

# EQUINE SANITATION EVENT NO. 5433

# SECTION II SCOPE OF WORK

**2.0 Broad Description of Project:** The purpose of this request for proposal (RFP) is to receive responses from qualified contractors (herein referred to as the cleaning company) to provide cleanup services for downtown streets to keep them manure-free and to eradicate equine urine odors.

The City of Savannah, Georgia (herein referred to as the City) has a population of approximately 145,674 citizens and a successful tourism industry. In 2015, there were approximately 13 million day-trip and overnight visitors. Many visitors to the City enjoy the mystique of the historic district by consuming tour services from horse drawn carriage operator. The City is looking for a service partner to help prevent equine sanitation issues from negatively impacting the residents, visitors, and businesses.

Electronic submissions will not be accepted for this proposal.

# 2.1 Scope of Services

The successful proposer will provide equine sanitation services to the City as follows:

# 2.1.1 Equine Sanitation Program

- a. It shall be the responsibility of the cleaning company that the equine sanitation program occurs in the following manner:
  - i. Equine urine spills must be sanitized and deodorized so that there are no trailing odors present or any visible remnants of fecal matter.
  - ii. Equine fecal spills must be removed, sanitized, and deodorized so that there are no trailing odors present.
  - iii. Respond to calls for service from the City within the hour reported.
- 2.1.2 The cleaning company will provide daily equine sanitation services throughout downtown Savannah under the following terms:
  - a. 365 days per year.
  - b. The cleaning company will provide service during busy times when carriage companies are in operation, specifically 8:00AM to 11:00PM daily.

#### 2.1.3 Staffing

The cleaning company will provide adequate staffing necessary to perform equine sanitation service as necessary. The use of all subcontractors must be approved in writing prior to their use by the Director of Tourism Management and Ambassadorship or other City designee. The cleaning company shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

Nothing contained in any contract with the successful proposer shall create any contractual relationship between any subcontractor and the City.

### 2.1.4 Equipment

- a. The cleaning company shall provide its own equipment, including but not limited to, a street legal vehicle and pressure washer.
- b. The cleaning company is responsible for providing environmentally sensitive chemicals and all materials needed to perform the required services of this contract.
- c. The cleaning company shall:
  - i. Provide insurance coverage for equipment per the applicable section of this agreement.
  - ii. Maintain equipment in good operating order.
  - iii. Use the equipment for equine sanitation services stated in this contract.
  - iv. At no time shall service be disrupted due to equipment issues. It is the responsibility of the cleaning company to have a backup system for service in place.

### 2.1.5 Change Control

Any services performed outside the scope of this contract may not be accepted for payment by the City.

### 2.2 Proposal Format

Proposals shall be submitted in the following format and include the following information:

- 1. A summary of the cleaning company's background and detailed information regarding the cleaning company's experience with equine sanitation.
- 2. Detailed description of the company's ability to meet the requirements as set forth in this RFP.
- 3. Detailed description of services to be provided.
- 4. Detailed description of fee schedule, including all fees to be paid to the cleaning company:
  - a. Description of individual fees
  - b. Description of when fees will be invoiced and due
  - c. Description of one time fees versus recurring fees

#### 2.3 Basis of Award

Proposals will be evaluated according to the following criteria and weight:

- a) Proposer's qualifications, relevant experience, education, knowledge, and skills (35 points)
- b) Fees (40 points)
- c) Methodology (5 points)
- d) References (5 points)
- e) Local vendor participation (Within the city limits of Savannah and has a City of Savannah business tax certificate) (5 points)
- f) MWBE participation (10 points)

Proposals shall be evaluated by a selection committee comprised of City of Savannah staff. The City reserves the right to shorten the list of proposers selected for interviews or further evaluation. A shortlist may be developed and interviews conducted with those proposers deemed to be most qualified at the City's sole discretion. The City reserves the right to conduct interviews of any or all proposers at the City's discretion. The City also reserves the right to request a best and final offer (BFO) and to rescore evaluations based on the BFO. Proposers may be required to provide clarification of their proposal as part of the BFO response.

- **2.4 Copies:** One (1) unbound, printed and signed original; six (6) identical, printed copies; and one (1) electronic copy on a flash drive of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.
- 2.5 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page or submitted via the supplier portal.
- 2.6 Minority/Woman Business Enterprise Goals: The City of Savannah has established a 9 % M/WBE goal for this project. The breakdown is as follows: 3% MBE, 6% WBE participation.
- **Qualifications:** Each proposer shall submit a summary of their qualifications and experience. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.
- **2.8 Methodology and Schedule:** Each proposer shall describe its methodology for performing the services outlined in the RFP. Each proposer shall acknowledge and confirm the ability to adhere to response requirements as stated in 2.1.2.
- **2.9 Fees:** Proposer shall submit fees based on the detailed listing in Section III of the RFP.
- **2.10** Acknowledgement of Addenda: Vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. Addenda must be acknowledged in order for proposals to be considered.
- 2.11 Contract Term: The initial term of this agreement shall begin on the date of award and shall end on December 31, 2019. Prices shall remain firm. The City reserves the rights to renew the agreement if all contracting parties so agree and services provided by the vendor have been satisfactory for three (3) additional one (1) year periods. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year. The City reserves the right to terminate the contract with the cleaning company. If the contract is so terminated, the City shall provide the cleaning company the 30 days written notice and shall compensate the cleaning company for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed

for a termination for convenience.

# 2.12 Insurance Requirements

#### 2.12.1 Commercial General Liability

- Liability insurance shall be provided on an "occurrence" basis.
- Provide proof of insurance by naming the Mayor and Aldermen of the City of Savannah as the certificate holder. The Certificate of Insurance must have a thirty (30) day cancellation endorsement and an endorsement for Waiver of Subrogation in favor of the Mayor and Aldermen of the City of Savannah.
- Primary limits shall be:
  - \$1,000,000 Each Occurrence (B1/PD)
  - \$2,000,000 General Aggregate that applies per project
  - \$2,000,000 Products/Completed Operations Aggregate
  - \$1,000,000 Personal and Advertising Injury
  - \$5,000 Limit for Medical Payments
  - \$50,000 Limit for Fire Damage Legal Liability

#### 2.12.2 Automobile

- Provide proof of insurance by naming the Mayor and Aldermen of the City of Savannah as the certificate holder. The Certificate of Insurance must have a thirty (30) day cancellation endorsement and an endorsement for Waiver of Subrogation in favor of the Mayor and Aldermen of the City of Savannah.
- Limits: \$1,000,000 per Occurrence and Aggregate (Minimum)

### 2.12.3 Workers Compensation

- Include all coverage required by law
- Employer's Liability
  - \$1,000,000 each accident
  - \$1,000,000 each employee (disease)
  - \$1,000,000 policy limit (disease)
- Provide proof of insurance by naming the Mayor and Aldermen of the City of Savannah as the certificate holder. The Certificate of Insurance must have a thirty (30) day cancellation endorsement and an endorsement for Waiver of Subrogation in favor of the Mayor and Aldermen of the City of Savannah.

### 2.12.4 Excess Liability

- Require limits of \$2,000,000.
- All coverage shall follow form over underlying policies: commercial general liability, auto liability and employer's liability.
- Provide proof of insurance by naming the Mayor and Aldermen of the City of Savannah as the certificate holder. The Certificate of Insurance must have a thirty (30) day cancellation endorsement and an endorsement for Waiver of Subrogation in favor of the Mayor and Aldermen of the City of Savannah.

#### 2.12.5 Other Items Required

- The cleaning company shall indemnify, defend and hold harmless the Mayor and Aldermen of the City of Savannah, Georgia its successors and assigns, principals, agents, and employees, from any and all claims, including lawsuits, for loss, damage or injury of any kind or nature sustained by the cleaning company or its property, or by any agent or employee of the cleaning company, or by any person whosoever, in connection with any matter arising out of this agreement and/or the provision of services described in this agreement.
- No exclusions for subcontractors. The owner recommends the contractor obtain certificates of insurance from sub-consultants, however, the contractor will ultimately be responsible for any gap in coverage or lack thereof.
- Each signatory will be bound by applicable City ordinances.

### **SECTION III**

### FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

ADDENDA ACKNOWLEDGEMENT

My signature below	confirms m	y receipt of all addenda issue	d for this proposal.
Signature		Date	
		rate from my signature on th rm will not be deemed as an	e fee proposal form. My acknowledgement of addenda.
and agree to provide attachments, exhibit to provide the servic miscellaneous exper	e the require ts, etc. The es as outling ase involved	ed services in accordance with proposed fee shall include all ed including any travel or peal. The fee for providing the re-	labor, material, and equipment diem expenses and any other equired service is:
Description	n	Monthly Cost	Annual Cost
Removal of equine was sanitation/deodorization			
		TOTAL ANNUA	L COST
SUBMITTED BY:			
PROPOSER:			
SIGNED:			
NAME (PRINT):			
ADDRESS:			
City/STATE:		ZIP_	
TELEPHONE:	( Area Code	)	
FAX:	(Area Code	)	

INDICATE MINORITY OWNERSHIP STATUS OF BID CHECK ONE:	DDER (FOR STATISTICAL PURPOSES ONLY):
NON-MINORITY OWNED AFRICAN AMERICAN HISPANIC WOMAN (non-minority)	ASIAN AMERICAN AMERICAN INDIAN OTHER MINORITY Describe

#### NON-DISCRIMINATION STATEMENT

The bidder 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 bid 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 federallyrecognized 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 bid. 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 bid. 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 bid submittal.

Name of Proposer:				Event No. 5433					
Proje	ct Title:								
NOTE: Unle	ss certified throug	th the City of Sava	nnah M/WBE Progra	am, <u>proof of M/WE</u>	BE certificatio	n must b	<u>e attached</u> f	or all	
Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub- Contracted	Estimate d Sub- contract Value	MBE or WBE	Certified ? (Y or N)	Certifying Agency? (City of Sav. or Other)	
					%				
					%				
					%				
					%				
					%				
					%				
MBE Particip	ation Value:	% WBE Partici	pation Value:	% M/WBE F	Participation \	/alue:	%		
listed in this	schedule, condit	ioned upon execu	ement with the M/W uting a contract with	n the Mayor and A	Idermen of t	he 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 bidder 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

participation to be provided by the	e willionty/i emale joint venture mini in the spa	ce provided i	Jeiow.	
Joint Venture Firms	Level of Work		Financial Participation	
Printed name (company officer or	representative):			
Signature:	Da	ate		
Title:		Emai	il:	
Telephone:	Fa	x:		

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 <u>prior</u> to developing their M/WBE Participation Plan:

- 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 <u>certified</u> as either <u>minority</u>-owned and controlled or <u>woman</u>-owned and controlled. The City does <u>not</u> accept a
  company's "self-identification" as minority or woman-owned.
- 2. **Proof** of M/WBE certification from the certifying agency is <u>required to accompany the bid</u>; 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) <u>utilizing certification standards comparable to</u> the City of Savannah.
- 3. The certification must have been approved <u>prior</u> to the due date of this bid. A firm that has submitted an application for certification but has <u>not</u> been certified will not be counted toward the M/WBE goal.
- 4. The M/WBE Office <u>will be contacting all M/WBE firms</u> 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 <u>must</u> 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 <u>or</u> 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 <u>not</u> <u>be counted</u> and <u>will be deducted</u> from the overall proposed M/WBE goal.
- 7. <u>Any tier</u> of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal <u>as long as the tier subcontractors/suppliers are certified M/WBEs</u>. Work that an M/WBE subcontracts to a non-M/WBE firm does <u>not</u> count toward the M/WBE goal.
- 8. M/WBEs must perform a "commercially useful function" which is the provision of <u>real and actual work or products</u>, 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 <u>not</u> 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.