

GROUNDS MAINTENANCE FOR PUBLIC RIGHTS OF WAY

EVENT NO. 5860

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for grounds maintenance services on various access roads, canals, ditches and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the City limits. The City desires to contract these services and the scope of work includes furnishing all labor, equipment, fuel, and other necessary items to perform these services.

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.

The City of Savannah actively encourages disadvantaged business employment and disadvantaged business participation in all its improvement projects. The Bidder shall comply with Section 01310, Disadvantaged Employment Provisions, which requires the Bidder to submit documentation of compliance with these provisions in a separate sealed envelope with their bid. Further attention is called to contract conditions contained herein pertaining to nondiscrimination, equal employment opportunity, subcontract and opportunities for project area residents. The DBE Goal is 18%.

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, 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: Unless otherwise specified, all grounds maintenance services shall be provided in accordance with the City of Savannah Grounds Maintenance Specifications, listed below, which shall be considered a part of the annual contract.

4.2 Project Locations

4.2.1 Zone 1

Locations within this zone are shown on the Zone 6 Rights-of-Way Grounds Maintenance Location Map and noted in the accompanying list of various access roads, canals, ditches, and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the zone to be maintained (see Attachment A).

4.2.2 Zone 2

Locations within this zone are shown on the Zone 6 Rights-of-Way Grounds Maintenance Location Map and noted in the accompanying list of various access roads, canals, ditches and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the zone to be maintained (see Attachment B).

- 4.2.3 Zone 3
Locations within this zone are shown on the Zone 6 Rights-of-Way Grounds Maintenance Location Map and noted in the accompanying list of various access roads, canals, ditches and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the zone to be maintained (see Attachment C).
- 4.2.4 Zone 4
Locations within this zone are shown on the Zone 6 Rights-of-Way Grounds Maintenance Location Map and noted in the accompanying list of various access roads, canals, ditches and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the zone to be maintained (see Attachment D).
- 4.2.5 Zone 5
Locations within this zone are shown on the Zone 6 Rights-of-Way Grounds Maintenance Location Map and noted in the accompanying list of various access roads, canals, ditches and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the zone to be maintained (see Attachment E).
- 4.2.6 Zone 6 and Major Corridors
Locations within this zone are shown on the Zone 6 and major corridors Rights-of-Way Grounds Maintenance Location Map and noted in the accompanying list of various access roads, canals, ditches and their associated rights-of-way, easements, maintenance ways, medians, and street and highway rights-of-way within the zone to be maintained (see Attachment F).
- 4.2.7 Canals and Ditches
Locations of canals to be maintained are shown on the Canal Maintenance Location Map (Attachment G) and noted in the accompanying list of various access roads, canals, ditches and their associated rights-of-way, easements, and maintenance ways (Attachment H).
- 4.3 Qualifications: Bidders must submit proof of performance of professional tractor mowing/grounds maintenance services as their primary livelihood for 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. Bidders must provide three (3) references indicating past performance on Attachment 1. Attachment 1 must be submitted with a bid to be further considered.
- Any provider of pesticide, herbicide, or growth regulator applications must possess a current Georgia Commercial Pesticide Applicators License with the appropriate endorsement(s) and provide a copy of any applicable licenses with a bid to be further considered. The authorizing department reserves the right of determining the adequacy of the vendor's qualifications.
- 4.4 Quality Control and Supervision: The successful bidder must provide adequate training, supervision, and quality control over the services provided. The successful bidder, 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 shall 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.

- 4.5 Conflict of Interest: The service provider, vendor's employees, and/or vendor's representatives, must not do anything which may be in 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.
- 4.6 Reporting and Responding: The vendor or its designated agent must report any damage, complaints received, vandalism, or suspicious activities immediately to the authorizing department. The vendor or its designated agent is expected to respond to all notices and complaints from the authorizing department. The vendor shall repair or replace, at its own expense, any and all damage caused by grounds maintenance employees and any equipment or operations including, but not limited to: drainage structures, broken irrigation fixtures, trees, shrubs, fences, public and private utilities, and other public and private property. Excessive tire rutting that causes drainage problems, brings complaints from citizens or that constitutes a hazard to the public shall be immediately repaired by the Contractor at its own expense. The vendor or its designated agent must notify the authorizing department immediately if it experiences any difficulty in performing grounds maintenance as specified for any reason.
- 4.7 Communications: The contractor shall provide contact information whereby its appointed representative may be reached 24 hours per day, seven (7) days per week, if and when problems develop. The contractor shall communicate with and properly direct all its employees to ensure that all mowing work is in compliance with these specifications. The contractor shall be in regular communication with the City's representative while mowing work is in progress. Contact information for the City's representative will be supplied to the successful bidder at the time of contract award.
- 4.8 Grounds Maintenance Employees: The vendor shall employ a workforce adequate to provide all services to the project in accordance with these specifications. Any employee(s) of the vendor must be properly trained and qualified to perform any tasks assigned on the project(s) specified. The vendor 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 vendor must be able to meet payroll obligations of all employees. The authorizing department reserves the right of determining the adequacy of the vendor's employees.
- 4.9 Service Vehicles: Any vehicles used on the project, or for transporting personnel, equipment, fuel and/or supplies 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 vendor's vehicles.
- 4.10 Personnel, Operational, and Public Safety: The vendor 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 vendor 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. All work shall be performed in accordance with all applicable Occupational Safety and Health Administration regulations. The contractor shall comply with all applicable local, state and federal laws.

4.11 Equipment: Unless otherwise specified, the vendor 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 vendor 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 is to be left unattended on City property without the permission of the authorizing department. Any equipment left onsite must be parked in designated areas and is left at the risk of the vendor. Major repairs to vehicles and equipment shall not be completed on City of Savannah property. The changing of engine oil, hydraulic oil, greases or other fluids of any vehicle or piece of equipment shall not be allowed on City of Savannah property. The fueling of vehicles and equipment shall not occur within twenty (20) feet of any canal or ditch within the City of Savannah. Any and all fuel or other hydrocarbon spills shall be immediately reported to the authorizing department and pursuant to state law the Georgia Environmental Protection Division, as applicable. The vendor is responsible, at its own expense, for any and all spill remediation required by law. The authorizing department reserves the right of determining the adequacy of the Contractor's equipment.

4.12 Invoicing

4.12.1 The vendor, 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 shall not be submitted for payment until all services have been provided according to these specifications. The vendor may not invoice for portions of neighborhoods completed. Only fully completed cycles or neighborhoods are eligible for invoicing. Invoices shall be submitted monthly for payment and those failing to meet these requirements or missing information will not be entertained. No invoices will be paid until the work has been inspected by the authorizing department and found to have been completed in accordance with these specifications.

4.12.2 Reports of completed work shall be furnished to the authorizing department and shall accompany all invoices submitted for payment. Reports shall include the completed route sheets of rights-of-way mowing with dates, a completed ditch identification number grouped by neighborhood, footage mowed for each ditch segment, the date the work for each segment was completed, (maps with footage will be supplied by City), and certification by the vendor that the work was completed in its entirety in accordance with this specification.

4.12.3 Three (3) sets of ditch and right-of-way inventory books to include a written, descriptive inventory with ditch and right-of-way segment identification numbers and a map book of all ditches and route sheets and maps of all right-of-ways in this contract will be provided to the successful bidder upon award of the contract.

4.13 Grounds Maintenance Specifications

4.13.1 All work shall be performed in a professional manner using equipment and techniques meeting accepted industry standards. The vendor shall maintain all rights-of-way specified in the bid contract to include, where applicable, mowing, edging curbs, edging sidewalks, blowing off streets/curbs/sidewalks, maintaining around storm ditch head walls/guardrails along the rights-of-way, and breaking the top of ditch crest to the existing water level (or bottom if dry) where ditch follows the rights-of-way.

- 4.13.2 For canal/ditch maintenance, the vendor shall mow the vegetation on every side slope to the existing water level (or bottom if dry), the access/maintenance road, and the adjacent right-of-way utilizing motorized, tractor-type mechanical mowers. In areas where a motorized tractor-type mower cannot be used, hand tools or small motorized equipment such as a line trimmer or push-type mower shall be utilized to cut the vegetation. All grass, weeds, saplings and other fibrous vegetation shall be cut to height of between four and six inches. Canal and ditch banks shall not be “scalped” or laid bare of vegetation due to improper mowing operations. Mowed areas should be neat and uniform in appearance when completed. The contractor is responsible for correcting bank erosion and replacing vegetation caused by scalping or otherwise by its operations, at no cost to the City of Savannah.
- 4.13.3 The authorizing department will unlock gates on ditches pursuant to the receipt of the aforementioned schedule to allow the vendor access for mowing. The vendor shall be responsible for locking all gates upon leaving a mowed area. The vendor’s failure to lock gates which results in trespassing and dumping by others shall result in the vendor removing all dumped debris at its own expense.
- 4.14 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. Specified work must be completed satisfactorily within the designated maintenance cycle at the designated frequency. All specified mowing must be completed without interruption within the designated mowing cycle. Please refer to the individual line item numbers in the bid proposal form for the desired frequency by location.
- 4.15 Litter and Trash Removal: All litter and trash, material not naturally occurring in the environment, shall be removed from the canals, ditches and associated maintenance roads and rights-of-way prior to performing maintenance services. The vendor must ensure that its employees are collecting and legally disposing of all trash and debris from the project and be able to provide documentation of the legal disposal of debris upon request. Litter shredded and distributed by mowing operations shall be immediately removed by the vendor at no further cost to the City of Savannah.
- 4.16 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. Any fallen limbs, moss, and vegetative debris generated by typical thunderstorms shall be removed. Any additional debris generated by grounds maintenance operations must also be removed and legally disposed. 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, or the storm drainage system and no piles shall be left on any project(s) overnight.
- 4.17 Weed and Wild Growth Removal: Unless otherwise specified, all shrub beds, flower beds, groundcover areas, mulched areas, fence lines, curbs, paved areas (roadways, driveways, walkways, including expansion joints), 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 shall 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. Unless otherwise specified, weeds and wild growth may be treated

with appropriate growth regulators in accordance with these specifications to prevent re-sprouting. Note that the beds along Abercorn Street and Middleground Road will require the use of a non-selective herbicide in order to stay on top of the weed growth (see section 4.19). All chemicals must be approved by the authorizing department prior to its applications.

- 4.18 Turf Maintenance: All turf areas shall be mowed and trimmed at the designated frequency (cycle) to provide a neat and well-groomed appearance. Grass cuttings shall 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. The vendor shall 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, head walls, guardrails, tops of drainage ditches/canals, 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.
- 4.19 Growth Regulator Applications: Unless otherwise specified, the vendor, or its designated agent, may apply growth regulators to reduce maintenance, provided the applicator possess a current Georgia Commercial Pesticide Applicators License and all applications conform to applicable federal and state regulations. Non-selective herbicides may be applied as needed to reduce need for trimming and edging around signs, guy wires, utility poles, hydrants, obstacles, and structures. The spray pattern shall not exceed four inches (4") from the obstacle or structure. Growth regulators may be applied to turf areas. All chemicals must be approved by the authorizing department prior to its applications. The vendor must maintain accurate records of all chemical applications and submit to the authorizing department upon request.
- 4.20 Irrigation Systems: The vendor, or its designated agent, shall visually inspect the irrigation systems, if present, with the designated project(s) and report any leaks, broken or missing fixtures, or other problems such as too much or too little moisture. Broken sprinklers or leaks must be reported immediately to the authorizing department. Damage caused by caused by employees, equipment, or operations of the vendor shall be repaired or replaced at its own expense.
- 4.21 Paved Areas: Unless otherwise specified, the vendor, or its designated agent, shall apply non-selective herbicides as needed to any vegetation growing on roadways, driveways, walkways, shoulders, parking areas, or any other paved surfaces, including curbs, gutters, and expansion joints. All chemicals must be approved by the authorizing department prior to its applications. The vendor must maintain accurate records of all chemical applications and submit to the authorizing department upon request. 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.
- 4.22 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.
- 4.23 Site Restoration: All work areas shall be cleaned up at the end of each work day. No debris, clippings, or trash bags shall be left on site overnight.
- 4.24 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 by the use of herbicides shall be replaced by the vendor at its own cost.

4.25 Grounds Maintenance of Medians

- A. Any work performed on state or federal rights-of-way must comply with Georgia Department of Transportation regulations.
- B. No work may be performed which will impede or restrict traffic flow during the hours of 7:00 – 9:00 a.m. or 4:00 – 6:00 p.m., Monday through Friday. Median maintenance is generally allowed on Saturdays.
- C. 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.
- D. Any wood chips or bark nuggets which have washed out of mulched areas must be raked back into mulched areas.
- E. All turf lines around mulched beds, curbs, and sidewalks must be edged mechanically. Chemical edging is not allowed.
- F. Shrubbery in medians, if included, shall be pruned as necessary in accordance with the specifications herein.
- G. Small trees, including crape myrtles, must never be topped; however, they may be pruned to remove suckers, broken branches, dead wood, limbs interfering with pedestrian or vehicular traffic, and to prevent sight line restrictions.
- H. Landscaped areas in medians, if included, shall be mulched and fertilized in accordance with the specifications herein.
- I. Paved medians, or portions thereof, including median extensions, shall be maintained in accordance with the specifications herein.

4.26 Maintenance Schedules: Grounds maintenance shall be performed at the frequency noted in section 4.14 and, 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 vendor must furnish a written maintenance schedule to the authorizing department one (1) week prior to performing any mowing work. The schedule shall include the projected dates that the vendor plans to work including the neighborhoods in which work is projected to occur. The vendor shall notify the City one (1) week prior to the beginning and upon completion of each mowing cycle.

4.27 Canal, Ditch, and Rights-of-Way Inventory: Please see attached drawings, Attachments A – F, which shows the location of all canals, ditches and rights-of-way within the City of Savannah to be mowed under this contract. They are grouped by neighborhood, ditch segment identification number, and street intersections. The footage and mileage shown is approximate but shall be considered correct and absolute for the purposes of payment in this contract. All payments under the contract shall be based on miles or fractions of miles, expressed as decimal equivalents. All footage has been converted to mileage for the purposes of reporting and payment and has been rounded to the nearest tenth of a mile. Total mileage per mowing cycle is 125 miles of canals and ditches and 218 miles of street right-of-ways. It is strongly suggested that contractors visit each location prior to submitting their bid.

4.28 Insurance Requirements

4.28.1 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.

4.28.2 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.

4.28.3 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.

4.28.4 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.

4.28.5 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.

4.29 This is an annual contract. Prices shall remain firm. 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. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

4.30 Satisfaction of DBE Goals; Good Faith Effort

The process by which the City determines whether an Offeror has met the City's DBE goal is set forth in the guidelines below:

- a. A bid shall be considered non-responsive unless a bidder meets either the DBE goal established for the contract or demonstrates good faith effort to meet the DBE goal.
- b. In order to meet the DBE goal of a solicitation, a bidder entity must submit the following information:
 - i. The names and addresses of each DBE that will participate in the contract;
 - ii. A description of the work that each DBE will perform;
 - iii. The percentage of the contract value that each DBE will receive.
 - iv. Written documentation, in a form acceptable to OBO, of the bidder's commitment to use each DBE whose participation the bidder submits to meet the contract goal; and
 - v. Written confirmation, in a form acceptable to OBO, from each DBE that it will participate in the contract as indicated by the bidder.
- c. The bidder should submit the above information as follows:

- i. Under sealed bid procedures, the information should be provided with the sealed bid response; or
 - ii. Under requests for letters of interest or requests for proposals, the information should be provided with the initial letter of interest or proposal.
- d. If the information required by section (b) above is not provided in accordance with section (c) above, the information must be provided to the City of Savannah within three (3) business days after OBO notifies the bidder that it has not provided all the required information with its response. Failure to provide the City of Savannah with this information within such three (3) business days may be cause for the response to the solicitation to be deemed non-responsive.
- e. Determination of Good Faith Effort.
 - i. A bidder shall not be denied award of a contract due to failure to meet the assigned contract goal if the bidder timely (within the timeframes provided in paragraphs (c) and (d) above, as applicable) provides documentation demonstrating the bidder's good faith effort to meet the goal, as determined by the Program Coordinator. In making such determination, the Program Coordinator shall consider the quality, quantity, and extent of the various efforts that the bidder has made to meet the goal.
 - ii. The efforts that may be considered by the Program Coordinator include, but are not limited to:
 - 1. Soliciting through activities such as attendance at pre-bid meetings, advertising, or written notices, the interest of certified DBEs (or DBEs eligible for certification) that have the ability and capacity to perform the contract work. The bidder must solicit this interest in a timely manner to allow the DBEs to respond to the solicitation. The bidder must take appropriate steps to follow up initial solicitations of DBEs.
 - 2. Identifying the portions of the contract that could reasonably be performed by a DBE in order to increase the likelihood that the DBE goals will be achieved. This may include, where appropriate and commercially practicable, separating contract work items into segments more appropriate for participation by DBEs.
 - 3. Providing each interested DBE with adequate information about the plans, specifications, and requirements of the contract in a timely manner.
 - 4. Negotiating in good faith with each interested DBE. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and explaining why an agreement could not be reached with an interested DBE to perform the work. The fact that there may be some additional costs involved in subcontracting with DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such additional costs are reasonable, as determined by the Program Coordinator in his or her sole discretion.

- iii. In determining whether a bidder has made a good faith effort, the Program Coordinator may also consider the level of participation proposed by the bidder and the level of participation proposed by other bidders. The closer the bidder's proposed participation is to the goal or to the proposed participation by other bidders, the greater the indication of good faith by the bidder.

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 DBE Participation
- Other 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
Accounts Payable
P.O. Box 1027
Savannah, Georgia 31402

5.3 The 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.

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

5.5 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

EXCEPTION SHEET

Event #5860

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: 5860

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.

MANUALLY SUBMITTED 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 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 DBE participation. Also complete the schedule if you will be using any DBE suppliers.**

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

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	Zone 1 – Right-of-Way Mowing (Approx. 38 Miles)	13 Cycles		
2	Zone 1 – Right-of-Way Mowing (Extra Cycle)	1 Cycle		
3	Zone 2 – Right-of-Way Mowing (Approx. 31 Miles)	13 Cycles		
4	Zone 2 – Right-of-Way Mowing (Extra Cycle)	1 Cycle		
5	Zone 3 – Right-of-Way Mowing (Approx. 9 Miles)	13 Cycles		
6	Zone 3 – Right-of-Way Mowing (Extra Cycle)	1 Cycle		
7	Zone 4 – Right-of-Way Mowing (Approx. 20 Miles)	13 Cycles		
8	Zone 4 – Right-of-Way Mowing (Extra Cycle)	1 Cycle		
9	Zone 5 – Right-of-Way Mowing (Approx. 29 Miles)	13 Cycles		
10	Zone 5 – Right-of-Way Mowing (Extra Cycle)	1 Cycle		
11	Zone 6 and Major Corridors – Right-of-Way Mowing (Approx. 67 Miles)	13 Cycles		
12	Zone 6 and Major Corridors – Right-of-Way Mowing (Extra Cycle)	1 Cycle		
13	Ditch and Canal Mowing (Approx. 125 Miles/Cycle)	3 Cycles		
14	Ditch and Canal Mowing (Extra Cycle)	1 Cycle		
15	Ditch and Canal Mowing (Per Mile)	125 Miles		

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 \$

=====

HAVE YOU INCLUDED ATTACHMENTS 1 AND 2? _____

HAVE YOU INCLUDED COPIES OF APPLICABLE LICENSES PER SECTION 4.3? _____

DO YOU HAVE THE REQUIRED INSURANCE? _____

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

DBE SUBCONTRACTOR PAYMENT REPORT

Report No. _____

Contract #:	Contract Amount:	Date Form Submitted:	
Project Name:		Project Completion Date:	
Prime Contractor:		Period Ending:	Amt. Paid to Prime:
Contact Person:		Telephone#: ()	Fax#: ()

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO THE CITY OF SAVANNAH OFFICE OF BUSINESS OPPORTUNITY

DBE Subcontractor	Telephone #	Description of Work	Original Agreed Price	% of work Completed to Date	Amount Paid This Period	Amount Paid To Date

Total Amount Paid to Subcontractors to Date:

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I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature:	Title:	Date:
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Note: The information provided herein is subject to verification by the Office of Business Opportunity.



**OFFICE OF BUSINESS OPPORTUNITY
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION¹**

EVENT NUMBER:		PROJECT TITLE:			
PRIME CONTRACTOR NAME:		ADDRESS:		PHONE:	FAX:
SUBCONTRACTOR NAME	ADDRESS and PHONE NUMBER	SERVICES/WORK TO BE PERFORMED	DBE? (Y/N)	SUB-CONTRACT AMT (% OF TOTAL BASE BID)	SUB-CONTRACT AMT (\$)
TOTAL BASE BID²					\$
TOTAL PROPOSED DBE SUBCONTRACTS²					\$
BIDDER'S PROPOSED DBE PARTICIPATION³					%

I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed letter of intent for each DBE firm mentioned in this schedule with our response.

Name and Title of Authorized Representative	Signature	Date
--	------------------	-------------

¹Form to be completed and signed by the bidder/offeror; Use additional sheets if necessary.
²To be provided only when the solicitation requires that the bidder/offeror include the dollar amount in its bid.
³Total proposed DBE participation (\$) divided by bidder's total base bid (less any exclusions specifically mentioned in the solicitation), or total of all DBE Participation (%) if dollar amount is not required.

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://everify.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.

Attachment 1

References

Bidders must submit proof of performance of professional grounds maintenance services as their primary livelihood for 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. Bidders must provide three (3) references indicating past performance on Attachment 1. **Attachment 1 must be submitted with a bid to be further considered.**

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

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

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

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

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

24-Hour Contact Info: List the name and title of the individual responsible for representing your company on call once the contract is awarded: _____

Attachment 2

Equipment List

Provide (as an attachment) information upon the equipment proposed for the work. Include make, model, age, and quantities of equipment proposed. Indicate if owned, leased, or if a contingent lease is arranged.