

SECTION 4

SPECIFIC SPECIFICATIONS AND SPECIAL CONDITIONS

EVENT #4117
CURBSIDE CARTS

- 4.0 The purpose of these specifications is to solicit bids for an annual contract for mobile refuse containers which meet ANSI Standard Z-245.60-1999 for universal dumping mechanisms.

To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A pre-bid conference has been scheduled to be conducted in the office of the Purchasing Department, City Hall, third floor, 2 East Bay Street, Savannah, Georgia 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

4.1 General Requirements

4.1.1 Parts Uniformity

All containers, lids, and related components shall be uniform in design, material, and tolerance throughout the entire quantity of units furnished under this specification.

4.1.2 Training

The contractor shall provide ongoing professional technical training to City personnel, as required, to enable the on-site and/or shop repair of containers. This training shall be provided to the City at no cost.

4.1.3 Material Substitution

The contractor shall not change, alter, or substitute any materials or component parts used in the fabrication, manufacture, installation, or assembly of the container without the express written approval of the Sanitation Director. Any container bodies, lids, wheels, or component parts found to have been fabricated, manufactured, installed, or assembled with unapproved substitute materials or parts shall be considered non-compliant and subject to rejection by the City.

- 4.1.4 A complete manufacturer certified itemized list of all plastic components shall be provided by the bidder with the bid. The list shall include, for each item, the type of resin and the manufacturer, material, including density, melt strength, flexural modulus, environmental stress cracking resistance, impact resistance, and accelerated ultraviolet resistance. In addition, the bidder shall provide any testing data available that will establish the strength and durability of the container and its component parts under the conditions it will be exposed to in the City. All testing data shall cover the temperature range specified.

4.1.5 Quality Control

The bidder shall utilize industry recognized standards and procedures assuring satisfactory level of quality control are maintained in all stages of the manufacturing and assembling process. Employees of the City, or agents acting on behalf of the City and accompanied by City personnel, shall have open access to all manufacturing facilities and areas in order to assure that proper quality control standards are being met and that the containers and their component parts are being manufactured in compliance with these specifications.

4.1.6 Any material variance between the container being bid and the specifications shall disqualify the container being bid. Determination of material variance shall be made on the basis of any deviation from the specifications that the Sanitation Director determines would negatively affect the durability, suitability, compatibility, wear ability, stability, appearance, dimensions, or capacity of the container. If it is demonstrated that any container bid would fail to meet warranty factors listed under section 4.1.19, said container shall be disqualified from consideration.

4.1.7 Stability

The container, when empty, shall be stable and not blow over in winds up to 38 MPH. The container shall be designed to be stable and self-balancing when in the upright position, whether loaded or unloaded, and with lid in either the closed or open position. Bidder shall provide documentation of wind tunnel testing.

4.1.8 Wear ability

The container shall withstand wear in the intended application, including bottom wear and permanent deformation, from loading and unloading of solid waste. The bottom shall be protected from damage through the warranty period by wear pads or strips or other means designed to withstand abrasion and wear resulting from contact with asphalt, cement, and other rough surfaces. Should the bottom fail during the warranty period, the contractor will provide the City a complete cart body (replacement parts will be acceptable) at no charge.

4.1.9 Durability

All containers shall provide durability in hot and cold temperature environments with temperature extremes ranging from 0°F to 130°F under loading conditions of 200 pounds of ballast and in addition the container shall have a life expectancy of not less than ten years during which time the container and its component parts shall maintain their original strength, shape, and appearance, and be resistant to blows, kicks, squirrel and other rodent penetration. The container and its component parts shall require no routine maintenance and, be maintenance free in general. Any component hardware (excluding wheels, such as frames or bars) that fails during the ten (10) year warranty period shall be replaced with a complete and new container at no cost to the City. No partial replacement (i.e., replacement part) will be acceptable (excluding wheels).

4.1.10 Appearance

In order to stabilize the container against deleterious effects of ultraviolet radiation for a ten (10) year period, the container body, lid, and all plastic components shall be prepared to be uniform in color so that the plastic material does not alter appreciably in normal use. Plastic resins utilized for the fabrication of the container body, lid, and component parts shall contain not less than 0.5 percent (one-half of one percent) of U.V. 531, or the approved equivalent, which has been incorporated into the material in accordance with industry standards to provide maximum stabilization. The color blending process shall result in the

thorough homogeneous distribution of the particles within the plastic material to assure that no mottled coloring or “windows” occur through which ultraviolet radiation could penetrate. The color shall remain constant from container to container for the entire quantity of units supplied. The color will be a standard color to be determined by the City. The interior surface of the container shall be smooth and free from crevices, recesses, projections, or other obstructions where refuse could become entrapped or entangled. Interior surface and shape shall assure free and complete flow of solid waste contents from the container when in the dumping position established by the City of Savannah Sanitation Bureau. The exterior surface shall be smooth and uniform with no structures that could present a hazard or nuisance. Containers shall be a dark green color approved by the City.

4.1.11 Dimensions

- A. The 96 gallon cart shall have a capacity of 96-110 gallons level full. The cart shall be capable of accommodating, without distortion, damage, or reduction in function or maneuverability, a load weighing up to 335 pounds, exclusive of the weight of the cart.

<u>HEIGHT (Cart Only)</u>	<u>WIDTH</u>	<u>WEIGHT (Assembled)</u>
42” Minimum – 46” Maximum	26.6” Minimum	35-55 lbs

- B. The 60 gallon cart shall have a capacity of 60-65 gallons level full. The cart shall be capable of accommodating, without distortion, damage, or reduction in function or maneuverability, a load weighing up to 200 pounds, exclusive of the weight of the cart.

<u>HEIGHT (Cart Only)</u>	<u>WIDTH</u>	<u>WEIGHT (Assembled)</u>
41” Minimum – 44” Maximum	24” Minimum	27-55 lbs

- C. Gripping Surface Diameter

- Maximum at top circular section, 28 inches.
- Gripping height at approximately 24 inches from ground.

- D. To be generally circular (or oval) in shape so as to eliminate any potential hang up spots in the container bottom when automatic collection system is used. Flat sections are acceptable on all four sides but corners must be rounded. The distance between the midpoint of any flat section and the midpoint of the opposite flat section shall be 25 inches minimum.

4.1.12 Plastic Materials: Body and Lid

The body and lid of the cart shall each be formed as one (1) piece, respectively, from first quality medium or high density polyethylene from a nationally recognized brand supplier. Lids must be attached to the cart with a minimum of two (2) one and half inch (1 1/2”) plastic connectors. Polyethylene resin shall be 100% virgin material and cannot include any recycled, regenerated, off specification, or wide specification materials. Industry standards for recycling trimmings and scrap from production runs of carts back into virgin resin during manufacturing are acceptable. Upon request, the bidder must provide the City of Savannah with certified letters from the plastic resin manufacturer verifying that each shipment of polyethylene resin used in the manufacturing of carts and component parts for the City of Savannah is first quality 100% virgin material, as specified. Also, the successful bidder, upon request, must provide such letters verifying that carts manufactured by them were made of first quality, 100% virgin material as specified.

For vacuum molded, blow molded, or rotationally molded carts, wall thickness shall be:

- A. Body side, bottom, and corner wall thickness shall not be less than 0.150 inch minimum. Bidders must provide average thickness measurements for body, side and corner walls.
- B. Lid thickness for all carts shall not be less than 0.100 inch minimum, 0.120 inch average and be attached to the cart with a minimum of two (2) one and a half inches (1 1/2") plastic connectors. Body side, bottom and corner wall thickness shall not be less than 0.175 inch minimum for injection molded carts, and not be less than 0.250 inch for foam injection molded carts. Bidders must provide average thickness measurements for body, side and corner walls.
The City of Savannah shall determine the number and location of representative structurally significant points of measure to determine minimum thickness and to establish average thickness.

4.1.13 Additional Container Requirements

Each container shall be equipped with a minimum five-eighth inch (5/8") diameter solid steel cadmium plated (or equal) axle and two plastic blow molded wheels nine and a half inches (9 1/2") minimum diameter with one and three-fourth inch (1 3/4") to two inches (2") minimum tread width. The wheels and axle shall be positioned on the container to enable it to be pushed or pulled with little effort either when empty or when loaded up to and including the unit capacity. The wheels and axle shall be capable of bearing and transporting a fully loaded container on a level, sloped or stepped surface in two directions. The wheel and axle assembly shall be securely attached to the body of the container and shall not be capable of being removed by hand or with ordinary tools. Container must be provided with adequate foot fulcrum or tipping leverage point directly on an axle.

4.1.14 Marking

The container shall generally appear clean and free of markings. No exterior stickers other than usage instructions shall be placed upon the container by the bidder. Company names, logos, and trademarks shall be molded or hot-stamped onto the body of the container only and shall not be enhanced with color. The contractor shall submit an example of all designs and markings for approval by the City. The City reserves the right to change, add or delete markings or their positions on the containers.

4.1.15 Serial Numbers

The body of each container shall be marked with a unique sequential six (6) digit alphanumeric serial number, to identify the container as specified by the sanitation director. The serial number shall be permanently hot-stamped onto the container in numerals and letters no less than one (1) inch in height, white in color, and be positioned to be readily seen and not more than twelve (12) inches below the top lid of the container.

4.1.16 City Identification

The words "PROPERTY OF THE CITY OF SAVANNAH" with the most recent version of the City seal shall be permanently hot stamped or embossed on either the top of the lid of each container or readily visible above or below the serial numbers in the body of the container with letters not less than one inch (1") in height, white in color.

4.1.17 Instruction

A list of precautionary instructions and of materials that may not be placed in the container shall be hot-stamped or molded to the lid or the container body in a position readily visible when the container is being used. The wording and positioning of these precautionary instructions shall be subject to the Sanitation Director's approval.

4.1.18 Raw Material Traceability

As further assurance of compliance with this material requirement, employees of the City, Sanitation Bureau, or agents acting on behalf of the City and Sanitation Bureau accompanied by City personnel, shall have access to container manufacturer's records to audit traceability of raw materials used in the molding manufacturing process of any and all parts included in assemblies delivered or to be delivered to the City.

4.1.19 Warranty

The successful bidder by submitting a bid, warrants as provided in this section, all materials and workmanship of the containers, including lids, hardware and all component parts against deficient or defective materials or workmanship, and against failure in normal and regular use for a period of 120 months after delivery.

Any containers, lids, hardware, or component parts that fail by reason of improper or inadequate materials or defective workmanship shall result in the complete replacement of the entire unit. No individual replacement parts will be allowed. Failure due to insufficient resistance to weathering, penetration by squirrels and other rodents, or from any cause other than negligent or abusive use shall be deemed to be due to improper or inadequate materials or defective workmanship.

Any containers, including the lid, hardware, and all component parts, that through normal and regular use do not continuously perform in the design and intended manner due to, but not limited to, the occurrence of one or more of the factors listed below, shall be considered to be defective in design, material, and/or workmanship, and shall be covered by the terms of this warranty:

- Failure of the lid to prevent rainwater from entering the container when closed on the container body.
- Damage to the container body, the lid, or any component parts through opening or closing the lid.
- Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.
- Failure of the lid latch, if provided, to continuously function as originally designed and intended.
- Failure of any metal components, to remain free of red rust and corrosion.
- Failure of any portion of the bottom of the container body to remain impervious to damage or wear through normal use after repeated contact with rough and abrasive surfaces.
- Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential products/chemicals other than those listed by the contractor.
- Failure of the tires to remain in place and fully serviceable, as designed.
- Failure of the container body, lid hardware, or any component parts to maintain their

original shape.

- Failure of the wheels to provide continuous easy mobility, as originally designed or intended.
- Failure of any container, container body, lid, wheels, or other component part to conform to the minimum standards specified herein (e.g. failure to use only first quality, high density, 100% virgin resin).
- Damage or failure to container or assemblies caused by any incompatibility of the container and the City's hydraulic dumping units for automated or semi-automated refuse trucks.

This warranty shall be in effect for a period of ten (10) years beginning on the respective date each container is delivered on site as specified herein.

4.1.20 Special Conditions

This bid will cover the purchase of approximately 1,200 containers (plus 100 60-gallon containers) over a twelve (12) month period. In general, two (2) truckload quantities will be ordered during the year.

4.1.21 Pricing

Pricing shall include all peripheral costs including, but not limited to, a ten (10) year full replacement warranty, transportation, training, and technical assistance, and all markings specified therein.

4.1.22 Containers purchased under this contract must be compatible with existing cart lifting equipment currently being used on the City's fleet. Also, carts purchased under this contract must be visually and functionally compatible with existing carts.

4.1.23 The City reserves the right to require any or all bidders to provide up to four (4) carts for evaluation upon request.

4.1.24 Each bidder shall submit a list of all municipal clients that have purchased the size cart specified for the last ten (10) years. See Attachment 1. Attachment 1 must be submitted with the bid response in order for a bid to be considered.

4.1.25 The required delivery time after receipt of order shall be no more than 45 days.

5.0 General Specifications

5.1 The bid response must include the following documents in this order:

- Bid Proposal Form
- Non-Discrimination Statement
- Proposed Schedule of MWBE Participation
- Other requested submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

5.2 Original invoices should be sent to:

City of Savannah
P.O. Box 1027
Savannah, GA 31402

- 5.3 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued in connection with this event must be acknowledged in a bidder's response in order for the bid to be considered.
- 5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- 5.5 This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory.
- 5.6 Bidder acknowledges that by submitting a bid for this event, it is waiving any right to insist upon the inclusion of any exculpatory provisions in the parties' contract. The City will not enter into any contract that contains exculpatory provisions in favor of bidder.
- 5.7 A tie bid exists when two or more bidders offer, at identical prices, products that meet all specifications, terms, and conditions. In such a situation, the City shall provide two (2) preferences which will be used to resolve tie bids whenever applicable: (1) preference to products sold, manufactured, or produced or services provided by vendors within the City of Savannah, and (2) preference to products sold or offered by bidders/offerors within Chatham County. If these preferences are insufficient to resolve the tie, the following in order of priority may be considered:
- Past performance of the bidders
 - Earliest delivery date
 - Division of the order
 - Closest proximity to delivery site

EXCEPTION SHEET

Event # 4117

If the commodity(is) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature_____

Company_____

Title_____

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
3rd Floor, City Hall
P. O. Box 1027
Savannah, Georgia 31402

EVENT NUMBER: 4117
Business Location: (Check One)
_____ Chatham County
_____ City of Savannah

ATTN: Purchasing Director _____ Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV. ALL MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM CONTAINED IN THESE SPECIFICATIONS TO BE CONSIDERED.

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA? (CHECK ONE) YES: _____ NO: _____

FROM WHAT CITY/COUNTY _____ TAX CERTIFICATE #: _____ FED TAX ID #: _____

INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY): CHECK ONE: _____ CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____ OTHER (SPECIFY: _____)

INDICATE OWNERSHIP STATUS OF BIDDER (CHECK ONE): _____ NON-MINORITY OWNED _____ ASIAN AMERICAN _____ AFRICAN AMERICAN _____ AMERICAN INDIAN _____ HISPANIC _____ OTHER MINORITY (describe) _____ _____ WOMAN (non-minority)

Do you plan to subcontract any portion of this project? Yes _____ No _____ If yes, please complete the attached schedule of M/WBE participation. Also complete the schedule if you will be using any M/WBE suppliers.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

Item No.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	96 Gallon Curbside Cart	2,000 each		
2	60 Gallon Curbside Cart	2,000 each		
3	96 Gallon Lid	4,000 each		
4	60 Gallon Lid	4,000 each		
5	Hinge Pin	4,000 each		
6	Axle	4,000 each		
7	Wheel Assembly	4,000 each		
8	96 Gallon Metal Lower Lift Bar	4,000 each		
9	60 Gallon Metal Lower Lift Bar	4,000 each		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS
 (Minimum of 10 working days must be allowed for discount to be considered in bid award)

___ Less ___ % ___ Days Prompt Payment Discount (if offered) (_____)

___ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$ _____
 =====

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: _____ DAYS

WHAT IS THE AVERAGE THICKNESS MEASUREMENTS FOR BODY, SIDE, AND CORNER WALLS OF THE CONTAINER? _____

DID YOU INCLUDE YOUR COMPLETED RESPONSE TO ATTACHMENT 1 WITH YOUR BID?

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM _____ #

DATE _____

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

 Please Print Name

 Authorization Signature

 Date

ATTACHMENT I
MUNICIPAL CLIENTS

In the space below, please list all municipal clients that have purchased the size cart specified for the last 10 years per section, 4.1.24. Attachment 1 must be included in the bid response in order for a bid to be considered.

1. Name of Company/Municipality: _____
Address: _____
Contact: _____
Phone: _____

2. Name of Company/Municipality: _____
Address: _____
Contact: _____
Phone: _____

3. Name of Company/Municipality: _____
Address: _____
Contact: _____
Phone: _____

4. Name of Company/Municipality: _____
Address: _____
Contact: _____
Phone: _____

5. Name of Company/Municipality: _____
Address: _____
Contact: _____
Phone: _____

6. Name of Company/Municipality: _____
Address: _____
Contact: _____
Phone: _____

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (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 any proposal submitted to the City of Savannah or the performance of any 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 in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this proposal. **Other business certifications that do not specify majority woman or minority ownership may not be substituted. Proof of M/WBE certification from the certifying agency is required to accompany the proposal.** A firm that has submitted an application for M/WBE certification but has **not** been certified is **not** qualified as a certified M/WBE and will not be recognized as such during the City's evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following proposal submittal.

Name of Proposer: _____ Event No. 4117

Project Title: _____

NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: _____ % WBE Participation Value: _____ % M/WBE Participation Value: _____ %

The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may **only** be counted toward the goal **if the tier subcontractor is an M/WBE**. Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal**. It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

Joint Venture Disclosure

If the prime proposer is a joint venture, please describe the nature of the joint venture, the level of work and the financial participation to be provided by the Minority/Female joint venture firm in the space provided below.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Date: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

The Minority/Women Owned Business Office is available to assist with identifying certified M/WBEs. Please contact the M/WBE Office at (912) 652-3582. The City of Savannah's certified M/WBE registry is posted on its website @ www.savannahga.gov.

Developing a Strong M/WBE Participation Plan

Key facts every bidder/proposer needs to know prior to developing their M/WBE Participation Plan:

1. All bidders/proposers must submit a “Proposed Schedule of M/WBE Participation” which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either minority-owned and controlled or woman-owned and controlled. The City does not accept a company’s “self-identification” as minority or woman-owned.
2. **Proof** of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved prior to the due date of this bid. A firm that has submitted an application for certification but has not been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office **will be contacting all M/WBE firms** included in the bidder’s M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff **must** receive the M/WBE’s confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will **not be counted** and **will be deducted** from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal **as long as the tier subcontractors/suppliers are certified M/WBEs**. Work that an M/WBE subcontracts to a non-M/WBE firm does not count toward the M/WBE goal.
8. M/WBEs must perform a “**commercially useful function**” which is the provision of **real and actual work or products**, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* “the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah.” **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City’s contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the MWBE Office **will be reviewing your company’s subcontracts, invoices and payment records** to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records **that will be inspected** to prove the portion of work performed, cost of work, and payments to the prime company.
12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are include in the scope of work or General Specifications, you are not required to submit MWBE participation but encouraged to do so when the opportunity is available. The City maintains this information for statistical purposes only and it is not reflected in the award decision.