#### **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 cost schedule will be considered in the award recommendation. Commitment in the level of involvement of local 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.* Further evaluation may include an oral presentation/demonstrations and will be scheduled after receipt of the written proposal and approval of the shortlist.
- 4.4 PROPOSALS MUST BE RESPONSIVE TO:**
- 4.4.1 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.
- 4.4.2 EXPERIENCE AND QUALIFICATIONS - TOTAL POSSIBLE POINTS: 30 (SECTION B):** List of similar projects performed in the last five years with a brief narrative of each project, client, services provided by company, value of services, client's point of contact and phone number. Include a statement as to why it is considered a similar project. List of key personnel including project manager along with resumes. Identify the key personnel necessary for implementing the project. Describe how key personnel will be involved in project. Discuss business history.



**4.4.3 TECHNICAL APPROACH - TOTAL POSSIBLE POINTS: 25**

**(SECTION C):** Policies and procedures for managing the services requested in this RFP to include laws and rules and regulations for the State of Georgia, and any local codes or ordinances. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offerors' understanding of the Scope of Work. The qualifications, certifications, and experience of personnel that will be assigned to provide the services. List the equipment that will be used by the locate technicians and their experience with the equipment. State the firm's procedure for the reporting, and investigation of damaged utilities. Include the method by which the firm will collect and record information to prove a locate was performed in the event of damaged utilities. Narrative should include 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. Please describe any competitive advantages of your approach which would distinguish your approach from the competition.

**4.4.4 MWBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D):**

Disadvantaged Firm Involvement. Commitment in the level of local MWBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the MWBE requirements. History of Minority-owned, Women-owned business utilization. Narrative describing past accomplishment in this area. Proposers may also provide their company's employee demographic information regarding their company's commitment to equal opportunity.

**4.4.5 FEE PROPOSAL - TOTAL POSSIBLE POINTS: 25 (SECTION E):**

The total fee for the services must be all inclusive and cover any items which may normally be regarded as reimbursable for this project and shall be stated on the fee proposal form. All proposers shall use the fee proposal form.

**4.4.6 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION F):**

Please provide at least three (3) references. Please provide the client's name, address, phone number and the name of a contact person. Chatham County reserves the right to contact any known former clients about your performance.

**4.4.7 INTERVIEWS/PRESENTATIONS (IF REQUIRED) – TOTAL POSSIBLE POINTS: 30**

**4.5 REQUIRED COUNTY DOCUMENTS:**

Proposer shall submit the required County documents in the RFP Response. These forms include:

- Proposal Form
- Drug Free Workplace

- Non-Discrimination Statement
- Disclosure of Responsibility Statement
- Contractor Affidavit
- Debarment Certification
- MWBE Certification
- SAVE Affidavit
- Lobbying Affidavit
- Evidence that if required, the proposer will provide payment and performance bonds

**4.6**     **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice of award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which may occur. As well, the County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted.

**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**     **GENERAL INFORMATION:** Chatham County Board of Commissioners is soliciting proposals from qualified vendor(s) to provide underground utility locating and marking services via the state of Georgia’s Utility Notification Center (GA811) for the County’s telecommunications utilities. All locating and marking services are to be performed in accordance with O.C.G.A 25-9, GPSC Rule 515-9-4, GPSC Rule 515-9-6, and any local codes or ordinances. Chatham County, GA has approximately 39 miles of underground fiber conduit that services multiple sites throughout the county.

**5.2**     **DEFINITIONS:**

**"Business days"** means Monday through Friday, excluding the following holidays: New Year's Day, Birthday of Dr. Martin Luther King, Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve, and Christmas Day. Any such holiday that falls on a Saturday shall be observed on the preceding Friday. Any such holiday that falls on a Sunday shall be observed on the following Monday.

**"Business hours"** means the time from 7:00 A.M. to 4:30 P.M. local time on business days.

**"County"** means the County of Chatham County, Ga

**"Contractor"** means any person, firm, or entity that is providing the services as requested in this document.

**"Damage"** means any impact or exposure that results in the need to repair a utility facility or sewer lateral due to the weakening or the partial or complete destruction of the facility or sewer lateral including, but not limited to, the protective coating, lateral support, cathodic protection, or the housing for the line, device, sewer lateral, or facility.

**"Emergency"** means a sudden or unforeseen occurrence involving a clear and imminent danger to life, health, or property; the interruption of utility services; or repairs to transportation facilities that require immediate action.

**"Excavator"** means any person engaged in excavating or blasting as defined in this Code section.

**"Excavating"** means any operation using mechanized equipment or explosives to move earth, rock, or other material below existing grade. This includes but is not limited to augering, blasting, boring, digging, ditching, dredging, drilling, driving-in, grading, plowing-in, ripping, scraping, trenching, and tunneling. "Excavating" shall not include pavement milling or pavement repair that does not exceed the depth of the existing pavement or 12 inches, whichever is less. The term shall not include routine road or railroad maintenance activities carried out by road maintenance or railroad employees or contractors, provided that such activities occur entirely within the right of way of a public road, street, railroad, or highway of the state; are carried out with reasonable care so as to protect any utility facilities and sewer laterals placed in the right of way by permit; are carried out within the limits of any original excavation on the traveled way, shoulders, or drainage ditches of a public road, street, railroad, or highway, and do not exceed 18 inches in depth below the grade existing prior to such activities; and, if involving the replacement of existing guard rails and sign posts, replace such guard rails and sign posts in their previous locations and at their previous depth. "Excavating" shall not include farming activities.

**"Extraordinary circumstances"** means circumstances other than normal operating conditions which exist and make it impractical or impossible for a facility owner or operator to comply with the provisions of this chapter. Such extraordinary circumstances may include, but shall not be limited to, hurricanes, tornadoes, floods, ice and snow, and acts of God.

**"Facility owner or operator"** means any person or entity with the sole exception of a homeowner who owns, operates, or controls the operation of a utility facility.

**"Locate request"** means a communication between an excavator and the utilities protection center in which a request for designating utility facilities, sewer laterals, or both is processed.

**"Locator"** means a person who is acting on behalf of facility owners and operators in designating the location of the utility facilities and sewer laterals of such owners and operators.

**"Positive response information system" or "PRIS"** means the automated information system operated and maintained by the utilities protection center at its location that allows excavators, locators, facility owners or operators, and other affected parties to determine the status of a locate request or design locate request.

**"PSC or GPSC"** means the Georgia Public Service Commission.

**"Tolerance zone"** means the width of the utility facility or sewer lateral plus 18 inches on either side of the outside edge of the utility facility or sewer lateral on a horizontal plane.

**"Utilities protection center" or "UPC"** means the corporation or other organization formed by facility owners or operators to provide a joint notification service for the purpose of receiving advance notification from persons planning to blast or excavate and distributing such notifications to its affected facility owner or operator members.

**"Utility facility"** means an underground or submerged conductor, pipe, or structure used or installed for use in providing electric or communications service or in carrying, providing, or gathering gas, oil or oil products, sewage, waste water, storm drainage, or water or other liquids. All utility facilities shall be considered to extend up to the connection to the customer's facilities. The term does not include traffic control devices, traffic management systems, or sewer laterals.

### **5.3 CONTRACTOR'S PRIMARY OBJECTIVES AND RESPONSIBILITIES:**

- 5.3.1** The selected Contractor will receive underground utility locate requests directly from the Georgia State Utility Notification Center (commonly known as "GA811") and manage the entire telecommunications locating and marking process for Chatham County. The Contractor shall furnish all labor, supervision, tools, materials, paint, flags, equipment (including hardware and software compatible with the existing communication systems used by GA811 One-Call) and transportation to perform Underground Utilities Locating and Marking Services in accordance with O.C.G.A 25-9, GPSC Rule 515-9-4, GPSC Rule 515-9-6, and any local codes, or ordinances.
- 5.3.2** Receive and respond to all Telecommunications Utility Locate request notices directed to Chatham County through GA811.
- 5.3.3** Provide such markings and protection as may be required, including painting, flagging or staking.
- 5.3.4** All vehicles of the Contractor will prominently display the Contractor's name and emergency telephone number at all times while at work sites.

- 5.3.5** Notify the County’s representative within two (2) hours of the discovery of an “Identified but Un-locatable” Underground Facility so as to advise the County’s representative of the situation. The County’s representative will determine the course of action to be taken. If no course of action is successful, the Contractor shall notify the Excavator of the presence of an Identified but Un-locatable Facility and caution the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy. Contractor is not liable for any damages to Identified but Un-locatable Facilities.
- 5.3.6** Notify the County representative within two (2) hours of becoming aware that any County Underground Facility has been damaged.
- 5.3.7** Responsible for obtaining all licenses, permits, inspections and other authorizations required for Contractor’s performance of the services.
- 5.3.8** Provide personnel that are proficient in the use of approved locating devices, methods, marking procedures, communicative skills, and record-keeping requirements necessary to perform the locating and marking tasks.
- 5.3.9** Notify the County’s representative of any discovered discrepancies or omissions in the Maps and Records or other information provided by the County. In the event that the Contractor updates County provided mapping based on field discoveries, such mapping shall be supplied to the County.
- 5.3.10** Retain and safeguard the County’s location Maps and Records. Records shall not be disclosed or made available to any Person not approved by the County, except as required by law. Any requests for Maps and Records shall be directed to the County’s representative.
- 5.3.11** Gather the needed information and submit damage reports.
- 5.3.12** Prepare documentation and record-keeping, including keeping proof of each locate for a period of no less than 6 months.
- 5.3.13** Each and every representative of the Contractor that will be responsible in any capacity to fulfilling the requests of this document must have read and understand O.C.G.A 25-9, GPSC Rule 515-9-4, and GPSC Rule 515-9-6.
- 5.4** **LOCATING:** The Contractor is required to perform the duties of this contract in accordance with Georgia Code 25-9, GPSC Rule 515-9-4, GPSC Rule 515-9-6, and any local codes, or ordinances. If a proposed excavation or demolition is planned in such proximity to a underground utility line in which the utility line may be destroyed, damaged, dislocated, or disturbed, the operator shall mark the approximate horizontal location of the underground utility line on the ground and 18 inches of either side of the

underground utility line by means of stakes, paint, flags, or a combination thereof. The Contractor shall mark the underground utility line and report the marking status to the PRIS within 48 hours that begins at 7:00 am the next business day of the received locate request, unless the Contractor is unable to do so due to “extraordinary circumstances” (Refer to definition section above).

If the Contractor is unable to mark the location within the time allowed under O.C.G.A 25-9-7 due to extraordinary circumstances, the Contractor shall, after declaring Extraordinary Circumstances with Georgia 811, respond to all applicable requests with the PRIS code 3J. Notifying Georgia 811 is only one step in the process. Extraordinary Circumstances is not fully invoked until utility members respond to any/all locate requests, during their specified time period, with that code. Once the Extraordinary Circumstance has passed, the utility contractor must update all instances of 3J responses to the applicable PRIS code.

**5.5 EMERGENCY NOTIFICATIONS:** Responses should be made as quick as possible to emergency notifications.

**5.6 LOCATE LIABILITY O.C.G.A 25-9-9:**

(a) For the purposes of this chapter, the location of utility facilities which is provided by a facility owner or operator in accordance with subsection (a) of Code Section 25-9-7 to any person must be accurate to within 18 inches measured horizontally from the outer edge of either side of such utility facilities. If any utility facility becomes damaged by an excavator due to the furnishing of inaccurate information as to its location by the facility owner or operator, such excavator shall not be subject to any liability resulting from damage to the utility facility as a result of the blasting or excavating, provided that such person complies with the requirements of Code Section 25-9-8 and there is no visible and obvious evidence to the excavator of the presence of a mismarked utility facility.

(b) Upon documented evidence that the person seeking information as to the location of utility facilities has incurred losses or expenses due to inaccurate information, lack of information, or unreasonable delays in supplying information by the facility owners or operators, the facility owners or operators shall be liable to that person for any such losses or expenses.

**5.7 CIVIL PENALTIES, LOSSES AND EXPENSES:** If the Contractor performing duties under this contract for the County should fail to perform duties imposed by the Georgia Utility Facility Protection Act and Public Service Commission Rules for the Enforcement of the Underground Utility Damage Prevention Act, they are subject to the liabilities and civil penalties afforded in O.C.G.A 25-9-9 and PSM Rule 515-9-4  
All civil penalties and fees due to a violation of the Georgia Underground Facilities Protection Act that are imposed onto the Owner/Operator due to the Contractor’s negligence, will be paid by the contractor.

Any losses or expenses that are the result of the Contractor's negligence to properly locate, mark, respond to locate notices, or to properly notify the owner/operator and GA811 if for any reason the utility can't be located within 48 business hours of receiving the notice to locate will be paid by the contractor.

- 5.8 UNDERGROUND DAMAGE INSPECTIONS:** The Contractor is required to assign a qualified person to investigate all damages to the County's underground utilities. The Contractor will provide a damage investigation packet; the packet will consist of a written report, copy of the locator's manifest, damage investigation drawing, and color photos. The Contractor is to prepare a locate manifest in a format acceptable and as required by the Public Service Commission (PSC). This will include an as-built type of drawing (paper or electronic) or markings with a sketch with measurements to permanent structures and color photos.

The written report is required to have the VA811 ticket number, damage date, name of excavator/Contractor, responsible party or caller, investigator, type of facility damaged, narrative of events, cause of damage, and additional comments. The damage report is due to the respective Project Manager within two weeks after the damage. The Contractor shall be required to pay restitution to the County for damages due to incorrect underground utility locating as deemed by the Project Manager. The billing request will be for time, material, and equipment. Damage investigations are to be billed one (1) hour for each investigations at the Hourly Rate. The Contractor should perform a damage report on all damages to determine fault to satisfy the PSC requirements.

- 5.9 REPORTS:** In the event the Contractor encounters any County underground facilities that are identifiable, but un-locatable, the Contractor shall contact the respective /Project Manager or designee after having exhausted reasonable efforts to locate such facility. Contractor will submit a deficiency report to the County and the County will either assist the Contractor or complete said locates at no cost to Contractor. Identifiable, but "Un-locatable" facilities are defined as facilities whose presence is known but which cannot be located with reasonable accuracy using electronic devices designed to respond to the presence of such underground facilities. The Contractor will be required to locate up to the point of break along tracer wire. The Contractor will also submit a deficiency report for hand-holes with missing or broken lids, missing labels, or that have been compromised in any way.

- 5.10 INVOICING:** The Contractor shall invoice the County on a monthly basis for all Locate Requests and Hourly Rate work completed during the preceding calendar month.

**5.10.1** The Contractor's monthly invoice shall include the following:

- a) The County's Contract Number;
- b) The period during which the services were performed (the "Billing Period");
- c) The total number of Locate Requests received;

- d) The total number of Locate Requests completed, by rate;
- e) The total number and nature of additional Hourly Rate or other services performed; and
- f) The total charges for the Billing Period.

**5.10.2** The Contractor's monthly invoice shall be supported with a report that shall include an itemized tabulation showing the following information with respect to each Locate Request the Contractor received:

- a) Ticket number;
- b) Date of completed Locate Request;
- c) Locations of proposed excavation; and
- d) Type of request.



**SECTION VI  
REQUEST FOR PROPOSAL  
RFP NO. 21-0112-6  
FEE PROPOSAL FORM**

I have read and understand the requirements of this proposal, RFP #21-0112-6, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. The proposed cost shall include all labor, materials, equipment and freight to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expenses involved.

**\*\*ALL PROPOSERS MUST BE REGISTERED VENDORS ON THE COUNTY’S WEBSITE. PLEASE REGISTER AT [www.purchasing.chathamcounty.org](http://www.purchasing.chathamcounty.org)\*\***

<b>ITEM</b>	<b>UNIT DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>UNIT PRICE</b>
1	Normal Locate Rate	Per Ticket	\$
2	No Conflict Rate	Per Ticket	\$
3	Hourly Rate	Per Hour	\$
4	Hourly Overtime Rate	Per Hour	\$

**RATE TYPES:**

1. Normal Locate Rate (Field) – Rate applied to each Locate Request received from the One-Call Center for marking the County’s Underground Facilities in accordance with O.C.G.A 25-9, GPSC Rule 515-9-4, GPSC Rule 515-9-6, and any local codes, or ordinances. All Locate Requests will have a maximum footage of 300 feet per request. Requests in excess of 300 feet will be billed as an additional “Normal Locate Rate” ticket for each 300-foot increment.

2. No Conflict Rate – Rate applied to each Locate Request that is determined as not in conflict and cleared without having to make a site visit.

3. Hourly Rate – Rate applied for work requested by the County outside the normal scope of completing Locate Requests, including Site Surveillance, Locate Requests for survey work, damage investigations (one hour per investigation) and any special reporting requested by the County.

4. Hourly Overtime Rate/Call Out Rate – Rate applied for any Hourly Rate work that exceeds eight (8) hours in a given day or Hourly work outside of normal working hours 7:00 AM to 5:00 PM, Monday through Friday, except holidays. This rate is also applied to any Emergency Locate Request that is received and requires response by Contractor outside normal working hours on Business Days.

FIRM NAME: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**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 UNDERGROUND UTILITY LOCATING AND MARKING SERVICES** (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 Present, 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 UNDERGROUND UTILITY LOCATING AND MARKING SERVICES** hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
- (3) In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
- (4) That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference in the contract which this Company may be awarded;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT C

### DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

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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.

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3. List any convictions or civil judgments under states or federal antitrust statutes.

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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.

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5. List any prior suspensions or debarments by any governmental agency.

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6. List any contracts not completed on time.

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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.

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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.**

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(Printed or typed Name of Signatory)

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(Signature)

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(Date)

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

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**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. 168454

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on SEPTEMBER 21, 2021** in **Chatham County Purchasing and Contracting Department, 1117 Eisenhower Drive, Suite C, Savannah, GA. 31406,** **RFP NO. 21-0112-6 ANNUAL CONTRACT FOR UNDERGROUND UTILITY LOCATING AND MARKING SERVICES.**

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing website <http://purchasing.chathamcounty.org>, or by calling Lynn Strickland, 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. THIS WILL BE THE ONLY SOLICITATIONS FOR THIS PROJECT. ONLY THOSE FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

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

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MARGARET H. JOYNER, PURCHASING DIRECTOR

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SAVANNAH NEWS/PRESS INSERT: September 3, 2021