



GROUNDS MAINTENANCE FOR GREENWICH CEMETERY

EVENT NO. 5275

SPECIFIC SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract for grounds maintenance at Greenwich Cemetery.

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. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A mandatory pre-bid conference has been scheduled to be conducted at Greenwich Cemetery, located at 330 Greenwich Road. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. All vendors who wish to submit bids for this event must attend this pre-bid meeting in order for their bids to be considered.

- 4.1 Project Locations

Greenwich Cemetery is located at 330 Greenwich Road. This contract includes all roadways, aisles, drainage ditches, rights-of-way, cemetery lots, and general areas within the cemetery. The cemetery is demarcated by a chain link fence on the west side of the cemetery, the Wilmington River on the south and eastern sides, and marshland on the northern side of the cemetery. The site to be maintained is approximately 50 acres.

Areas not included: Inside the maintenance compound and any wooded/unkempt areas of Sections 2 and 6.

- 4.2 General Specifications

4.2.1 **Qualifications of Service Providers:** The successful service provider must have performed professional grounds maintenance services its primary livelihood for preferably the past three (3) years, and unless otherwise specified, must have performed satisfactorily on at least three (3) commercial or government projects of similar size and scope, and at least one (1) project for more than twelve (12) months. The successful service provider must provide three (3) references indicating past performance. Any provider of pesticide applications must possess a current Georgia Commercial Pesticide Applicators License with the appropriate endorsement(s). The authorizing department reserves the right of determining the adequacy of the service provider's qualifications.

4.2.2 **Quality Control and Supervision:** The service provider must provide adequate training, supervision, and quality control over the services provided. The successful service provider, or its designated agent, must ensure that all services have been provided according to these specifications and must notify the authorizing department upon completion of any maintenance cycles or special services. Invoices should not be submitted for payment until all services have been provided according to these specifications. Performance will be considered unsatisfactory when, upon

inspection, it can be demonstrated that certain areas or aspects of the project have not been maintained in accordance with these specifications (refer to Section 4.4.1 – Unsatisfactory Inspections).

- 4.2.3 **Conflicts of Interests:** The service provider, its employees, and/or representatives must not do anything which may conflict with the interests of the City of Savannah. They must not perform any activities on public property other than the services described herein, unless authorized by the City of Savannah. They must not accept any form of compensation from any person, except the authorized payment from the City of Savannah for the services provided, for any services provided for the project(s) described herein, unless authorized by the City of Savannah.
- 4.2.4 **Reporting and Responding:** The service provider or its designated agent, must report any damage, complaints received, vandalism, or suspicious activities immediately to the authorizing department. The service provider, or its designated agent, is expected to respond to all notices and complaints from the authorizing department. The service provider shall repair or replace, at its own expense any damage caused by grounds maintenance employees, equipment, or operations including, but not limited to, tire ruts in turf, broken irrigation fixtures, or damaged structures, trees, or shrubs (refer to Section 4.4.2 - Damage for more details). The service provider or its designated agent, must notify the authorizing department immediately if it experiences any difficulty in performing grounds maintenance as specified for any reason.
- 4.2.5 **Communications:** The service provider must provide contact information whereby it or its designated agent can be reached 24 hours per day, seven (7) days per week, if and when problems develop. If the service provider is not present at any time(s) during grounds maintenance operations, it must designate a representative in charge and must notify the authorizing department. The service provider, or its designated agent, must communicate with all employees of the service provider to ensure that all work on the project is in compliance with these specifications.
- 4.2.6 **Grounds Maintenance Employees:** The service provider shall employ a workforce adequate in size to ensure all services of the project are provided in accordance with these specifications. Any employee(s) of the service provider must be properly trained and qualified to perform any tasks assigned on the project(s) specified. The service provider and any and all employees thereof must be neat and professional in appearance and must wear uniforms with the company logo clear and visible while performing work on the specified project(s). Uniforms shall include shirts, long pants, and safety shoes, and shall be subject to the approval of the authorizing department. No clothing with offensive print or designs will be allowed. The service provider must be able to meet payroll obligations of all employees. The authorizing department reserves the right of determining the adequacy of the service provider's employees.
- 4.2.7 **Service Vehicles:** Any vehicles used on the project or for transporting personnel and/or equipment to and from the project must be clearly marked with the company name. Vehicles must be in safe working order and in full compliance with all Department of Transportation (D.O.T.) regulations. The authorizing department reserves the right of determining the adequacy of the service provider's vehicles.
- 4.2.8 **Personnel, Operational, and Public Safety:** The service provider shall provide adequate safety training and personal protective equipment to all personnel assigned to the project(s) specified. All safety devices on vehicles and equipment must be functional and properly used during any operations. The service provider shall provide for pedestrian and vehicular safety in the work zone, and shall provide warning devices, personnel, and/or signs as needed in accordance with local, state, and federal regulations, including the Manual of Uniform Traffic Control Devices.
- 4.2.9 **Protection of Structures, Infrastructure, Hardscape, and Landscape Features:** The service provider shall provide reasonable protection of all surrounding structures, infrastructure, hardscape

and landscape features, and all other private and public property during grounds maintenance operations. Mowing is prohibited in areas where structures prevent safe and unhindered operation of a mower. Such areas shall be completed using line trimmers or other, more suitable, equipment that will not cause harm to cemetery lots or structures. The service provider shall repair or replace, at its own expense any lots and/or damage caused by grounds maintenance employees, equipment, or operations including, but not limited to, tire ruts in turf, broken irrigation fixtures, or damaged structures, trees, or shrubs (refer to Section 4.4.2 - Damage for details).

4.2.10 **Equipment:** Unless otherwise specified, the service provider must own any equipment to be used on the specified project(s) or provide documentation of a lease-purchase agreement on equipment, in effect at the notification of contract award. In case of equipment failures, the contractor must also demonstrate the ability to obtain back-up equipment, either through ownership or rental of such equipment. All equipment must be maintained in safe and working order to provide high-quality maintenance. Blades on mowing equipment shall be kept sharp, and guards should be in place to minimize objects being thrown from beneath mowers. No equipment shall be left overnight without the permission of the authorizing department. Any equipment left on site must be parked in designated areas and is left at the risk of the service provider. The authorizing department reserves the right of determining the adequacy of the service provider's equipment.

4.2.11 **Invoicing:** The service provider, or its designated agent, must ensure that all services have been provided according to these specifications and must notify the authorizing department upon completion of any maintenance cycles or special services. Invoices should not be submitted for payment until all services have been provided according to these specifications. Invoices should include the project name, services provided, and the date(s) of services. No invoices will be paid until the work has been inspected and found to be completed satisfactorily in accordance with these specifications (refer to Section 4.4.1 - Unsatisfactory Inspections).

4.3 Grounds Maintenance Specifications

All work shall be performed in a professional manner using equipment and techniques meeting accepted industry standards.

4.3.1 **Duration and Frequency of Services:** Unless otherwise specified, the duration of the service will be for twelve (12) consecutive months. Some services may be required only during designated seasons, while many services will be required year-round. Grounds maintenance services shall be conducted on a bi-weekly basis. Each cycle shall not exceed five (5) days unless otherwise authorized by the Director of Cemeteries. In the event of inclement weather, adjustments to a cycle may be made with consent from the Director of the Cemeteries or its designated representative. Specified work must be completed satisfactorily within the designated maintenance cycle at the designated frequency. The authorizing department may request additional maintenance cycles as necessary at the unit cost per cycle. Unless otherwise specified, all work must be completed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays. The service provider must furnish a written maintenance schedule to the authorizing department, subject to the approval of the authorizing department, prior to performing any work on the project(s).

4.3.2 **Litter and Trash Removal:** All litter and trash shall be removed from the grounds and any paved areas immediately prior to all other grounds maintenance services. Any fallen limbs, moss, and/or vegetative debris generated by typical thunderstorms shall be removed. Flowers and other decorations that are displaced (i.e. found in general areas or areas to which a burial cannot be associated) shall be discarded. Unless otherwise specified, all public trash receptacles shall be emptied. Any additional debris generated by grounds maintenance operations must also be removed and legally disposed of. The service provider must ensure that its employees are

collecting and legally disposing of all trash and debris generated from the project and be able to provide documentation of debris legally disposed of.

- 4.3.3 **Leaf and Debris Removal:** Unless otherwise specified, appropriate mulch should be left around shrubs, small trees, or flower beds, in accordance with the mulching specifications, herein. All fallen leaves, twigs, fruit, and other vegetative debris shall be removed from turf areas and from any ditches, culverts, or storm drainage systems within the project. Leaves, twigs, fruit, and other vegetative debris can be mulched into turf areas provided no debris remains visible. Any noticeable accumulation of leaves, twigs, fruit, or vegetative debris must be collected and removed from the project. No dumping will be allowed on any project without the expressed permission of authorizing department. Fallen leaves, twigs, fruit, and other vegetative debris may be blown into piles for collection; however, no such debris may be blown into wooded areas ditches, culverts, roadways, waterways, or the storm drainage system. No piles shall be left on any project(s) overnight. Leaf mulch collected using a mower bagger may be used to mulch around large trees. See Section 4.3.8 for mulching requirements.
- 4.3.4 **Weed and Wild Growth Removal:** Unless otherwise specified, all groundcover areas, mulched areas, fence lines, curbs, paved areas (roadways, driveways, walkways), areas around obstacles, and any other non-mowing areas shall be kept free of wild growth and weeds for the duration of the service period. Turf should be maintained along wooded areas by cutting back small trees and wild growth which encroach into established turf areas. Weeds and wild growth in gutters, ditches, culverts, or storm drainage systems must also be removed to allow for drainage.
- 4.3.5 **Turf Maintenance:** All turf areas shall be mowed and trimmed at the designated frequency to provide a neat and well-groomed appearance. Grass cuttings should be mulched back into turf provided the cut grass is unnoticeable. Any noticeable accumulation of grass or vegetative debris must be collected and removed from the project. Trim and/or edge around all structures or obstacles including trees, shrubs, buildings, structures, equipment, monuments, markers, coping, curbing, fencing, poles, signs, benches, water spigots, sidewalks, paved roadways, etc. Unless otherwise specified, the height of grass shall be cut at no less than two inches (2") and no more than four inches (4"). All grass cuttings, leaves, and debris must be swept or blown from structures and paved surfaces.
- 4.3.6 **Growth Regulator Applications:** Unless otherwise specified, the service provider, or its designated agent, may apply growth regulators to reduce maintenance, provided the applicator possesses a current Georgia Commercial Pesticide Applicators License and all applications conform to applicable Federal and State regulations. Growth regulators may be applied to turf areas. All chemicals must be approved by the authorizing department prior to application. The service provider must maintain accurate records of all chemical applications and submit to the authorizing department upon request.
- 4.3.7 **Shrubbery Maintenance:** Shrubbery pruning is not required under this contract.
- 4.3.8 **Mulching:** Mulching is not required; however, if not otherwise specified, the service provider may mulch around trees and shrubs to reduce trimming. Mulch shall extend no more than four feet (4') from the edge of the trunk and must not be in contact with the trunk. When mulching is required, all landscaped areas shall be mulched during the first quarter with two inches (2") of mulch. Mulching material must be approved by the authorizing department prior to its installation. The use of leaf mulch around large trees is permitted. All mulched areas must be kept free of weeds and wild growth. Mulch must be kept from washing into ditches, culverts, waterways, or storm drainage systems.
- 4.3.9 **Fertilization:** Fertilization is not required under this contract.

- 4.3.10 **Irrigation Systems:** The service provider, or its designated agent, shall immediately report any leaks, broken or missing fixtures, or other problems to the authorizing department. Damage caused by employees, equipment, or operations of the service provider shall be repaired or replaced at its own expense.
- 4.3.11 **Paved Areas:** All paved surfaces shall be mechanically edged. All paved surfaces within the specified project(s), including any curbs and/or gutters surrounding the project, shall be cleaned off by sweeping or blowing.
- 4.3.12 **Medians:** Litter and trash must be removed from the median whether or not turf is present, from all mulched areas, from the curb and/or gutter around the median, and from any culverts, catch basins, or storm drainage systems. Litter and trash must be removed from any turf areas prior to mowing operations. Any wood chips or bark nuggets which have washed out of mulched areas must be raked back into mulched areas. All turf lines around mulched beds, curbs and sidewalks must be edged mechanically. Chemical edging is not permitted.
- 4.3.13 **Removal of Unauthorized Signs:** Any sign other than those installed by the City, state, or federal government are not permitted on public property and shall be removed and turned in to the authorizing department. This includes advertising signs, political signs, yard sale notices, etc.
- 4.3.14 **Site Restoration:** All work areas shall be cleaned up at the end of each workday. No debris, clippings, or trash bags shall be left on site overnight.
- 4.3.15 **Maintenance of Landscaped Areas:** All landscaped areas shall be maintained in a neat and well-groomed manner, free of trash, weeds, and debris. All paved surfaces shall be cleaned by sweeping or blowing. Open ground between plants in mulched areas shall be kept free of weeds at all times, by mechanical (hand weeding) and/or chemical control. Weeds and vines growing in shrubbery shall be removed manually. Any plant material damaged shall be replaced by the service provider.
- 4.3.16 **General Rules and Regulations:** All work in any municipal cemetery must be performed in accordance with the Rules and Regulations of Municipal Cemeteries. Copies are available upon request from the Department of Cemeteries, 330 Bonaventure Road.
- A. All work must be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City Holidays. If, due to unforeseen circumstances, contract grounds maintenance must be performed after-hours or on weekends/holidays, the contractor will be required to schedule such work in advance and pay an after-hour access fee as established by the Mayor and Aldermen of the City of Savannah.
 - B. Work operations shall not be performed in any area where a funeral is being held or nearby. Workers may move to another area not in conflict with funeral services only if the equipment and vehicles cannot be heard during the funeral service and the work is not disruptive to the funeral.
 - C. The contractor and his/her employees shall not lean or rest on monuments, tombstones, statues, etc. Gear, equipment or personal belongings shall not be placed on monuments, coping, or any structure within a cemetery lot.
 - D. Loud conversation and offensive language are not permitted on cemetery property. The playing of loud music is not permitted on cemetery grounds. Alcohol or illegal drugs are not allowed in any cemetery.

- E. The Department of Cemeteries reserves the right to restrict work activities in any section or sections of the cemetery for any time and for any reason. Turf areas which are determined too wet to mow may be passed during a maintenance cycle or cycles with the expressed permission of the Cemeteries Director.
- F. All roadways and aisles must remain open during and following maintenance operations. No litter, trash, rubbish or debris may block traffic, and all cemetery gates must be secured or open into the lot and not left open out into a roadway or an aisle.

4.4 Special Conditions

4.4.1 **Unsatisfactory Inspections:** When the Cemeteries Director or its representative deems services received are unsatisfactory, a grounds maintenance inspection form will be issued to the vendor. The inspection form will outline any non-compliance issues to be addressed within the predetermined zones. The contractor shall correct the issues detailed within the written complaint within 24 business hours. Any written complaint that is not resolved within 24 business hours will result in a fifteen percent (15%) penalty being assessed per zone containing incomplete work. The penalty shall apply to the invoice for the maintenance cycle in which the unsatisfactory work occurred. An example of the inspection form is attached for your reference (Exhibit 1).

4.4.2 **Damage:** In the event that the contractor causes damage at the cemetery, damage shall be immediately reported to the Cemetery Director or the Maintenance Supervisor. Damage shall be inspected by Cemetery staff and a rehabilitation specialist/contractor recommended by Cemetery staff to determine necessary repairs. Smaller repairs may be completed by the Cemetery Conservation staff, and billed and deducted from the maintenance contractor accordingly (labor and materials).

In the event of irreparable damage, the City reserves the right to assess a penalty as deemed appropriate and necessary.

4.5 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to four (4) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2017. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

4.6 Insurance Requirements

4.6.1 Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no “x, c or u” exclusions with the following minimum limits:

- Each occurrence - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000
- Personal & Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.6.2 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.6.3 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.6.4 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.6.5 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

5.0 General Conditions

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

- Bid Proposal Form (as a cover sheet)
- Exception Sheet
- Non-Discrimination Statement
- Proposed Schedule of M/WBE Participation
- Other requested submittals as stated

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

5.3 Original invoices should be sent to:

City of Savannah Department of Cemeteries
Bonaventure Cemetery Office
330 Bonaventure Rd.
Savannah, Georgia 31404

5.4 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.

5.5 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.

5.6 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein. The City reserves the right to award this contract to primary, secondary, or tertiary vendors if deemed in the City's best interests.

5.7 Those intending to respond to this event, their employees, agents and attorneys, shall not make contact with City Council members, or with City staff outside of the Purchasing Department during the bidding process and evaluation phase.

EXCEPTION SHEET

Event #5275

If the commodity(ies) 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
ATTN: Purchasing Director

EVENT NUMBER: 5275

Business Location: (Check One)
 Chatham County
 City of Savannah
 Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER 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
_____ WOMAN (non-minority) MINORITY (describe) _____

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	Grounds Maintenance for Greenwich Cemetery	26 Cycles		

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)

TOTAL NET BID

\$

=====

DO YOU HAVE THE REQUIRED INSURANCE? _____

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

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 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 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. _____

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 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.

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.

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
* * * * *

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia's cities 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 City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.