

INSTRUCTIONS TO VENDOR

1. Unless otherwise requested, only one copy of bid/quote form need be submitted and this copy must be TYPEWRITTEN OR PRINTED IN INK.
2. Bid/Quote not valid unless signed in INK by authorized person, and received in the Purchasing Department PRIOR TO BID OPENING OR QUOTE DUE DATE.
3. Prices should be stated in unit quantity specified with packing included.
4. If bidding/quoting a comparable, vendor must state Manufacturer's name and model in space provided and also attach to and make part of this bid/quote a brochure with specifications. Failure to comply could constitute a basis for rejection.
5. If descriptive matter is attached to bid/quote, vendor's name must be on each separate sheet.
6. Where a brand or trade name appears in the specifications it is understood that it refers to that material or its comparable, unless specifically stated "No substitute."
7. If the item bid/quoted has a trade name or brand, such trade name or brand must be stated in the bid/quote.
8. Unit price, extension, and gross total must be shown.
9. Time discounts should be shown separately in the space provided in the bottom section of bid/quote form.
10. Georgia Ports Authority is exempt from State Sales Tax and Federal Excise Tax. Do not include in your quotation.

CONDITIONS

1. The Georgia Ports Authority reserves the right to reject any and all bids/quotes, and to waive formalities. In case of errors in the extension of prices in this bid/quote, the unit price will govern.
2. Time, in connection with discount offered, will be computed from date of delivery of the supplies or materials to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination when final inspection and acceptance are at those points, or from date correct invoice is received if the latter is later than the date of delivery.
3. In case of default of the contractor, the Georgia Ports Authority may procure the articles or service from other sources and hold the contractor responsible for any excess occasioned thereby.
4. Unless otherwise indicated on the face of this form, it is understood and agreed that any item offered or shipped on this bid/quote shall be new and in first class condition, and that all containers shall be new and suitable for storage or shipment.
5. The Georgia Ports Authority is specifically exempted by law from all Fair Trade prices and will neither recognize nor honor any prices bid/quoted to it as such.
6. The Georgia Ports Authority is exempt from excise taxes, including transportation and sales taxes and in no case shall such taxes be included in bid/quote prices: any applicable taxes must be shown as a separate item. Where applicable, tax exemption certificates will be furnished.
7. Samples of items, when required, must be furnished free of expense, prior to opening of bids/quotes, and if not destroyed, will upon request be returned at the vendor's expense. Request for the return of samples must be made within ten days following the opening of bids or the due date of quotes. Each individual sample must be labeled with vendor's name and item number.
8. It is agreed by the parties hereto that delivery by the vendor to a common carrier does NOT constitute delivery to the Georgia Ports Authority or any department thereof.

POLICY STATEMENT

It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises.

NOTICE

Vendors interested in taking advantage of the Georgia income tax incentives provided for by the official code of Georgia Annotated 48-7-38, relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia, should contact the small and minority business coordinators at the following address:

Small and Minority Business Coordinators
Department of Administrative Services
Purchasing and Surplus Property Division
200 Piedmont Avenue, S.E
Suite 1302, West Tower, Floyd Building
Atlanta, Georgia 30334
Telephone: (404) 656-6315



PO BOX 2406
SAVANNAH, GA 31402

Date 5/1/07 Requisition No. 300000612 Page 3 of 16
(INFORMATION BELOW TO BE COMPLETED BY VENDOR)

COMPANY NAME _____ PHONE () _____

ADDRESS _____

CONTACT PERSON _____ FAX () _____

PRE-BID CONFERENCE

A pre-bid conference has been scheduled for **Tuesday, May 8, 2007**, at **10:00 a.m.**, in the Georgia Ports Authority, Administration Building, Administration Conference Room, Garden City Terminal, Garden City, Georgia.

Contractors are requested to come to the pre-bid conference prepared to ask questions and review this request. This is the only time designated for this conference and it is in the vendors' best interest to attend. Please respond by telephone (912) 964-3946 or (912) 964-3999 if you plan to attend.

Note: Anyone attending the conference must present a valid photo ID to enter GPA property.

QUESTIONS: If you should have questions concerning this Request for Sealed Bid, contact the Purchasing Department at (912) 964-3946, 964-3999, or 964-3992. All questions related to this Request for Sealed Bid must be directed to the Georgia Ports Authority Purchasing Department no later than 5:00 p.m. on Tuesday, May 8, 2007, to allow time for response prior to the due date of the bid.

DUPLICATE: All bids must be submitted on Georgia Ports Authority forms **in duplicate**. **THE ORIGINAL AND ONE (1) COPY OF THE ENTIRE COMPLETED BID PACKAGE MUST BE RETURNED.**

MANDATORY REQUIREMENTS: The Georgia Ports Authority has established certain requirements with respect to bids to be submitted by offerors. Whenever the terms "shall", "must", "will", or "is required" are used in the bid, the specifications being referred to is a mandatory requirement of this bid. Failure to meet any mandatory requirement will cause rejection of offeror's bid.

QUANTITIES: The quantities shown are an estimated annual usage. The total annual cost column is strictly for evaluation purposes and pricing should not be bid based on these estimated quantities. An award may be made for a twelve month period or only the time frame specified by vendor in which pricing can be held. Award will be issued on a "Value Contract" and will be for the estimated quantities. Orders against the "Value Contract" will be made by a "Release Purchase Order". The "Release Purchase Order" must be noted on vendor invoices.

Vendor is not required to bid on all items. Please bid on the items that can be provided by your firm.

TIRE SIZE	EST. QTY	UNIT COST (Per Tire)			RECAP EST. QTY.	UNIT COST
		1(b)	1(c)	1(d)		2(a)
		(Remove/Install)	(Remove, Rotation, and Install)	(Remove, Rotation, and Install, with rim on truck)		(Recap)
1200 x 24, Radial	200				150	
1600 x 25 E-4, Smooth, 28 ply	26	\$	\$	\$	8	\$
1800 x 25 L-4, Smooth, 40 ply	552	\$	\$	\$	300	\$
1800 x 33 L-4, Smooth, 32 ply	117	\$	\$	\$	50	\$
1800 X 33, lug, 40 ply	60	\$	\$	\$	48	\$
ANNUAL TOTALS . . .		\$	\$	\$	TOTAL	\$

NOTE: All tires are to be smooth, with the exception of the 1800 x 33 tires, which are lug.

QUANTITIES SHOWN FOR TIRE CHANGES, TIRE ROTATION, AND RECAPING ARE ESTIMATED ANNUAL QUANTITIES. ACTUAL QUANTITIES TO BE CHANGED, ROTATED, OR RECAPPED MAY BE MORE OR LESS.

WARRANTY: Bidder must specify warranty in the space provided below. All warranties are to be upon installation. As a minimum, Contractor shall repair, at no charge to Georgia Ports Authority, any tire that has gone flat in the repaired tire storage rack, which was previously repaired by the contractor.

WARRANTY: _____

RENEWAL: The contract will be for twelve months. This contract may be renewed for two (2) successive one (1) year renewal periods with the written approval of Georgia Ports Authority and the contractor. If funding for a renewal period is approved the services would be ordered on a new contract.



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ACCEPTANCE OF MATERIAL: The materials delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and therefore accepted to the satisfaction of the Georgia Ports Authority. IN THE EVENT THAT THE MATERIAL SUPPLIED TO THE GEORGIA PORTS AUTHORITY IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE GEORGIA PORTS AUTHORITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT(S) TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF CONDITION 3 AS LISTED ON PAGE 2 OF THIS DOCUMENT.

DISCOUNTS: Time Discounts/Terms for Payment shall be shown in the space provided in the bottom of Page 1 of this document.

RECEIPT OF BID: It is the sole responsibility of the bidder to assure that they have received the entire Request for Sealed Bid.

REQUEST FOR ADDITIONAL INFORMATION: Prior to the final selection, bidders may be required to submit additional information, which the GPA may deem necessary to further evaluate the bidder's qualifications.

DENIAL OF REIMBURSEMENT: The Georgia Ports Authority will not reimburse bidder for any costs associated with the preparation and submittal of any bid, or for any travel and/or per diem costs that are incurred.

GRATUITY PROHIBITION: Bidder shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the Georgia Ports Authority for the purpose of influencing consideration of this bid.

RIGHT OF REJECTION OF LOWEST COST BID: The Georgia Ports Authority is under no obligation to award this project to the bidder offering the lowest cost bid. Evaluation criteria included in this document shall be used in evaluating bids.

RIGHTS TO SUBMITTED MATERIAL: All bids, responses, inquiries, or correspondence relating to or in reference to this bid, and all reports, charts, and other documentation submitted by bidders shall become the property of the Georgia Ports Authority when received.

CONFIDENTIAL INFORMATION: Vendor provided information is subject to public release. Any confidential or proprietary information provided in conjunction with this bid must be identified as such on every applicable page.

REFERENCES: Vendor must attach and make a part of bid information on vendor's demonstrated capability within the last three (3) years in successfully performing jobs similar in size and complexity to that requested herein. A past history of three similar successful projects is desirable. Vendor must also provide and make a part of bid information regarding size and age of business, number of employees, experience, and a minimum of three (3) customer references for similar type projects. Customer references must include company name, phone number, and contact person.

OUTSIDE ESTIMATE: Georgia Ports Authority reserves the right to obtain an outside estimate for jobs, or to have the work performed outside of this contract when it is in the best interest of the Georgia Ports Authority.

INSURANCE: The successful vendor will be required to furnish confirmation of insurance acceptable to the Georgia Ports Authority's Risk Manager. Insurance requirements will need to be fulfilled before the purchase order will be issued and any work is performed. (Insurance requirements attached).

DRUG-FREE: Prior to award being made, the successful vendor will be required to furnish proper certifications of compliance with the Georgia Drug Free Workplace Act, certifying to the Georgia Ports Authority that a drug-free workplace will be provided during the performance of the contract as required by the "Drug Free Workplace Act" (O.C.G.A. 50-24-1).

HAZ-MAT: The contractor must comply with the Georgia Public Employee Hazardous Chemical Protection and Right to Know Act of 1988, O.C.G. A. Section 45-22-1 to 45-22-12. The attached form requires a signature by the contractor and must be submitted with and made a part of bid.



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SAFETY: The successful vendor agrees to adhere to and enforce all applicable federal, state, environmental, OSHA, and Georgia Ports Authority safety rules and regulations. The successful vendor is required to ensure that all employees and/or subcontractors are fully knowledgeable of all applicable local, state, federal, environmental, and OSHA safety rules and regulations. Any accidents, injuries, fires or other incidents of a serious nature or incidents requiring emergency response must be reported immediately to the PORT POLICE DEPARTMENT at 964-3911. **(See attached Safety Requirements and Credentialing)**

PROTECTION OF PROPERTY

The contractor shall continuously protect his work from damage, protect all persons from injury and protect all other property from damage, injury, or loss arising in connection with the work regardless of who the owner of said property may be.

The contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, equipment, tools, and materials. The contractor shall be responsible for any damages which may result from their improper construction, maintenance or usage. The contractor shall take all necessary precautions to prevent injury to humans and property damage.

INDEMNIFICATION: Seller/Contractor agrees for itself and its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors and licensees to indemnify, protect, save and hold harmless the Buyer, its members, directors, officers, employees and agents against any expense, loss or liability paid, suffered or incurred, including any environmental fines and/or penalties, as a result of any breach by Seller/Contractor, Seller's/Contractor's agents, servants, employees, patrons, contractors or subcontractors, suppliers, customers, visitors or licensees of any covenant or condition of any agreement with the Buyer or as the result of the Seller's/Contractor's Work or a product or service provided by Seller/Contractor or the Seller's/Contractor's use, occupancy or presence on Buyer's property or the carelessness, negligence or improper conduct of Seller/Contractor, Seller's/Contractor's contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees. Such indemnification shall be to the extent caused in whole or in part by negligent acts or omissions by the Seller/Contractor, its contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees. Seller/Contractor agrees to defend Buyer from any legal or equitable actions brought against Buyer based on the Work or a product or service provided by Seller/Contractor or the carelessness, negligence or improper conduct of Seller/Contractor, Seller's/Contractor's contractors, subcontractors, suppliers, employees, agents, servants, patrons, customers, visitors or licensees and pay all expenses and attorneys fees in connection therewith. Nothing herein shall be construed as requiring Seller/Contractor or any other person, firm or corporation to indemnify against any portion or percentage of such claim or loss, if any, caused by the negligence of Buyer, its members, directors, officers, agents or employees.

THE GEORGIA PORTS AUTHORITY RESERVES THE RIGHT:

- (1) to award bids received on the basis of individual items, or on the entire list of items; and
- (2) to reject any or all bids or any part thereof; and
- (3) to waive any technicalities and informalities on the bids; and
- (4) to accept the bid that is in the best interest of the Georgia Ports Authority; and
- (5) to obtain clarification of any point in a respondent submittal or to obtain additional information.

SIGNATURE: To receive consideration for award, the Request for Sealed Bid must be signed in the space provided.

CANCELLATION: This contract may be canceled by the Georgia Ports Authority or the vendor with a thirty day written notice.

COMPLIANCE: Failure to complete or comply with any part of the specifications or bid requirements will constitute a basis for rejection.



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REPRESENTATIONS OF CONTRACTOR

The contractor represents and warrants:

- (a) that he will provide all necessary labor, materials, and equipment to accomplish the hereafter described work in a professional manner; and
- (b) that he is financially solvent and that he is experienced in and competent to perform the type of work; and
- (c) that such temporary and permanent work required by the contract documents as is to be done by him can be satisfactorily constructed and used for the purpose of which it is intended and that such construction will not injure any person, or damage any property; and
- (d) that he has carefully examined the specifications and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality, quantity of materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

CHANGES AND ALTERATIONS

Georgia Ports Authority reserves the right through the designated GPA Representative to make such alterations in the work schedule as may be necessitated by conditions found during the project that in the judgment of the designated GPA Representative appear advisable. Any alterations from the original job estimate must be submitted in writing and approved by the designated GPA Representative. The contractor shall not claim forfeiture of contract by reasons of such changes by the designated GPA Representative. If such changes increase or decrease the amount of the work or materials, the contractor will be paid according to the quantity of work actually done at the prices established for such work under the contract. Any alteration or changes that diminish the scope of work or materials shall not constitute a claim for damages or for the loss of anticipated profits.

BASIS FOR BID EVALUATION AND AWARD

The basis of evaluation will be low bid and/or best bid considering price, vendor ability to meet the Georgia Ports Authority's specifications and requirements, prior manufacturer or vendor performance, capability of the vendor to provide the services as specified, bidder's compliance with GPA's requirements, warranty, experience, size of business, and customer references.

For bid information, contact the Purchasing Department at (912) 964-3946 or (912) 964-3999.