

## **CITY OF SAVANNAH HIRE SAVANNAH POLICY**

### **I. PURPOSE:**

To increase the utilization of the local workforce to the greatest extent possible on City of Savannah contracts.

1. The City of Savannah Mayor and Aldermen endorse efforts to establish hiring agreements with businesses benefitting from municipal contracts with the City to hire local workers residing in the city of Savannah, Georgia.
2. As a method of inducing contractors to hire qualified workers residing in Savannah, special requirements of the Hire Savannah Program shall be included in all bid awards for covered services of \$100,000 or more, construction-related services of \$250,000 or more, and all leases of City-owned real property where privately-funded construction, demolition, alteration, and/or repair of City buildings or facilities may be undertaken.

### **II. HIRE SAVANNAH PROGRAM**

This section shall be known and may be cited as the "Hire Savannah Program" (the "Program"). The objectives of the Program are to encourage Contractors to utilize WorkSource Coastal, the Georgia Vocational Rehabilitation Agency (GVRA), the Georgia Department of Labor (GDOL) and their contract partners as a first source to fill vacancies with qualified workers residing in the city of Savannah for work on City-funded projects.

#### **A. Definitions.**

- (1) "Contractor" means an individual, non-profit, or for-profit entity, including a corporation, partnership, limited liability company (LLC), or similar entity, that enters into a Covered Contract. To the extent that the Covered Contract is performed in whole or in part by a subcontractor engaged by the primary contractor, the term "Contractor" as used herein shall include the subcontractor as well.
- (2) "Covered Contract" means a City-awarded contract that is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and pays the Contractor \$100,000.00 or more for covered services or \$250,000 or more for construction-related services. "Covered Contract" also includes leases of City-owned land where privately-funded construction, demolition, alteration, and/or repair of City buildings or facilities may be undertaken by the lessee.
- (3) "Construction-related Services" means services purchased by the City or lessee of City-owned property that involve construction, demolition, alteration and/or repair of City buildings, City public works or other City facilities.

- (4) "Covered Services" means the following services purchased by the City:
- (a) Food preparation or distribution;
  - (b) Security services;
  - (c) Routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services that are needed or that are anticipated to be needed for normal upkeep of facilities during the term of the serviced contract;
  - (d) Repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset;
  - (e) Clerical or other nonsupervisory office work, whether by temporary or permanent personnel. Such work includes secretarial, typing/word processing, data entry, filing, transcription, specialized billing, sorting or completion of forms, and word, data, and information processing;
  - (f) Printing and reproduction services; and
  - (g) Landscaping, lawn, or agricultural services

Covered Services do not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to attorneys, architects, engineers, and other design consultants.

- (5) "Primary Contractor" The primary contractor is responsible for full compliance of all contractors providing construction-related services or Covered Services under the Covered Contract (Contractor, subcontractor, and any lower-tier subcontractors, but excluding material manufacturers and suppliers) with the requirements of the Hire Savannah Policy.
- (6) "Qualified Referrals" means an individual who resides within the city limits of Savannah, Georgia and who is identified by WorkSource Coastal (WSC), the GVRA, the GDOL or any of their contract partners as a candidate with the requisite qualifications to perform the duties required on a City-awarded contract and is referred for open job orders in response to a vacancy identified by the Contractor and submitted to WorkSource Coastal.
- (7) "Qualifying Worker" means an individual who resides within the city limits of Savannah, Georgia who is employed to work on a City-awarded contract.
- (8) "Vacancies" means all full- and part-time job openings of the Contractor that are the direct result of the City-awarded contract. Vacancies include job openings at the time contractual performance commences and any job openings that develop at any time during the contract term.
- (9) "WorkSource Coastal (WSC)" means the administrative entity of the Coastal Workforce Development Board, or any successor entity.

## **B. Hire Savannah Program Goals**

Under any procurement solicitation for any Covered Contract, the bidder or proposer shall be required, as an issue of responsibility, to indicate that it agrees to be bound to contractual obligations under the Covered Contract, if awarded to the bidder or proposer, requiring it to use good faith efforts to meet the Hire Savannah Referral Goal and the Qualifying New Hires Goal. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

**(1) First Source Recruitment: Utilization of WorkSource Coastal as the first source for recruitment of Qualified Referrals**

Upon execution of the applicable Covered Contract, the Contractor agrees to publicly post all vacancies for Covered Contracts through WorkSource Coastal and GDOL for a period of at least five (5) business days, which shall be calculated from the date of written notice by the Contractor to the City and WorkSource Coastal of the placement of the job order form with WorkSource. During this period, the Contractor shall not utilize other recruitment methods or advertisements to attempt to fill any vacancies, except internal-only job postings by the Contractor, and consideration of any Qualified Referrals from WorkSource Coastal.

**(2) Qualifying Worker Hire Goal**

- a. The Contractor agrees to use good faith efforts to hire Qualifying Workers for a pre-determined percentage of job vacancies resulting from a Covered Contract, or a minimum of one employee if only one vacancy exists, and shall give full consideration to Qualified Referrals from WorkSource Coastal, as a first source for hiring qualifying workers.
- b. The Qualifying Worker Hire Goal shall be twenty-five percent (25%) from the date of policy enactment through the first calendar year following policy enactment. The Qualifying Worker Hire Goal shall increase to thirty-three percent (33%) in Year Two. A formal evaluation will be completed by the end of the third quarter of Year Two, to determine if the program should continue. If approved for continuation, the Qualifying Worker Hire Goal shall increase to fifty percent (50%) of job vacancies thereafter.
- c. Each individual who resides within the city limits of Savannah, Georgia who is hired by the Contractor for the Covered Contract shall count as one (1) Qualifying Worker for purposes of meeting the Qualifying New Hires Goal.
- d. The Contractor shall be deemed to have demonstrated good faith efforts to meet the Qualifying Worker Hire Goal if:
  1. The Contractor evaluates and interviews Qualified Referrals from WorkSource Coastal but is unable to meet the Qualifying Workers Hire Goal due to a documented lack of Qualified Referrals and/or a lack of special skills, experience, or expertise required to fill the vacancies;
  2. The Contractor demonstrates that the local hiring goal can be met by the Contractor's existing employees who meet the definition of Qualifying Worker and will work on the project;
  3. Identified collective bargaining agreement provisions prevent the Contractor from meeting the Qualifying Workers Hire Goal; or
  4. Documented other circumstances to be determined on a case by case basis.

- e. Qualifying Workers may be terminated by the Contractor as otherwise permitted under applicable law or contract, provided that any vacancy created during the term of the Covered Contract by the termination of a Qualifying Worker shall be filled either in accordance with the procedures for the Hire Savannah Program or by hiring another Qualifying Worker. If no Qualified Workers are available, the Contractor shall be deemed to have demonstrated good faith efforts to meet the Qualifying Worker Hire Goal if one or more conditions are met as described in Section II.B.(2)d of this policy.
- (3) Nothing in this Policy shall be construed to require or authorize any Contractor to take any action in violation of an existing collective bargaining agreement or any requirement of state or federal law.

### **C. Implementation**

- (1) Under any procurement solicitation for any Covered Contract, the bidder or proposer shall be required, as an issue of responsibility, to indicate that it agrees to be contractually bound under the Covered Contract, if awarded to the bidder or proposer, to use good faith efforts to meet the Hire Savannah Program Goals and the Qualifying Worker Hire Goal. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.
- (2) Upon execution of the applicable Covered Contract, the Contractor agrees to publicly post all vacancies for Covered Contracts through WorkSource Coastal and GDOL for a period of at least five (5) business days, which shall be calculated from the date of written notice by the Contractor to the City and WorkSource Coastal of the placement of the “Contractor Job Order Form” with WorkSource. During this period, the Contractor shall not utilize other recruitment methods or advertisements to attempt to fill any vacancies, except internal-only job postings by the Contractor, and consideration of any Qualified Referrals from WorkSource Coastal.
- (3) WorkSource Coastal will provide to the Contractor a list of Qualified Referrals that meet the requirements of the vacancies.
- (4) Promptly upon receipt thereof, and in connection with each vacancy, the Contractor agrees to review the qualifications of the Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications. WorkSource Coastal will coordinate interviews for the Contractor or will supply additional information on the Qualified Referrals if needed/desired.
- (5) Upon completion of the review of the Qualified Referrals' qualifications and good faith efforts to interview qualified candidates for each vacancy, the Contractor shall submit a “Qualified Referrals: Interview and Hiring Report” to WorkSource Coastal, summarizing good faith efforts to review and interview Qualified Referrals, hiring decisions, and the status of vacancies.
- (6) Upon completion of Qualified Referral interviews and hiring decisions, the Contractor shall be deemed to have demonstrated good faith efforts to comply with first source recruitment requirement of using WorkSource Coastal for Qualified Referrals on Job Vacancies, regardless of whether the Contractor offers employment or actually hires any of the Qualified Referrals.

- (7) The Contractor shall include a "Qualifying Workers Employment Report" as part of each Pay Request to the City and WorkSource Coastal, summarizing the name, address, and beginning and ending work date (if applicable) for workers meeting the Qualifying Worker definition.
- (8) The Contractor shall ensure all of its subcontractors performing under the Covered Contract comply with the requirements of the program.

**D. Records Retention**

- (1) The procurement specifications shall require Contractors to retain during the term of the Covered Contract and for a period of at least one (1) year after expiration or termination of the Covered Contract the following records for all employees hired for vacancies and agree to produce, at the City's request, documents and records sufficient to demonstrate the Contractor's compliance, as well as any good faith efforts to comply, with the first source recruitment requirement and the Qualifying Worker Hire Goal:
  - a. The name and address of each Qualifying Worker hired to fill a vacancy;
  - b. The job title and classification of the employee;
  - c. The beginning and ending date (if applicable) of employment for each Qualifying Worker hired during the term of the Covered Contract;
  - d. If the Contractor's current workforce is used to meet the Qualifying Workers Hire Goal, the Contractor shall retain documentation that demonstrates the goal was met by all or a portion of the Contractor's existing workforce which met the definition of Qualifying Worker and worked on the City-awarded contract, including the workers names, addresses, job titles/classifications, and beginning and ending dates (if applicable) of employment during the term of the Covered Contract;
  - e. Documentation of the good faith efforts undertaken in connection with the Qualifying Worker Hire Goal.
- (2) The record-retention and reporting requirements of this section are mandatory for all Contractors providing services under Covered Contracts, and the Contractor shall ensure all subcontractors performing under the Covered Contract comply with program requirements.
- (3) All Covered Contracts shall contain language making a failure to timely comply with this section a material breach of contract.

**E. Compliance and Enforcement.**

For any Covered Contract, the contract at issue shall specifically provide that the Contractor's failure to demonstrate good faith efforts to meet the first source recruitment requirement or the Qualifying Worker Hire Goal shall constitute a material breach of contract. The contractor shall receive notice of breach of contract and requirement to cure noncompliance. Failure to meet program requirements may result in a negative evaluation on the vendor's performance report and may cause the contractor to be deemed ineligible to qualify for any future project. This penalty is in addition to whatever additional remedies may be available to the City under other provisions of the City Code, the terms of the contract or subcontracts, or the law.

**E. Sunset Review.**

This Policy shall terminate at the end of Year Two (2) of program operation. A formal program evaluation will be completed by the end of the third quarter of Year Two, to determine if the program should be recommended for continuation. Such review shall include analysis of:

- (1) The effectiveness of the Program in encouraging the employment of Qualifying Workers;
- (2) Contractors' ability to meet the Hire Savannah Referral and Qualifying Worker Hire Goals;
- (3) The estimated financial impact on the City; and
- (4) Any recommendations for amendment or modification of the Program's provisions.

If the program is deemed to be effective and is approved for continuation, the Qualifying Worker Hire Goal shall be increased to fifty percent (50%) of job vacancies thereafter.

**F. Indemnification**

- (1) By enacting this article the City of Savannah is assuming an undertaking only to promote the general welfare of its citizens.
- (2) By this enactment, the City, its officers, agents, or its employees are not to be considered joint employers with a contractor or beneficiary.
- (3) The City, its officers, agents and employees shall not be liable to any person, including but not limited to contractors, beneficiaries, and persons whose names appear as Qualifying Workers, who claim that the enactment, enforcement or violation of this article caused injury or loss of any kind.
- (4) This Policy is not intended to and does not require a contractor or beneficiary to hire a particular individual who does not satisfy the minimum qualifications or other requirements of the job as set forth by the beneficiary or the contractor.
- (5) This Policy does not give the City, its officers, agents, or employees any right to control or determine any of the terms or conditions of employment of a Qualifying Worker hired by a beneficiary or contractor.
- (6) To the extent any portion of this policy may be held invalid or unenforceable in any respect, that holding shall apply only to the extent of any such invalidity or unenforceability and shall not in any manner affect, impair or render invalid or unenforceable any other provision of this policy.