

SECTION 4

SPECIFICATIONS AND SPECIAL CONDITIONS FOR LIGHTING SYSTEM REPAIR AND MAINTENANCE

EVENT # 5280

4.0 The purpose of these specifications is to describe services that the City of Savannah will require for the repair and installation of the lighting system and highway lights along Interstate 16 (I-16) from Chatham Parkway to the north end of the Talmadge Bridge. This work will include planned maintenance or emergency repairs in the event of traffic accidents, storms, hurricanes, vandalism, or equipment failures. Electronic responses shall not be accepted for this event. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

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

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, third floor, City Hall, 2 E. 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 Scope of Work

- 4.1.1 The work covered by these specifications consists of furnishing all labor, construction equipment, mobilization, and traffic control necessary for the maintenance or the replacement of defective, obsolete, or damaged conduits attached to bridge structures, foundations, poles, fixtures, or control devices. This is including, but not limited to, the installation of rigid conduits attached to bridge structures, concrete foundations, and steel/aluminum poles with luminary arms, fixtures, bases, control cabinets, underground conduits, and cables. The unit price description of each work effort will specify whether the work to be performed will be done with material that is supplied by the City or supplied by the contractor. All conduits, wires, cables, and span wires will be provided by the contractor.
- **4.1.2** It is the intent of this contract to establish in advance of issuing a purchase order, the contract unit price for all items or work and materials which may be needed for I-16 highway light maintenance related work as required by the Traffic Engineering

Director or designee. Such items which will be described in a purchase order and will be used to determine compensation for all work covered by the purchase order.

- 4.1.3 The quantity of work to be performed will be determined by the Traffic Engineering Director or designee and specified in each purchase order. Incidental or emergency work such as pole replacement, cabinet replacement, or replacement of damaged highway light related equipment may be required. However, the City does not guarantee a minimum amount of work to be awarded. The quantities of work indicated in this bid are not considered either a minimum or maximum amount of work to be performed, but do represent the best estimate of the work expected to be awarded and performed during the contract period.
- **4.1.4** Bids shall include a minimum of one (1) reference with contact names of companies for whom the bidder has performed similar services. References shall be submitted on Attachment 1 in order for the bid to be considered further.
- 4.1.5 All work shall be performed per the latest published editions of the Georgia Department of Transportation (GDOT) Standard Specifications, section 150 traffic sections 680, 681,682, 920,921.

4.2 Special Conditions

- **4.2.1** In order to provide emergency service, the bidder shall furnish a name and phone number of a contact who can be reached 24 hours daily, seven (7) days a week for order placement. The contact information shall be listed on the Bid Proposal Form.
- **4.2.2** Bidders must have the ability to conduct business without disruption in the event of a major storm or natural disaster in this area.

4.2.3 Schedule of Work

The City Traffic Engineering Director or designee will determine the amount of work to be performed under this contract and the priority of each installation. Purchase order(s) will be issued for a specific item or items or work at a site, specifying the estimated quantity of each item of work to be performed and the dates at which the work shall begin and be completed in accordance with the time allocations specified herein. The Traffic Engineering Director or designee reserves the right to change the priority of work or to temporarily suspend work at a site for the purpose of reassigning the contractor to emergency work or work of high priority. Except for emergency work as defined in the contract documents, the contractor shall begin work at the site within ten (10) calendar days after receipt of a purchase order. Once work has begun on a site, the contractor shall diligently pursue completion of the work in accordance with the following schedule, or if the work is not listed, the contractor shall work on a continuous basis until the work is finished.

Installation	of	new	pole	including	Five (5) calendar days per pole
foundation,	condi	uits, pol	le, fixtu	re	

Reinstallation of existing pole	Three (3) calendar days per pole
Construction of steel pole foundation	Five (5) calendar days per foundation
Installation of control cabinet	Three (3) calendar days per cabinet
Installation of timber pole	One half $(1/2)$ calendar days per pole
Installation of underground conduits	One (1) calendar day per 100 linear
	foot
Installation above ground conduits	One (1) calendar day per 100 linear
	foot

If the contractor is unable to complete assigned work in accordance with the contract schedule, the City reserves the right to assign additional work to a secondary contractor. The City may elect to issue a purchase order for work at more than one location or to issue multiple purchase orders with overlapping schedules. The contractor shall be expected to perform work concurrently at no more than three (3) separate locations. If the contractor is unable to complete work at each site with the specified time, due to conditions beyond the control of the contractor, a written revised schedule shall be submitted to the Traffic Engineering Director or designee for approval.

The contractor shall be approved by the Georgia Department of Transportation to perform street light work within GDOT right-of-way.

In the event work at a site is postponed or delayed at the request of the Traffic Engineering Director or designee by issuance of an emergency purchase order, multiple purchase orders, or by verbal agreements, the contractor shall submit a revised schedule.

4.2.4 A purchase order will be issued for each site or project sites or project (which may be multiple sites) and will specify the work to be performed at each site. Each purchase order will be itemized and will indicate the estimated quantity of work to be performed at each site. Construction drawings may accompany the purchase order and will become part of the project documents. The contractor shall review the construction drawings and the purchase order prior to commencing work at a site. The contractor shall verify the estimated quantity of each item and shall notify the Traffic Engineering Director or designee of any apparent discrepancies or errors in the purchase order.

Depending on the nature of the work, construction drawings at some sites may not be provided. In such cases, the Traffic Engineering Director or designee will provide written or oral instructions and will be available at the job site to provide information such as pole, conduit, pull box locations, head alignment, loop locations, or to aid in utility coordination.

4.3 Equipment and Materials

The City will provide steel or aluminum poles with luminary arms, cabinets, pull boxes, and other materials as specified in the purchase order. Items for which the City will provide materials will be described in the bid and purchase order by the word "install" prior to the

description of the item. The City may also specify that the contractor furnish and install these items under a different pay item. Items for which the contractor will provide materials will be described in the bid and purchase order by the word "furnish and install" prior to the description of the item. Intersection controllers provided by the contractor under this contract shall be of the make and model specified by the City.

- **4.3.1** All hardware provided shall be compatible with existing City of Savannah equipment and shall be certified by GDOT for use on their roadways.
- 4.3.2 All materials and equipment furnished for installation under this contract shall be new and unused, unless otherwise specified. The contractor shall furnish and install or install all manufactured items, materials, and equipment in strict accordance with the manufacturer's recommended specifications except that the specifications herein, where more stringent, shall be complied with.
- 4.3.3 Equipment and materials supplied by the City will normally be stored at the City's Traffic Engineering warehouse located at 1100 W. Gwinnett Street or Traffic Engineering's pole yard located on the 1000 block of Louisville Road. The contractor shall provide for transportation of equipment and materials to each job site from the City's Traffic Engineering warehouse or other designated storage area within the limits of the City of Savannah. In addition, cranes, forklifts, or other special equipment necessary for loading and transporting materials and equipment shall be supplied by the contractor.
- **4.3.4** Upon receipt of a purchase order, the contractor shall promptly contact the Traffic Engineering Director or designee to arrange for picking up City furnished materials. In most cases, the exact quantity of materials will be issued. However, in the event material overruns occur, the contractor shall be responsible for the safekeeping and the return of unused materials. The Traffic Engineering Director or designee will verify quantities upon completion of the project and will check final quantities with the materials issued.

4.4 Construction

The contractor shall provide all labor, traffic control, construction equipment, form work, temporary braces, and any other items, machinery, or equipment necessary to perform the required work. In addition, the contractor shall provide all fill materials, gravel, cement, wire, cable, PVC conduit, sealant, and any miscellaneous items such as wire connectors, fasteners, nuts, bolts, washers, etc., which are not supplied by the City as a part of, or included in the materials for, any items specified in the purchase order. The cost of all such materials, supplies, or miscellaneous items that are supplied by the contractor shall be included in the contract unit price for the applicable bid item

- 4.4.1 All poles, conduits, span wire, signal common, and service common shall be bonded with a No. 6 AWG bare copper wire, or equal, to form a continuous system and effectively grounded to three-quarters inch by ten feet (3/4" x 10") ground rods with exothermic welds.
- **4.4.2** Poles shall be set with a sufficient amount of rake so that they are plumb with the load or slightly raked away from the load. Awkward rake and timber poles shall

utilize down guys to maintain appropriate signal height clearance during construction. The contractor shall rake the poles to the satisfaction of the Traffic Engineering Director or designee. Rake is hereby defined as the inclination to the vertical measured at the top of the structure in the opposite direction of the strain axis.

- **4.4.3** The locations of all poles pull boxes, and cabinet base shown on the plans are diagrammatic only. The specific locations of such devices shall be decided by the Traffic Engineering Director or designee and shall be staked out as directed.
- 4.4.4 The contractor shall locate underground utilities in the vicinity of new pole before installation. Minor shifts, up to a maximum of five feet (5') in location of new poles, at the discretion of the engineer, are acceptable to avoid underground utilities. Minimum clearances from edge of the pavement shall be maintained. Final pole location must be approved by the Traffic Engineering Director or designee prior to installation.
- **4.4.5** The work specified in this section will consist of providing all parts, equipment, and labor for construction of pole bases. The size of the base will be specified in the purchase order.
- 4.4.6 The contractor shall replace in like kind, quantity, and size, at no separate expense to the City of Savannah or Traffic Engineering Department, any barrier wall, fence, ditch paving, curbing, sidewalk, pavement, wheelchair ramp, driveway, gutter, slope pavement, sign, guardrail, landscaping, in accordance with Georgia specifications Section 702, grassing, in accordance with Georgia specifications Section 700, utility service line, sprinkler system, storm drain pipe, and any masonry wall that are removed, damaged, or destroyed due to the signal, conduit, or strain pole installation.
- 4.4.7 All highway lighting related equipment and pole removals shall include the return and unloading of equipment in Traffic Engineering's warehouse, Traffic Engineering's pole yard, or other designated storage area within the limits of the City of Savannah. The exception will be damaged or broken timber poles which shall be the responsibility of the contractor to dispose of.
- 4.4.8 The contractor and subcontractors shall comply with all federal, state and local laws, codes and ordinances applicable to the work. The contractor shall obtain all permits required in connection with the execution of the work as required by GDOT, including a City right-of-way permit.
- **4.4.9** All construction will be in accordance with the latest revisions of Manual on Uniform Traffic Control Devices (MUTCD), the signal drawings, National Electrical Code, and GDOT specifications.

4.5 Public Safety and Convenience

All work done under this contract shall be done in compliance with the MUTCD and section 150 GDOT Traffic Control. Each operation shall be considered a work zone area

and shall be treated in accordance with the MUTCD and section 150 GDOT traffic control.

- **4.5.1** Contractor shall provide barricades, fences, lights, etc., for protection of property and the public as required by the MUTCD. The contractor will be held liable for all damage to property and/or persons.
- 4.5.2 Flow of traffic shall not be interrupted completely without the approval of GDOT Area Engineer (or designee) and Traffic Engineer (or designee). Restriction and minor diversion will be kept to a minimum. No work will be permitted in the traffic lanes during daytime hours, 7:00 AM to 9:00 PM, Monday through Friday, unless approved in advance by GDOT Area Engineer (or designee) and Traffic Engineer (or designee).
- **4.5.3** Appropriate personal protective equipment shall be worn by all contract personnel when on the job-site.

4.6 Project Inspection

The City Traffic Engineer will provide a project engineer. All contacts with the City shall be through the project engineer, including correspondence, purchase orders, payment, coordination, and inspection. The project engineer will be responsible for inspection and acceptance of all work performed as a part of this contract. For final project inspection, the contractor shall notify the project engineer only after the project is complete and ready for inspection. The project engineer has the right to suspend the final inspection if numerous discrepancies are encountered, until such time that the contractor can recheck its work and assure that it is ready for a final inspection. Additionally, the contractor shall notify the project engineer at least 24 hours in advance of installing ground rods, underground conduit, or setting poles so that these operations may be observed if he so desires. The project will be responsible for issuing purchase orders, verification of completed work, approval of change orders, and will assist the contractor in utility coordination and resolution of utility conflicts. The project engineer may postpone work at a site, redirect the priorities previously established for the contractor, or assign additional work or items associated with emergency work, as directed by the Traffic Engineer Director or designee.

4.7 Work by Others

The contractor shall cooperate and coordinate his work with City personnel which may be performing additional work at the site, related to the contractors work. The City reserves the rights to have City personnel perform any work at a site or to perform specific items or work in conjunction with contractor's work. In the event additional work at a site is being performed by the City Traffic Engineering personnel, coordination may be accomplished through the City construction foreman at the approval of the project engineer. However, only the project engineer will be authorized to modify the quantities and scope of work to be performed by the contractor.

4.8 Payment

Upon completion and acceptance of all work at a site, the contractor shall submit one invoice for each purchase order issued. Payment of each item shall be determined by the

contract unit price submitted in the bid. Unless approved in advance, partial payments will not be made. Invoices which contain final quantities and/or payment amounts greater than specified in the purchase order will not be processed unless the Traffic Engineer is notified in advance and the appropriate change order or supplemental purchase order is issued.

Original invoices should be mailed to: City of Savannah

> Accounts Payable P.O. Box 1027 Savannah, GA 31402

Duplicate invoices should be mailed to: City of Savannah

> Traffic Engineering P.O. Box 1027 Savannah, GA 31402

4.8.1 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 split the award if deemed to be in its best interest. The City also reserves the right to appoint primary, secondary, and tertiary vendors if deemed advantageous. The secondary and tertiary vendors will be utilized when/if the primary vendor cannot provide the good/services in the allocated time.

This is an annual contract and prices are to be held firm. The first term will begin on 4.8.2 the date of award and will end on December 31, 2017. All renewal options, if exercised, shall begin on January 1 and shall end on December 31 of each subsequent year. This contract may be renewed for three (3) additional one (1) year periods at the same terms and conditions upon mutual agreement of the contracting parties.

4.9 **Insurance Requirements**

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.

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.

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.

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.

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 Specifications

- 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 MWBE Participation
 - Other submittals as stated

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

5.2 Bids must be submitted in **triplicate**.

5.7

Bonding:

- 5.3 Vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. Bidders must acknowledge all addenda issued for this event in order for their responses to be considered.
- 5.4 To submit and be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- 5.5 Minority and Women-Owned Business Enterprise (MWBE) Participation: The City of Savannah has not established an M/WBE goal for this project; however, M/WBE participation is encouraged wherever possible.
- **Period of Non-Communication:** 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.

(Check where applicable) (A) Each bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security. [X] (B) No bond, certified check, or U.S. Money Order is required. (C) Bidder shall post a payment / performance bond, certified check or money order payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet

[] (D)Bidder shall post a performance bond, certified check or money order in the amount of % of the bid price if awarded the purchase. Such bond(s) are due prior

services and timely payment of invoices to any subcontractors.

requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of

to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

Whenever a bond is provided, it shall be executed by a surety authorized to do business in the State of Georgia, approved by the City, and must be executed on the attached forms. At the discretion of the City, other forms of security may be considered in lieu of a performance bond.

EXCEPTION SHEET EVENT # 5280

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	EVENT NUMBER: 5280
3rd Floor, City Hall	Business Location: (Check One)
P. O. Box 1027	Chatham County
Savannah, Georgia 31402	City of Savannah
ATTN: Purchasing Director	Other
ALL BIDDERS MUST BE REGISTERED SU AWARDED EVENTS. PLEASE REGISTER MANUALLY SUBMITTED BIDS MUST BE FORM CONTAINED IN THESE SPECIFIC	SUBMITTED ON THIS BID PROPOSAL
Electronic submissions will not be accepted.	
Name of Bidder:	
Street Address:	
City, State, Zip Code:	
Phone: Fax:	
Email:	
DO VOIL HAVE A RUSINESS TAY CEPTIFIC	ATE ISSUED IN THE STATE OF GEORGIA?
(CHECK ONE) YES:	
(CILOR OILL)	110.
FROM WHAT CITY/COUNTY	
FROM WHAT CITY/COUNTY FED TAX CERTIFICATE #: FED TA	AX ID #:
INDICATE LEGAL FORM OF OWNERSHIP	
ONLY): CHECK ONE:CORPOR	
INDIVID	UALOTHER
	(SPECIFY:)
INDICATE OWNERSHIP STATUS OF BIDDI	ER
(CHECK ONE):	
NON-MINORITY OWNED	ASIAN AMERICAN
AFRICAN AMERICAN	AMERICAN INDIAN
HISPANIC	OTHER MINORITY
WOMAN (non-minority)	(describe)
Do you plan to subcontract any portion of this pr	
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	Unit Price	Total Price
1	Furnish and replace Bussman KTK, 10 fast acting, 600V fuses at high mast tower	10	EA		
2	Furnish and replace 1000 W metal halide (MH) bulb at high mast tower	10	EA		
3	Furnish and replace 1000 W MH bulb at array light on Talmadge bridge. Note: 32 post mounted array fixtures are located at the top of the bridge on the north and south sides of the main columns.	10	EA		
4	Furnish and replace 1000W MH ballast at high mast tower	10	EA		
5	Furnish and replace 1000 W MH ballast at array light on Talmadge bridge	10	EA		
6	Replace array light fixture on Talmadge bridge (fixture provided by City)	5	EA		
7	Furnish and replace 400W High Pressure Sodium (HPS) bulb at high mast tower	10	EA		
8	Furnish and replace fuses at highway light pole	10	EA		
9	Furnish and replace 250W HPS bulb at pole	10	EA		
10	Furnish and replace 250W HPS ballast at pole	10	EA		
11	Furnish and replace 150W HPS bulb at pole	10	EA		
12	Furnish and replace 150W HPS ballast at pole	10	EA		
13	Furnish and repair outage at control panel including photocell replacement and any other problems that might be at the control panel to restore the system operation.	1	EA		
14	Furnish and repair outage at control panel including breaker replacement and any other problems that might be at the control panel to restore the system operation.	1	EA		
15	Furnish and repair outage at control panel including contactor replacement and any other problems that might be at the control panel to restore the system operation.	1	EA		
16	Furnish and repair / replace underground direct buried cable (triplex aluminum 6/6/8)	1	LF		
17	Furnish and repair / replace aluminum 6/6/8 cable in conduits	1	LF		

П			1	I	
18	Furnish and install 1 run of 2" PVC SCH40 Conduit (Underground)	100	LF		
19	Furnish and install 2 runs of 2" PVC SCH40 Conduit (Underground)	100	LF		
20	Furnish and install 1 run of 1" Galvanized Rigid Conduit (above ground)	100	LF		
21	Furnish and install 1 run of 2" galvanized rigid conduit above ground	100	LF		
22	Furnish and install 1 run of 2" galvanized rigid conduit underneath overpass across I-516	100	LF		
23	Furnish and install 1 run of 2" conduit (directional bore)	100	LF		
24	Furnish and install 2 runs of 2" conduit (directional bore)	100	LF		
25	Remove 2 inch unused/damaged rigid conduits underneath overpass across I-516	100	LF		
26	Install highway light pole foundation including all concrete and rebar 24" x 3'-5.5', 3/4" ground rod and #6 bare copper wire with exothermic weld	1	EA		
27	Install highway light pole foundation including all concrete and rebar 24" x 6' - 8', 3/4" ground rod and #6 bare copper wire with exothermic weld	1	EA		
28	Install highway light pole foundation, including all concrete and rebar - 36" x10'-14', 3/4" ground rod and #6 bare copper wire with exothermic weld	1	EA		
29	Install highway light pole foundation, including all concrete and rebar - 36" x14.1'-18' 3/4" ground rod, #6 bare copper wire with exothermic weld	1	EA		
30	Remove hit/broken highway light pole	1	EA		
31	Install Type 2 pull box Including gravel base	1	EA		
32	Install Type 3 pull box Including gravel base	1	EA		
33	Install Type 4 pull box Including gravel base	1	EA		
34	Furnish and repair/replace underground 2 inch PVC conduit	100	LF		
35	Install metal street light pole on existing base	1	EA		

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TOTAL	\$		

Please Print Name	Authorization Signature		Date
	vith the General and Specific Specification s clearly marked in the attached copy.	is and Co	nditions
DATE			
ADDENDUM #			
CONFIRM RECEIPT OF ANY	Y ADDENDA ISSUED FOR THIS BID:		
CAN YOU MEET THE INSUR	RANCE REQUIREMENTS AS SPECIFIED?	YE	S NO
HAVE YOU INCLUDED ATT SECTION 4.1.4? YES	ACHMENT 1 PER SECTION 4.1.4 WITH YOSNO)UR BID, I	PER
	CONSTRAINTS PER SECTION 4.2.3?		
EMERGENCY CONTACT pe	er Section 4.2.1:		
	TOTAL BID	\$	
Net - 30 Days	(no discount offered)		- 0 –
		()
Less <u>%</u> Days Pron	npt Payment Discount (if offered)	_	

NON-DISCRIMINATION STATEMENT

The prime contractor/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

Any M/WBE listed in this completed form must be certified by the City of Savannah and/or other certifying agency such as USDOT, GDOT, SBA 8(a) or GMSDC prior to the due date of this bid. Proof of M/WBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for M/WBE certification or an application for M/WBE certification under review but has <u>not</u> been certified is <u>not</u> qualified as a certified M/WBE and will not be recognized as such during the City's evaluation process.

Event No. 5280

Name of Proposer:

Project Title:

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	City Certified Y or N
					%		
					%		
					%		
					%		
					%		
					%		

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 of a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractors' subcontractors must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. It is the responsibility of the Prime contractor to ensure compliance by all subcontractors.

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation
Printed name (company officer or represe	ntative):	
Signature:		
Title:	Email:	
Telephone:	Fax:	

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



Developing a Strong M/WBE Participation Plan

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

- 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 <u>certified</u> as either <u>minority</u>-owned and controlled or <u>woman</u>-owned and controlled. The City does <u>not</u> accept a company's "self-identification" as minority or woman-owned.
- 2. <u>Proof</u> of M/WBE certification from the certifying agency is <u>required to accompany the bid</u>; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) <u>utilizing certification standards comparable to</u> the City of Savannah.
- 3. The certification must have been approved <u>prior</u> to the due date of this bid. A firm that has submitted an application for certification but has <u>not</u> been certified will not be counted toward the M/WBE goal.
- 4. The M/WBE Office 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 <u>must</u> receive the M/WBE's confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
- 6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described 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. <u>Any tier</u> of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal <u>as long as the tier subcontractors/suppliers are certified M/WBEs</u>. Work that an M/WBE subcontracts to a non-M/WBE firm does <u>not</u> count toward the M/WBE goal.
- 8. M/WBEs must perform a "commercially useful function" which is the provision of <u>real and actual work or products</u>, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
- 9. Per the *Proposed Schedule of M/WBE Participation* "the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah." **This signed commitment is taken seriously by the City**, so do <u>not</u> list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City's contract.
- 10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
- 11. If awarded the contract, the MWBE Office will be reviewing your company's subcontracts, invoices and payment records to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records that will be inspected to prove the portion of work performed, cost of work, and payments to the prime company.
- 12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are include in the scope of work or General Specifications, you are not required to submit MWBE participation but encouraged to do so when the opportunity is available. The City maintains this information for statistical purposes only and it is not reflected in the award decision.



ATTACHMENT 1

This attachment must be submitted with your bid in order to be considered further. Bids submitted without the required references will not be considered further.

In the space provided below, list references in which your company has done similar business. A minimum of one (1) reference is required.

1.	Company Name:	
	Contact:	
	Address:	
	Phone:	
2.	Company Name:	
	Contact:	
	Address:	
	Phone:	
3.	Company Name:	
	Contact:	
	Address:	
	Phone:	