

INVITATION TO BID

BID NO. 22-0004-3

**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS
CHATHAM COUNTY FACILITIES**

MANDATORY PRE BID: 10:00 A.M. February 14, 2022

BID OPENING: 2:00 P.M. February 28, 2022

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN J. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON WHITELY

COMMISSIONER BOBBY LOCKETT.

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER KENNETH ADAMS

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 & SUBCONTRACTOR 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) 790-1624

Date: FEBRUARY 4, 2022

BID NO. 22-0004-3

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. February 28, 2022** at which time they will be opened and publicly read. **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 ***"MANDATORY ON-SITE" PREBID CONFERENCE*** has been scheduled to be conducted at **10:00 AM, February 14, 2022, JUVENILE COURT, 197 CARL GRIFFIN DRIVE, (CONFERENCE ROOM)** Savannah GA, 31405 to discuss the Specifications or Scope of Services and resolve any questions and/or misunderstanding that may arise. 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 and Procedures Manual.

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, 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 stature, 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:** On 27 March 1998, the Board of Commissioners adopted a Local Vendor Preference 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, 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.

- 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 Apublic benefits are legally present in the United States. Contracts with the County are considered Apublic 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.

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 mention 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 sixty (60) 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 of 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.
- 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 unresponsive whenever such bidder/proposer cannot document the ability to deliver the requested product.

- 2.14 **Chatham County Tax Certificate Requirement:** A current Chatham County or municipal tax certificate (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Tax Certification prior to submitting a proposal. However, the tax certificate 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 April 8, 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 A 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, 124 Bull Street, Suite 310, Savannah, Georgia 31401, (912) 652-7828 phone, (912) 652-7951 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.
- 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.

**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)**
(Does not apply to this project)

- 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, and;**

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:

- X a. Provisions of item 2.7 apply.
b. Warranty required.
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 _____ PRINT NAME _____

TITLE _____

COMPANY _____

Phone / Fax No. _____

**CHATHAM COUNTY, GEORGIA
SECTION IV
SCOPE OF WORK**

SPECIFICATIONS FOR:

BID NO. 22-0004-3

**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS
CHATHAM COUNTY FACILITIES**

GENERAL INFORMATION:

The purpose of this proposal is to establish specifications and solicit bids for an annual contract for specialized lawn care services for various Chatham County facilities as listed herein. For additional information concerning specifications, please contact Lori Holdorf, Procurement Specialist, Purchasing and Contracting, at (912) 790-1624. Detailed specifications are as follows:

4.0 CONTRACT SPECIFICATIONS:

- 4.0.1 The contract period will be for a period of one year with renewal options for four (4) additional one (1) year terms. Contract prices are to remain fixed for the duration of the contract.
- 4.0.2 Bidders are required to furnish with their bid, a list of equipment which will be used in the performance of contract. Chatham County reserves the right to visit bidder's place of business to verify equipment and personnel availability.

4.1 SITE LOCATIONS:

Successful Contractor will be required to provide the services specified herein at the following Chatham County facilities:

Location:	Facility:	Address:
Site 1	Chatham County Citizens Service Center	1117 Eisenhower Drive
Site 2	Chatham County Tag Office	1135 Eisenhower Drive
Site 3	Savannah-Chatham Metro Police Department Annex	295 Police Memorial Drive
Site 4	Juvenile Court/Modules/Police Annex Guard Walk	197 Carl Griffin Drive
Site 5	CNT	71 Ross Rd
Site 6	Record Center	4225 Augusta Rd
Site 7	Savannah-Chatham Police Precinct #5	54 Johnny Mercer Boulevard
Site 8	Animal Services	7215 Sallie Mood Dr.
Site 9	Precinct #6	9306 Whitefield Ave
Site 10	The Front Porch	2203 Abercorn St.
Site 11	Chatham County recycling Center	1321 Eisenhower Dr.
Site 12	Fleet Building	33 Minus Ave
Site 13	Project Management Bldg.	1249 Eisenhower Dr.

4.2.1

SITE 1 - CHATHAM COUNTY CITIZENS SERVICE CENTER:

Boundaries: Front (Eisenhower Drive); west side (parking lot fence); back (fence) east side (½ of median between buildings in front and in back). Contractor shall maintain parking area between buildings (back) and walkways.

SITE 2 - CHATHAM COUNTY TAG OFFICE:

Boundaries: Front (Eisenhower Drive); west side (½ median between buildings; back (fence); east side (street).

PLEASE NOTE: Chatham County has a serious problem of cigarette butt disposal in mulched areas at this facility. Contractor shall consider this factor when determining the type of mulch material to used at this location.

SITE 3 - SAVANNAH-CHATHAM METRO POLICE DEPARTMENT:

Boundaries - Front (tree line and speed limit sign); north side (fence); back (area enclosed within fence); south side (tree line).

Service to north side of this facility will require the use of a hand mower.

**Employee(s) providing service in the back area of this facility are required to meet the “Personnel Screening” requirements identified in Section 4.13.

SITE 4 - JUVENILE COURT/MODULES/POLICE ANNEX GUARD WALK:

Boundaries: Front of building, cut around flag pole. Right side parking lot, cut an eight (8) foot area from parking lot road not to exceed line of small trees. Cut only on left side of road leading to back area. Stop at fence areas left side and back of building. The parking lot in the back of the court is secure and would only be accessible during normal working hours. Cut ditch area on right side of the driveway towards the rear of the building.

Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 5 – CNT:

Boundaries- All grounds inside of black tennis court screening and all lawn area from screening to road side. Area in back of both buildings from building to fence will be maintained as to present a neat and clean appearance and will be raked every three (3) months or as needed during the fall/winter months.

SITE 6- RECORD CENTER:

Site includes house and large field at address 17 Minus Avenue. Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 7 - SAVANNAH-CHATHAM POLICE PRECINCT #5:

Boundaries - Lawn areas are as follows and are as viewed from facing front of building. Left side, cut lawn to single pine trees. Rear of building, cut lawn to swell and edge of small pine forest. Right side of building, cut lawn and trim shrubbery both sides on entry road. Also, lawn area to intersecting road will be cut. Pine forest bordering Johnny Mercer Boulevard will be raked and maintained as to present a neat appearance. Area may need weed eating and/or bush hogging. Both sides on exit road are part of contract.

SITE 8 – ANIMAL SERVICES:

Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 9 – PRECINCT #6

Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 10 – THE FRONT PORCH

Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 11 – CHATHAM COUNTY RECYCLING CENTER

Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 12 – FLEET BUILDING

Field on the left at entrance needs to be serviced. Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

SITE 13 – 1249 EISENHOWER DRIVE

Street side building and Employ Ability area. Wide area mowing is to be scheduled every 10 and 14 days according to the respective season.

4.2 SCOPE OF WORK- LAWN & TURF AREAS:

- 4.2.1 Contractor will mow lawn areas every 14 days. Service will be increased from every 14 days to every 10 days during the months of April, May, June, July, August, September and October.
- 4.2.2 To avoid damage, Contractor will not mow any lawn area to a height of less than 1-1/2".
- 4.2.3 It will be the Contractor's responsibility to maintain all lawn areas in a neat and attractive condition. LITTER AND DEBRIS MUST BE COLLECTED, REMOVED, AND PROPERLY DISPOSED OF PRIOR TO MOWING ANY LAWN AREA. Contractor will dispose of all debris "Off Site" in compliance with all County and State codes, bylaws, and ordinances. Once mowing is completed, Contractor will sweep and remove any dirt, sand and/or grass clippings from curbs, paved areas, sidewalks, or streets which adjoin the grassed areas.
- 4.2.4 Clippings may be left on turfed areas unless they pose damage to the lawn. Contractor will remove all clippings which may cause turf damage. If clippings are determined by the County representative to be unsightly, Contractor will be required to spread by double mowing or by use of a mulching mower.
- 4.2.5 Contractor will furnish and apply a "slow release" fertilizer at the manufacturer's recommended rate to all lawn and turf areas, twice annually. Fertilizer will be applied in the spring and fall of each year.
- 4.2.6 Contractor will furnish and apply a pre-emergent weed killer at the manufacturer's recommended rate, along all fenced areas, pavement cracks, along

building edges, curbs, and in open spaces which contain rocks or gravel. Weed killer will be applied twice annually, in the spring and fall of each year.

- 4.2.7 Contractor will furnish and apply appropriate insecticides at the manufacturer's recommended rate, a minimum of twice annually, to control insect damage and will immediately notify County representative if additional or supplemental applications are required between service visits.
- 4.2.8 During the "non-growing" season, the Contractor will be required to rake, bag, and to dispose of all fallen leaves.

4.3 SCOPE OF WORK- BEDDING AREAS:

- 4.3.1 Contractor will furnish and apply a slow release fertilizer, at the manufacturer's recommended rate, to all plants contained in bedding areas, twice annually. Fertilizer will be applied in the spring and fall of each year.
- 4.3.2 Contractor will prune all shrubbery and trees in a manner appropriate to each type of plant. Pruning will be done twice annually.
- 4.3.3 Contractor will be required to keep all beds free of weeds, seedlings, and unplanned growth and will "thoroughly" weed beds a minimum of once each quarter.
- 4.3.4 Contractor will furnish and apply pine straw or pine bark mulch *to a uniform depth of 3", measured two (2) weeks after application*, to all bedding areas. Straw or mulch will be applied twice annually, in April and in October.
- 4.3.5 Contractor will edge all beds as required to prevent the encroachment of lawn grass. Extreme care will be taken while trimming around trees to assure that injury to tree trunks does not occur.

4.4 SCOPE OF WORK- PARKING LOTS, PAVEMENT AREAS, AND STRUCTURES:

- 4.4.1 Contractor is required to clean the parking lots at each facility every fourteen days EXCEPT FOR SITE 1 and 2- CHATHAM COUNTY CITIZENS SERVICE CENTER and TAG OFFICE, which will be cleaned twice a week. Parking lot cleaning will include the removal of any glass, sand, paper, tree limbs, or any other debris located on site. It will be the Contractor's responsibility to dispose of all debris in accordance with Section 4.3.3.

- 4.4.2 Contractor will maintain and keep the edges of all drives, parking lots, sidewalks, and other paved areas free from the encroachment of all lawn and bedding areas. Weed killer will be applied to all parking lot, pavement, and structure edges in accordance with Section 4.3.5.
- 4.4.3 Contractor will maintain all areas contained within fences placed around air conditioners or air compressors. These areas will be kept free of plant growth.
- 4.4.4 Contractor will keep all fence and fence lines free of weeds, saplings, and uncontrolled grass growth.
- 4.4.5 Contractor will trim all shrubs and small trees, as required to prevent limbs or branches from causing damage to buildings, fences, or other structures.

4.5 REPORTING OF DAMAGE:

- 4.5.1 Contractor will immediately report any vandalism or storm damage to any tree, bush, or object which is located in the specified work area to the Chatham County representative.
- 4.5.2 Contractor will be responsible for repairing and/or replacing any tree, bush or object which is damaged by Contractor or an employee of the Contractor. All repairs and/or replacements are to be made within a one (1) week time frame, unless otherwise approved by Chatham County. *If Chatham County is required to repair or replace any tree, bush, or object damaged by the Contractor, the total repair or replacement cost will be deducted from the Contractor's monthly payment.*

4.6 EQUIPMENT:

- 4.6.1 Contractor will provide, maintain, fuel and transport any equipment which are required to perform the services specified herein. All mower blades must be kept sufficiently sharp so that a clean and even cut is provided. Mowers will be equipped with deflection devices and extreme caution will be exercised by the Contractor and his employees to insure public safety at all times.
- 4.6.2 All services provided will be considered "Turn Key". Any costs associated with equipment, tools, fuel, chemicals, pine straw, mulch, labor and travel time is to be included in the monthly bid prices provided on the bid sheet of this solicitation document.

4.7 PERSONNEL AND PUBLIC RELATIONS:

- 4.7.1 Contractor's personnel will at all times present a neat appearance, and all work will be performed in a professional manner. All complaints will be handled with due regard to County public relations. The County and the Contractor will each be promptly notified by the other of any complaints from the public or from adjacent property owners. Corrective action will be taken and said complainant will be advised within a 24 hour period as to when remedial action will be taken. Documentation (in writing) which describes the complaint, resolution, and completion of all actions will be forwarded to Superintendent, Facilities Maintenance and Operations, Judicial Courthouse, 133 Montgomery Street, Suite 507, Savannah, Georgia, 31402 or P.O. Box 8161, Savannah, Georgia, 31412.
- 4.7.2 When requested by Chatham County, the Contractor will immediately remove from County property any incompetent, abusive or disorderly person employed by the Contractor. Said employee will be replaced and will not be permitted to provide future service to the County.
- 4.7.3 Upon completion of services, Contractor will provide the County Representative with a written work order receipt of project completion. Work order receipt shall identify the location, date, scope of service(s) provided, employee/technician's name, and a release signature from County Representative.
- 4.7.4 Contractor personnel must be 18 years of age or older unless prior approval is obtained by Chatham County.

4.8 SUPERVISION AND INSPECTION:

- 4.8.1 Contractor or a representative on his behalf, will inspect each site quarterly to ensure that a high level of work is being provided. Contractor will notify Chatham County one week prior to any scheduled inspection.
- 4.8.2 Operational control of the work provided under this contract will be the responsibility of the County. County Representative or his designee will accompany Contractor on a "walk through" of each site to further clarify or describe the maintenance methods to be used and procedure requirements. All work provided by the Contractor will comply with the specifications provided herein and is subject to inspection and acceptance by Chatham County.

4.9 OBSTRUCTION OF STREETS AND RIGHT-OF-WAYS:

- 4.9.1 Contractor will arrange to keep all sidewalks open for pedestrian traffic whenever possible and will block portions of streets only when deemed necessary to protect private property. All warning signs and barricades will be furnished by and

erected by the Contractor, as deemed necessary and warranted. It will be the Contractor's responsibility to remove all signs, barricades, surplus material and debris from streets and sidewalks as work progresses, so that the public will have adequate use of the affected areas.

4.10 ACCIDENT PREVENTION:

- 4.10.1 The Contractor will exercise precaution at all times to provide protection to all persons and property. Safety provisions of all applicable laws and ordinances will be strictly observed and enforced. Chatham County may require the Contractor to discontinue hazardous work practices. Contract is required to have available the necessary guards and protective devices at the location where work is being performed. Guards and protective devices will be placed as required to prevent injury to the public or damage to public or private property.
- 4.10.2 Upon completion of work, Contractor will be responsible for ensuring that the entire work site is free of hazards (i.e. no holes, low branches, broken glass, graffiti, etc.).

4.11 WORK HOURS:

- 4.11.1 All work to be provided under this contract will be performed between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding all Federal, State, and County holidays, unless prior authorization is obtained from the Superintendent, Facilities Maintenance and Operations.

4.12 BILLING/INVOICES:

- 4.12.1 All invoices shall identify the Agency name, site location, date(s) of service, and monthly cost for each site, as shown on the bid sheet. All invoices are to be mailed to:

Chatham County Facilities Maintenance and Operations
Attention: Superintendent
P.O. Box 8161
Savannah, GA 31412

Or delivered to:

Chatham County Facilities Maintenance and Operations
Attention: Superintendent
Chatham County Judicial Courthouse
133 Montgomery Street, Suite 507

Savannah, GA 31402
(912) 652-7871 (Phone)
(912) 652-7862 (Fax)

4.13 PERSONNEL SCREENING:

All Contractor personnel assigned to Site 1 (Chatham County CNT Facility) must not have a criminal history or have been convicted of a felony. Chatham County will be responsible for conducting all criminal background investigations and will provide Contractor with an identification badge for each employee that is approved. It will be the Contractor's responsibility to secure and "keep up" with all badges. New employees or subcontractors will not be allowed to access the back area of this facility until a background investigation is completed by Chatham County.

4.15 OUT OF SCOPE SERVICE REQUIREMENTS:

Any costs associated with "out of scope" lawn care services will be determined by and negotiated by Chatham County representative, on a "per job" basis, with the Contractor.

If an area contained within the contract perimeters has lapsed into an unacceptable state due to normal circumstances or the Contractor's neglect, it will NOT BE CONSIDERED AN "OUT OF SCOPE" SERVICE REQUIREMENT. As stated above, if remedial services are required, Contractor will be required to provide those services at no additional cost to Chatham County.

CHATHAM COUNTY, GEORGIA

BID SHEET

BID NO. 22-0004-3

**ANNUAL CONTRACT FOR SPECIALIZED LAWN CARE SERVICES FOR VARIOUS
CHATHAM COUNTY FACILITIES**

Site:	Facility:	Frequency	Qty	Unit Cost:	Total Cost:
Site 1	Citizens Service Center	Every 14 Days, Nov. to March	5 Months		
Site 1	Citizens Service Center	Every 10 Days, April to Oct.	7 Months		
Site 2	Tag Office	Every 14 Days, Nov. to March	5 Months		
Site 2	Tag Office	Every 10 Days, April to Oct.	7 Months		
Site 3	Savannah-Chatham Metro Police Department Annex	Every 14 Days, Nov. to March	5 Months		
Site 3	Savannah-Chatham Metro Police Department Annex	Every 10 Days, April to Oct.	7 Months		
Site 4	Juvenile Court / Modules / Police Annex Guard Walk	Every 14 Days, Nov. to March	5 Months		
Site 4	Juvenile Court / Modules / Police Annex Guard Walk	Every 10 Days, April to Oct.	7 Months		
Site 5	CNT	Every 14 Days, Nov. to March	5 Months		
Site 5	CNT	Every 10 Days, April to Oct.	7 Months		
Site 6	Record Center	Every 14 Days, Nov. to March	5 Months		
Site 6	Record Center	Every 10 Days, April to Oct.	7 Months		
Site 7	Savannah-Chatham Police Precinct #5	Every 14 Days, Nov. to March	5 Months		
Site 7	Savannah-Chatham Police Precinct #5	Every 10 Days, April to Oct.	7 Months		

Site:	Facility:	Frequency	Qty	Unit Cost:	Total Cost:
Site 8	Animal Services	Every 14 Days, Nov. to March	5 Months		
Site 8	Animal Services	Every 10 Days, April to Oct.	7 Months		
Site 9	Precinct #6	Every 14 Days, Nov. to March	5 Months		
Site 9	Precinct #6	Every 10 Days, April to Oct.	7 Months		
Site 10	The Front Porch	Every 14 Days, Nov. to March	5 Months		
Site 10	The Front Porch	Every 10 Days, April to Oct.	7 Months		
Site 11	Chatham County Recycling Center	Every 14 Days, Nov. to March	5 Months		
Site 11	Chatham County Recycling Center	Every 10 Days, April to Oct.	7 Months		
Site 12	Fleet Building	Every 14 Days, Nov. to March	5 Months		
Site 12	Fleet Building	Every 10 Days, April to Oct.	7 Months		
Site 13	1249 Eisenhower Dr.	Every 14 Days, Nov. to March	5 Months		
Site 13	1249 Eisenhower Dr.	Every 10 Days, April to Oct.	7 Months		
	Total Bid				

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER/FAX NUMBER

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

MINORITY BUSINESS ENTERPRISE? _____/YES _____/NO

MINORITY CLASSIFICATION: _____

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presence, that I (We), _____
Name

Title Bidder Name of

(herein after Company) in consideration of the privilege to bid/or propose on the following **Chatham County project procurement Annual Contract for Specialized Lawn Care Services for Various Chatham County Facilities** 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 _____, ____, 201__ 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 _____, 201__.

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 _____, ____, 201__ 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 _____, 201__.

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:

**ATTACHMENT H
AFFIDAVIT REGARDING LOBBYING**

Each Bidder/Proposer and all proposed team members and sub-consultants 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 eteam 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: _____

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

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 a 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 (BID BOND IS NOT REQUIRED FOR THIS PROJECT)**
3. BID SHEET COMPLETELY FILLED OUT AND SIGNED.
4. **LIST OF SUBCONTRACTORS SHEET FILLED OUT WITH ALL SUBCONTRACTORS AND SUPPLIERS.**
5. **% 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.**
6. **REFERENCES:** Supply ALL the information that is requested for each Reference. NOTE: *Forms for Reference Information are attached to this Bid Package.*
7. **ALL FIRMS REQUESTING TO DO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG).**
8. **COMPLETE AND SUBMIT ALL ATTACHMENTS TO THE ITB (Attachments A thru G).**
9. **SUBMIT A COPY OF YOUR BUSINESS TAX CERTIFICATE AND CERTIFICATE OF INSURANCE.**

NAME/TITLE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER