Chatham County
Purchasing &
Contracting Department

1117 Eisenhower Drive, Suite C,
Savannah, Georgia 31406
(912) 790-1618

I N V I T A T I O N T O B I D

BID NO. 26-0115-4

BID NAME:

COMMERCIAL JANITORIAL SERVICES (GROUP A LOCATIONS)
(FACILITIES MAINTENANCE AND OPERATIONS)

MANDATORY ONSITE PRE-BID:

NOVEMBER 05, 2026, 10:00AM

BID OPENING: 2:00 PM, NOVEMBER 17, 2026

CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1618

Date: October 8, 2026 **BID NO. 26-0115-4**

GENERAL INFORMATION FOR INVITATION TO 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 online as instructed on the Chatham County Purchasing Portal at https://chathamcountyga.bonfirehub.com/portal . Please notify the Procurement contact if you are unable to submit your bid on-line. **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 To Bid package. Please note that specific forms for submission of a bid are required.

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

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

This project IS NOT a Special Purpose Local Option Sales Tax (SPLOST) Project. See paragraph 2.20 for M/WBE participation goals.

SECTION I
INSTRUCTIONS TO BIDDERS

1.1 **Purpose:** The purpose of this document is to provide general and specific information for use in submitting a bid to supply Chatham County with equipment, supplies, and/or services as described herein. All bids are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 **How to Prepare Bids: All bids shall be:**

a. Prepared on the required documents on the solicitation. **All documents must be submitted.**

Bidders are encouraged to review carefully all bid documents for this solicitation 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. Submitted on-line on the Chatham County Purchasing Portal at**:** https://chathamcountyga.bonfirehub.com/portal

b. If a bidder is unable to submit their bid on-line, they should notify the procurement contact for the solicitation at least one (1) week prior to the closing date of the bid solicitations to receive instructions. The County is seeking to conduct all of our bids on-line. The phone number for Purchasing and Contracting is 912-790-1618.

BIDS NOT SUBMITTED 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 Chatham County Purchasing Portal 24/48 hours after opening at **https://chathamcountyga.bonfirehub.com/portal.**

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 to bid 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. The local preference policy was amended in January 2016. 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 attachments A THROUGH I which are posted online in the required documents field. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract work for Chatham County, bidder shall not utilize any firms that have been a party to any of the above actions. If bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to the County's contract.

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

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

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

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

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

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

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

The Requested Information section of the online solicitation will list any licenses required for the project.

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 included in Attachment A-I in the required documents section of the solicitation. You may download M-274 Handbook for Employers at https://www.uscis.gov/i-9-central/form-i-9-resources/handbook-for-employers-m-274. You may go to http://www.uscis.gov. to find the E-Verify information.

Systematic Alien Verification for Entitlements (SAVE) Program: O.C.G.A. 50-36-1, required Georgia counties to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program.** SAVE is a federal program used to verify that applicants for certain "public benefits are legally present in the United States. Contracts with the County are considered "public benefits. Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for Chatham County Benefit Application prior to receiving any County contract. Affidavits are included in Attachment A-I in the required documents section of the on-line solicitation.

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

1.18 **Surcharge:** Unless otherwise stated in this bid, all prices quoted by the contractor/vendor must be F.O.B. Chatham County, Savannah, GA. with all delivery handling, surcharges, and other charges included in the bid price. Failure to do so may cause rejection of the bid. The County will not pay additional surcharges.

SECTION II
GENERAL TERMS, CONDITIONS AND EXCEPTIONS

2.1 **Specifications:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the County. Whenever herein mentioned is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, ASTM regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

2.2 **Multiple Bids:** No vendor will be allowed to submit more than one (1) bid. Any alternate proposals must be brought to the Purchasing Director's attention during the Pre-bid Conference or submitted in writing at least five (5) days preceding the bid opening date.

2.3 **Prices to be Firm:** Bidder warrants that bid prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from bid opening date, unless otherwise stated in the bid.

2.4 **Completeness:** All information required by Invitation to Bid/Proposals must be completed and submitted to constitute a proper bid or proposal.

2.5 **Quality:** All materials, or supplies used for the construction necessary to comply with this proposal shall be of the best quality, and of the highest standard of workmanship. Workmanship employed in any construction, repair, or installation required by this proposal shall be of the highest quality and meet recognized standards within the respective trades, crafts and of the skills employed.

2.6 **Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period, any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County as being least detrimental to the operation of County business.

2.7 **Liability Provisions:** Where bidders are required to enter or go onto Chatham County property to take measurements or gather other information in order to prepare the bid or proposal as requested by the County, the bidder shall be liable for any injury, damage or loss occasioned by negligence of the bidder, his agent, or any person the bidder has designated to prepare the bid and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful bidder in order to be awarded a contract with Chatham County.

2.8 **Cancellation of Contract:** The contract may be canceled or suspended by Chatham County in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to the next low bidder, for articles and/or services specified or they may be purchased on the open market and the defaulting Contractor (or his surety) shall be liable to Chatham County for costs to the County in excess of the defaulted contract prices. See the contract documents for complete requirements.

2.9 **Patent Indemnity:** Except as otherwise provided, the successful bidder agrees to indemnify Chatham County and its officers, agents and employees against liability, including costs and expenses for infringement upon any letters patent of the United States arising out of the performance of this Contract or out of the use or disposal for the account of the County of supplies furnished or construction work performed hereunder.

2.10 **Certification of Independent Price Determination:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization,

that in connection with this procurement:

(1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose or restricting competition.

2.11 **Award of Contract:** The contract, if awarded, will be awarded to that responsible bidder whose bid/proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which bid or proposal that serves as the best value to Chatham County.

2.12 **Procurement Protests:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Ordinance – Part 9 Vendor Disputes shall govern the review and resolution of all protests.

2.13 **Qualification of Business (Responsible Bidder or Proposer):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, certifications, all requirements for licensing, insurance, and registrations, or other documentation required by the Design Professional engaged to develop Scope of Work, specifications and plans. These documents will be listed in the Special Conditions further on in this solicitation. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested.

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

2.14 **Chatham County Tax Certificate Requirement:** A current Chatham County Tax Certificate (Business License) is required unless otherwise specified. Please contact the Building Safety and Regulatory Services at (912) 201-4300 for additional information. Registration with the Georgia Secretary of State does not substitute this requirement.

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

2.15 **Insurance Provisions, General:** The selected contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid.
It is every contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract**.

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

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

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

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

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

b. **Workers' 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 Workers' Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Workers' Compensation claim. **Minimum limits: $500,000** for each accident, disease policy limit, each employee and Statutory Workers' 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.

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.

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 **Bid Submission Considered Offer:** Bids submitted on-line 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 MBE/WBE participation.

b. The Chatham County Board of Commissioners adopted a policy establishing goals oriented to increase participation of minority and woman 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 via their online vendor registration. 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 registration as proof of qualifications. The County's M/WBE Office will review and verify MBE/WBE status.

Goals established for this project are <u>30% combined MBE/WBE unless otherwise specified.</u>

c. A Minority/Woman Business Enterprise (M/WBE) is a business concern that is at least 51% owned by one or more minority/woman individuals and whose daily business operations are managed and directed by one (1) or more of the minority/woman 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 MBE/WBE's. Bidders or proposers are required to state if they intend to subcontract any part of the work. **Forms** for this purpose are included as **Attachment A-I in the required documents section which** must be submitted online 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 MBE/WBE contractors/vendors please contact the Chatham County Minority and Women Business Office, 1117 Eisenhower Drive, Suite 101, Savannah, Georgia 31406, (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.

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

The vendor and their bid price in response to the ITB will be read aloud at a public bid opening. The bid tabulation will be posted with the solicitation within 48 hours.

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

2.23 **GEORGIA TRADE SECRET ACT of 1990 -** In the event a Bidder/Proposer submits trade secret information to the County, the information must be clearly labeled as a Trade Secret. The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.24 **CONTRACTOR RECORDS -**The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.

2.25 **EXCEPTIONS-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Georgia Open Records Act except as provided below:

a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to rebid the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offer or, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

c. Trade secrets or proprietary information submitted by a bidder, offer or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Georgia Open Records Act; however, the bidder, offer or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

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

2.26 **INQUIRIES:** All questions regarding this project should be submitted in writing and directed exclusively to **Bernadine P. Bruen, Procurement Specialist** by visiting the Chatham County Purchasing portal: https://chathamcountyga.bonfirehub.com/portal, Messages →Vendor Discussions. Include the ITB number, page, and paragraph number as a reference to each question. DEADLINE FOR ALL QUESTIONS is noted on the procurement portal under Project Details.

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 **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.

3.3 **WARRANTY REQUIREMENTS:**

X a. Provisions of item 2.8 apply.

b. Warranty required.

X 1. Standard warranty shall be offered with bid.

2. Extended warranty shall be offered with bid. The cost of the extended warranty will be listed separately on the bid sheet.

3. Warranty requirements are stated in specifications.

3.4 **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.

In submitting their bid, the bidder certifies that he/she has carefully read all related bid documents and agrees to comply with all provisions. Any exceptions to the specifications must be submitted as a cover sheet with Forms A-I in the required document section.