



## SECTION II

### SCOPE OF WORK

#### EVENT #4795

### Joint Request Proposal between the City of Savannah and Chatham County for Replacement of Current Microwave Network Equipment and the Addition of New Paths to the Network

**2.0 Broad Description of Project:** The purpose of this RFP is to totally replace the existing microwave network with new state of the art equipment and to add additional microwave paths to the new network. The microwave network is used exclusively to provide transport for voice and data associated with the Motorola v7.14 Astro 25 Digital Radio Network. **This is a “Turn Key Project”. All requirements of this project, except where noted in this RFP are to be provided by the successful vendor. No part or performance requirement of a statement of work or other requirement of this project may be assigned to the City of Savannah or Chatham County except where specifically noted in the RFP. No optional offerings or optional services will be considered or negotiated except where noted. The proposal must include all costs for equipment and services to fully complete the project and meet the performance standards as specified.** Electronic submissions will not be accepted.

#### 2.1 Scope of Services

- 2.1.1 The current network consists of three (3) paths configured in a loop with redundancy achieved through a counter rotating ring configuration at the data level. The current baseband breakout is all T-1 with no IP. This configuration has served the City of Savannah and Chatham County well. In the 17 years the network has been in service, there has never been a data failure due to the microwave network and there has never been a second of radio network downtime due to the microwave failing; this level of reliability and redundancy must carry over into the new microwave network.
- 2.1.2 The current microwave network consists of Harris Constellation radios with Larus T-1 Switching.
- 2.1.3 The microwave radios are powered by 48VDC power supplies that are connected to standard 120VAC wall outlets. All AC power is provided via an N + 2 redundant no break 120 VAC power source.
- 2.1.4 Microwave system monitoring is accomplished via Harris’ provided software with specific faults reported to designated staff via a digital page.

- 2.1.5 All of the network electronics are on the ground and installed in an equipment shelter. Connection to either six feet (6') or eight feet (8') Andrew dish antennas is provided via pressurized flexible waveguide. Dry air is provided by Andrew compressors.
  - 2.1.6 All required building permits and subsequent inspections shall be the responsibility of the successful vendor.
  - 2.1.7 All data paths must utilize some form of redundancy either at the RF or Baseband level. No single point of failure will be allowed to render any data path in the microwave network to become inoperative. 99.999% of all data must reach the intended destination at all times. Transfer to hot standby or redundant paths must be error free 100% of the time.
  - 2.1.8 All microwave paths will utilize the licensed 6GHz microwave band. Should frequency diversity be recommended for any path, other bands may be utilized for the diversity path.
- 2.2** All current microwave paths are licensed 6GHz paths with 5MHz bandwidth. The City and County seek to utilize the same lower 6GHz microwave band for the new system with the following changes:
- 2.2.1 Change bandwidth to 30MHz and utilize adaptive modulation and RF power to achieve path reliability.
  - 2.2.2 Modulation rates to 256 QAM are generally desired for the entire network.
  - 2.2.3 Path license modification, path analysis, engineering, coordination, and initial new path licensing are the responsibility of the successful bidder and must be included in the total cost of the bid. The successful vendor must either perform these requirements in house, acting as the City/County agent, or subcontract the process out to a third party vendor. The City and County do not have the staff time available to perform these functions or to perform any part of these functions other than reviewing the completed package with the contractor/subcontractor.
  - 2.2.4 It shall be the vendor's sole responsibility to ensure and guarantee the 99.999% reliability of each path at the data rate sufficient to pass the connected traffic error free.
  - 2.2.5 The vendor shall be responsible for all costs of shipping, storage, and other transportation required for all equipment to be installed.
  - 2.2.6 Ownership/title to equipment will pass to the City/County upon completion of installation at the City/County Facilities.
  - 2.2.7 Warranty for equipment will commence upon completion of acceptance testing or beneficial use, whichever occurs first.

- 2.2.8 The vendor may not make any exceptions to the standard warranty a part of the purchase contract due to any noted condition of any facility involved in the project. Conditions noted by the vendor which will affect the terms of the vendor's warranty must be corrected by the vendor and included as part of the total cost of the submitted bid.
  - 2.2.9 All electronic equipment is to be mounted on the ground in an existing environmentally controlled equipment shelter. Space for standard 19 inch mounting racks within the shelter will be provided by the City/County. Racks must be provided and installed by the successful vendor. **Mounting space will be near, but not necessarily adjacent to, the current mounting locations of the microwave equipment.** The City/County will make every effort to provide adjacent mounting space wherever possible.
  - 2.2.10 All electronic equipment, transmission lines, equipment racks, antennas, and other tower and building attachments shall be grounded in accordance with Motorola Standard R-56 and local building codes. All electrical work shall be performed by licensed electricians and completed per standards adopted by the National Electrical Code, current Georgia accepted version.
- 2.3** All antenna feed points and RF transmission line are to be dry air pressurized via a vendor provided dehydrator/compressor. Pressure/humidity faults must be reported to the Network Management System.
- 2.3.1 All antennas and tower attachments must be installed in accordance with ANSI/TIA-222G for material, structural, wind, and ice loading in the geographical zone in which the tower or other attachment structure is located.
  - 2.3.2 All old antennas, antenna mounts and mounting hardware, waveguides, waveguide tower hangers, and associated other attachments are to be removed from the tower or other structure and staged on pallets on the ground at the tower or other location. Wherever possible, all antennas, equipment, and attachments are to be removed in good condition with the intent of being reused at other locations.
  - 2.3.3 All antennas, antenna mounts and hardware, waveguides, waveguide tower hangers, compressed air manifolds, air tubing, and compressors at existing facilities are to be replaced with new equipment.
  - 2.3.4 All equipment for newly created microwave paths shall be new and of the same manufacturer as the equipment it is replacing.
  - 2.3.5 All pressurized lines and waveguides must be tested to manufacturer's specifications.
  - 2.3.6 All antenna mounts will be of the three (3) points of attachment type with stiff arm or other equally ridged configuration to prevent movement of the antenna from set path azimuth and elevation.
- 2.4** Microwave radios must be current state of the art equipment.

- 2.4.1 Proposers must provide a life cycle plan for the microwave radio being proposed and for all ancillary electronic equipment provided as part of the proposal. Please note that life cycle of the proposed equipment is a strong consideration for selection of the successful proposal. **Equipment with a guaranteed support and life cycle of less than fifteen (15) years will not be considered.**
- 2.4.2 All radio modules and circuit boards must be “hot swappable.”
- 2.4.3 The vendor shall provide one (1) complete set of replaceable modules, circuit boards, and, if appropriate, replaceable baseband/bandpass/multiplier filters for each utilized frequency.
- 2.4.4 Only field repairable systems will be considered for selection.
- 2.4.5 The vendor shall provide five (5) complete sets of equipment service manuals for each type of equipment provided. At a minimum, service manuals must include all information required to troubleshoot and repair each system component down to the lowest field replaceable component level.
- 2.4.6 The vendor must provide as an option a separate line item in the proposal for the cost of one (1) year on site service and tech support. Please indicate the response time for arrival on site to correct a failure. An additional line item for one (1) year (24 hours/7 days a week/365 days a year) telephone tech support must also be provided as an optional cost. The costs provided should be guaranteed annually for a period of five (5) years.
- 2.4.7 Radios must be capable of operating from a standard 120VAC 20A wall outlet. Hardwired configurations will be considered provided requirements below are met and power to the radio can be removed at or near the rack for each radio.
- 2.4.8 Power is available at the expected location for each microwave radio, however, any additional power needed at the radio location must be planned for and provided by the successful vendor. **A walk through of the installation facilities is strongly recommended prior to making any proposal.**
- 2.4.9 Connectivity to and from the radio is to be via a standard RJ-45 Cat 5/6, TCP/IP connection operating at a speed from 100Mbps to 1Gbps.
- 2.4.10 Microwave radios and any provided baseband equipment, routers, and switches must be able to seamlessly interface and be identified by the existing Motorola v7.14/16 Astro 25 system Unified Event Management, Unified Configuration Management, and MOSCAD systems using the common SNMP protocol. It is strongly desired to have the microwave network fully integrated into the Motorola network for all facets of microwave network management, configuration, and fault management. **The ability to accomplish this requirement is a strong consideration for selection of the successful proposal.**

2.4.11 Connection to the microwave system management network must be available from any equipment at any location within the network.

## 2.5 Encryption

2.5.1 Microwave data payload must be end to end encrypted utilizing AES-256 encryption and meeting standards:

- a. FIPS 140-2 Level 2 NIST validation (secure network management access.)
- b. FIPS 197 validation (up to 256-bit AES encryption for data payload).
- c. The City and County operate a KMF facility. Encryption keying, rekeying and key management of the microwave data payload via the KMF is strongly desired.
- d. Successful vendor must provide all necessary equipment and software for interface to KMF.
- e. As encryption standards improve and change, microwave equipment must be capable of simple upgrade, preferably via software, to new standards as they become available.

2.6 Where appropriate, the use of a minimum of +39 dbm high power microwave is required in order to reduce antenna size and decrease loading on existing towers.

2.7 Training for a minimum of three (3) technicians is to be provided on the theory of operation, troubleshooting, and maintenance for all equipment supplied. On-site training in Savannah on the operating system once it is installed is preferred.

## 2.8 Data and Path migration

2.8.1 Current data payload is a mix of TDM and TCP/IP data. A data migration plan which minimizes loss of current radio system data must be developed prior to award. Migration of the data cannot be allowed to impact the Public Safety radio network. **There is no need for the new microwave network to provide any support for TDM data.**

2.8.2 Successful migration of the payload data is the sole responsibility of the vendor. The City and County will provide support in the form of data cutover to all TCP/IP as required for each path. The City and County will also arrange to have adequate support from Motorola Solutions on site to assist with the cutover. The City and County will bear the cost of the Motorola Solutions support for the cutover.

2.8.3 Temporary increase in loading of the associated towers, not to exceed five percent (5%) for no more than two (2) days will be allowed in order to facilitate RF cutover. **It is the sole responsibility and liability of the vendor to ensure that weather and other related events are favorable for the RF migration prior to any**

**increase in tower loading. It is the sole responsibility of the vendor to replace or repair any and all damage resulting from the installation of the microwave antenna system.**

- 2.9 The project is a multijurisdictional shared cost purchase. As such, the terms and conditions of payment for all product and services provided by the vendor to each jurisdiction will be determined at the time of contract award.
- 2.10 The new network will consist of the original three (3) sites again configured as a loop protected network with additional protection added to the Sheriff/Kerry Street Path. Added to the network will be two (2) managed hot standby paths from the Kerry Street site, one (1) to Tybee Island and one (1) to the South Side radio site with the possibility of adding a third managed hot standby spur from the 911 center to the Sheriff's site.
- 2.11 Specific requirements for selected paths:

Location/Path	Call Signs	Latitude	Longitude	Antenna Height (M)	Distance (Miles)	Loop/Spur
<b>Kerry St to Pooler to Kerry St.</b>	<b>WPYH494/WPYH493</b>				10.9	<b>Loop</b>
Kerry St.		32-02-29.0N	81-04-24.0W	53.3		
Pooler		32-04-51.0N	81-15-13.0W	62.5		
<b>Kerry St to Sheriff to Kerry St.</b>	<b>WPYH494/WQPE965</b>				5.8	<b>Loop</b>
Kerry St.		32-02-29.0N	81-04-24.0W	68.6		
Sheriff		32-03-43.0N	81-10-11.0W	35.4		
<b>Pooler to Sheriff to Pooler</b>	<b>WPYH493/WQPE965</b>				5.7	<b>Loop</b>
Pooler		32-04-51.0N	81-15-13.0W	82.3		
Sheriff		32-03-43.0N	81-10-11.0W	42.7		
<b>Kerry to South Side to Kerry</b>	<b>New</b>				7.4	<b>Spur</b>
Kerry St.		32-02-29.0N	81-04-24.0W	@ 65.0 NTE 92		
South Side		31-56-31.7N	81-07-18.3W	63.4		
<b>Kerry St to Tybee to Kerry St</b>	<b>New</b>				13.2	<b>Spur</b>
Kerry St		32-02-29.0N	81-04-24.0W	@ 70.0 NTE 92		
Tybee		32-01-24.8N	80-50-58.4W	@ 30.4		
<b>Sheriff to 911 to Sheriff</b>	<b>New</b>				1100 ft.	<b>Spur</b>
Sheriff		32-03-43.0N	81-10-11.0W	@ 40.0		
911 (295 Police Memorial Drive)		32-03-36.0N	81-10-01.9W	@ 12.0		
				NTE (Not to Exceed)		

- 2.11.1 Kerry Street to Sheriff to Kerry Street  
This is the most important path in the entire network. In addition to the loop protection provided in the system design, the radios in this path will both be monitored hot standby radios.
- 2.11.2 Kerry Street to Tybee to Kerry Street  
This path will utilize monitored hot standby radios. This path has low data rate requirements and consequently does not need to be a 30 Mhz path. Continuous data rates in the 10 Mbps range are adequate for this site.
- 2.11.3 Kerry Street to South Side to Kerry Street  
This path will utilize monitored hot standby radios. This path has low data rate requirements and consequently does not need to be a 30 Mhz path. Continuous data

rates in the 10 Mbps range are adequate for this site.

#### 2.11.4 Sheriff to 911 to Sheriff

This path will utilize monitored hot standby radios. This path should be quoted as optional with all costs associated with the path such as tower construction, underground work, etc. included in the cost.

### 2.12 Proposal Format

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

- a) Detailed description of technical capabilities as requested.
- b) Fee Proposals per instructions in Section III signed by responsible party.
- c) Proposed Schedule of Minority and Women owned Business Participation and Non-Discrimination Statement.
- d) Detailed description of required qualifications.

### 2.13 Basis of Award: Proposals will be evaluated according to the following criteria and weight:

- a) Tech support availability and cost (*10 points*)
- b) Motorola System and fault management interface (*15 points*)
- c) Fees (*45 points*)
- d) Product guaranteed lifecycle in excess of 15 years (*15 points*)
- e) MWBE participation goals (*10 points*)
- f) Local vendor participation (Within the City Limits of Savannah and has a City of Savannah Business Tax Certificate) (*5 points*)

Proposals shall be evaluated by a selection committee. The selection committee reserves the right to conduct interviews of any or all proposers as it deems necessary. The City reserves the right to shorten the list of proposers selected for interviews or further evaluation.

The City reserves the right to request a best and final offer (BFO), and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

### 2.14 Copies: One (1) unbound, printed, and signed original, five (5) identical, printed copies and one (1) electronic copy on a flash drive of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

### 2.15 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.

### 2.16 Minority/Woman Business Enterprise Goals: The City of Savannah has established a

**11 % M/WBE goal** for this project. The breakdown is as follows: **11% MBE, 0% Women Participation.**

- 2.17 Qualifications:** Each proposer shall submit a summary of their qualifications and experience. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate.
- 2.18 Schedule:** Each proposer shall submit a proposed time schedule for the project.
- 2.19 Fees:** Proposer shall submit fees based on the detailed listing in Section III of the RFP.
- 2.20** This is an annual contract and prices are to be held firm for a period of one (1) year (12 months). This contract may be renewed for up to four (4) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory.
- 2.21 Insurance Requirements**

2.21.1 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

2.21.2 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

### 2.21.3 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

### 2.21.4 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

### 2.21.5 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

## 2.22 Bonding

### **Bonds required are as follows:**

- (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.
- (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 requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors. See attached forms.
- (D) Bidder shall post a performance bond, certified check or money order 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 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.

**SECTION III**

**FEE PROPOSAL**

I have read and understand the requirements of this request for proposal RFP Event #4795 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

**ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.**

<b>Paths:</b>	<b>Fee:</b>
Kerry Street to Pooler to Kerry Street:	
Kerry Street. to Sheriff to Kerry Street:	
Pooler to Sheriff to Pooler:	
Kerry Street to South Side to Kerry Street (NEW):	
Kerry Street to Tybee to Kerry Street (NEW):	
Sheriff to 911 to Sheriff (NEW):	
Onsite training for technicians:	

**Total Cost \$** \_\_\_\_\_

**SUBMITTED BY:** \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**TELEPHONE:** (\_\_\_\_) \_\_\_\_\_  
Area Code

FAX: ( ) \_\_\_\_\_  
Area Code

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM \_\_\_\_\_#  
DATE \_\_\_\_\_

DO YOU HAVE THE REQUIRED INSURANCE? YES \_\_\_\_\_ NO \_\_\_\_\_

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

INDICATE MINORITY OWNERSHIP STATUS OF BIDDER (FOR STATISTICAL PURPOSES ONLY):  
CHECK ONE:

- |                            |                                     |
|----------------------------|-------------------------------------|
| _____ NON-MINORITY OWNED   | _____ ASIAN AMERICAN                |
| _____ AFRICAN AMERICAN     | _____ AMERICAN INDIAN               |
| _____ HISPANIC             | _____ OTHER MINORITY Describe _____ |
| _____ WOMAN (non-minority) |                                     |

**NON-DISCRIMINATION STATEMENT**

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**PROPOSED SCHEDULE OF M/WBE PARTICIPATION**

All M/WBEs listed **must be certified as a minority-owned or women-owned business** by the City of Savannah or a federally-recognized or state-level certifying agency (such as USDOT, State DOT, SBA 8(a) or GMSDC) that utilizes certification standards comparable to the City of Savannah **prior** to the due date of this bid. **Other business certifications that do not specify majority woman or minority ownership may not be substituted.** **Proof of M/WBE certification from the certifying agency is required to accompany the bid.** A firm that has submitted an application for M/WBE certification but has not been certified is not qualified as a certified M/WBE and will not be recognized as such during the City's evaluation process. To expedite verification, please provide accurate phone numbers for all M/WBEs listed and ensure firms understand contact will be made following bid submittal.

Name of Proposer: \_\_\_\_\_ Event No. 4795  
 Project Title: \_\_\_\_\_

**NOTE: Unless certified through the City of Savannah M/WBE Program, proof of M/WBE certification must be attached for all firms listed.**

Name of M/WBE Participant	Name of Majority Owner	Telephone	Address (City, State)	Type of Work Sub-Contracted	Estimated Sub-contract Value	MBE or WBE	Certified ? (Y or N)	Certifying Agency? (City of Sav. or Other)
					%			
					%			
					%			
					%			
					%			
					%			

MBE Participation Value: \_\_\_\_\_ % WBE Participation Value: \_\_\_\_\_ % M/WBE Participation Value: \_\_\_\_\_ %

**The undersigned will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah.** The Prime's subcontractor that subcontracts work must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. The Prime may count toward the goal any tier of M/WBE subcontractors and/or suppliers that will be utilized in the contract work. However, when an M/WBE subcontracts part of the work, the value of the subcontracted work may **only** be counted toward the goal **if the tier subcontractor is an M/WBE.** Any work an M/WBE firm subcontracts to a non-M/WBE firm **will not count toward the M/WBE goal.** It is the responsibility of the Prime contractor to advise all M/WBEs of this requirement and to ensure compliance by subcontractors.

**Joint Venture Disclosure**

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

## Developing a Strong M/WBE Participation Plan

### *Key facts every bidder/proposer needs to know prior to developing their M/WBE Participation Plan:*

1. All bidders/proposers must submit a "Proposed Schedule of M/WBE Participation" which identifies the minority and/or woman-owned companies that have agreed to participate in the project if awarded. All companies listed on the form must be certified as either minority-owned and controlled or woman-owned and controlled. The City does not accept a company's "self-identification" as minority or woman-owned.
2. **Proof** of M/WBE certification from the certifying agency is required to accompany the bid; and certification must have been completed by the City of Savannah, a federally-recognized or a state-level certifying agency (USDOT, State DOT, SBA 8(a) or GMSDC) utilizing certification standards comparable to the City of Savannah.
3. The certification must have been approved prior to the due date of this bid. A firm that has submitted an application for certification but has not been certified will not be counted toward the M/WBE goal.
4. The M/WBE Office **will be contacting all M/WBE firms** included in the bidder's M/WBE Plan to confirm each: a) was contacted by the bidder/proposer; b) performs the type of work listed; and c) agreed to participate.
5. To expedite the verification process, bidders/proposers need to: provide accurate phone numbers for all M/WBEs listed; ensure M/WBEs know to expect to be contacted by phone and email; request M/WBEs be accessible during the critical period before bid-opening; and advise M/WBEs that City staff **must** receive the M/WBE's confirmation that the firm agreed to participate in the bid/proposal in order for the prime contractor to receive credit toward their proposed M/WBE participation goals.
6. If a proposed M/WBE cannot be confirmed as certified, performing the type of work described or agreeing to participate, the bidder/proposer will be notified and given a pre-determined period to submit a correction. If an M/WBE still cannot be confirmed or replaced, the proposed percentage of participation associated with the unverified M/WBE firm will **not be counted** and **will be deducted** from the overall proposed M/WBE goal.
7. Any tier of M/WBE subcontractors or suppliers that will be utilized in the contract work may count toward the MBE and WBE goal **as long as the tier subcontractors/suppliers are certified M/WBEs**. Work that an M/WBE subcontracts to a non-M/WBE firm does **not** count toward the M/WBE goal.
8. M/WBEs must perform a "**commercially useful function**" which is the provision of real and actual work or products, or performing a distinct element of work for which the business has the skills, qualifications and expertise, and the responsibility for the actual management and supervision of the work contracted.
9. Per the *Proposed Schedule of M/WBE Participation* "the undersigned (bidder/proposer) will enter into a formal agreement with the M/WBE Subcontractors/Proposers identified herein for work listed in this schedule, conditioned upon executing a contract with the Mayor and Aldermen of the City of Savannah." **This signed commitment is taken seriously by the City**, so do not list M/WBEs you do not plan to utilize. Any proposed changes must be pre-approved by the M/WBE Office, be based on legitimate business-related reasons, and still meet the M/WBE participation goals per the City's contract.
10. A bidder who is a certified M/WBE may count toward the goal the portion of work or services on a City contract that is actually performed by the M/WBE, including: the cost of supplies/materials purchased or equipment leased for contract work, fees for bona fide services such as professional or technical services, or for providing bonds or insurance specifically required for the performance of a City contract.
11. If awarded the contract, the MWBE Office **will be reviewing your company's subcontracts, invoices and payment records** to substantiate the completion of work and payment of M/WBEs. If the prime contractor is an M/WBE that is being included in its M/WBE goal, the prime contractor must maintain records **that will be inspected** to prove the portion of work performed, cost of work, and payments to the prime company.
12. Most bids for goods and materials do not have specific MWBE goals established for the contract. If no goals are include in the scope of work or General Specifications, you are not required to submit MWBE participation but ~~encouraged~~ 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.

**Section 01205**

**CONTRACT BOND  
PERFORMANCE**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_,  
(hereinafter called Principal), and \_\_\_\_\_, a surety  
company duly qualified and authorized under the laws of the State of Georgia to act as  
Surety on bonds (hereinafter called the Surety) are held and firmly bound unto THE  
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation created  
and existing under the laws of the State of Georgia (hereinafter called the Owner) in the  
penal sum of \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) lawful money of the United States of America, to be paid to THE  
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation as  
aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our  
respective executors, administrators, successors and assigns, jointly and severally, firmly  
by these presents.

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said  
PRINCIPAL \_\_\_\_\_ has entered into that  
certain contract with THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH for the  
\_\_\_\_\_, a copy of said  
contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY,  
\_\_\_\_\_, shall in all respects faithfully and fully  
perform the terms and conditions of the said contract on their part and shall pay to THE  
MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, all costs, expenses, damages,  
and injuries sustained by said Owner by reason of any failure on the part of the said  
Principal to fully perform said contract and shall indemnify and save harmless the Owner  
from any and all liability of any nature, kind and character which may be incurred in the  
performance or fulfillment of such contract or other such liability resulting from negligence  
or otherwise on the part of such kind, character and description which may be incurred by  
the Owner in making good any and every default which may exist on the part of the  
Principal in connection with the performance of said contract, and further shall promptly  
make payments to all persons supplying the said Principal or any subcontractor labor,  
materials and supplies used directly or indirectly by said Principal or any subcontractors in  
the prosecution of the work provided for in said contract; then this obligation shall become  
null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any  
person supplying the said Principal or any subcontractor with labor, material and supplies  
used directly or indirectly as aforesaid in the prosecution of the work provided for in said  
contract, shall give such person a direct right of action against the Principal and Surety  
under this obligation; provided, however, that no suit, action or proceeding by reason of  
any default whatever shall be brought on this bond after one year from the date on which



final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said \_\_\_\_\_,  
as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said \_\_\_\_\_,  
as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
PRINCIPAL (SEAL)

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
As to the Principal

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_(SEAL)  
Its Attorney in Fact

\_\_\_\_\_  
As to the Surety

BY: \_\_\_\_\_  
Attorney in Fact/Georgia Resident Agent

(If a corporation, a raised corporate seal must be affixed.)

**Section 01210**

**CONTRACT BOND  
PAYMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, (hereinafter called Principal), and \_\_\_\_\_, a surety company duly qualified and authorized under the laws of the State of Georgia to act as Surety on bonds (hereinafter called the Surety) are held and firmly bound unto **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation created and existing under the laws of the State of Georgia (hereinafter called the Owner) in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States of America, to be paid to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation as aforesaid, for the payment whereof well and truly to be made we do bind ourselves, our respective executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D.

NOW THEREFORE, the condition of this obligation is such that whereas the said PRINCIPAL \_\_\_\_\_ has entered into that certain contract with **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH** for the \_\_\_\_\_ a copy of said contract being attached hereto and made a part hereof the same as if set forth fully herein.

NOW THEREFORE, if the above bonded Principal and the said SURETY, \_\_\_\_\_, shall in all respects faithfully and fully perform the terms and conditions of the said contract on their part and shall pay to **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, all costs, expenses, damages, and injuries sustained by said Owner by reason of any failure on the part of the said Principal to fully perform said contract and shall indemnify and save harmless the Owner from any and all liability of any nature, kind and character which may be incurred in the performance or fulfillment of such contract or other such liability resulting from negligence or otherwise on the part of such kind, character and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said contract, and further shall promptly make payments to all persons supplying the said Principal or any subcontractor labor, materials and supplies used directly or indirectly by said Principal or any subcontractors in the prosecution of the work provided for in said contract; then this obligation shall become null and void; else to remain in full force and effect.

Any failure or default on the part of the Principal in the payment of any lawful claim or any person supplying the said Principal or any subcontractor with labor, material and supplies used directly or indirectly as aforesaid in the prosecution of the work provided for in said contract, shall give such person a direct right of action against the Principal and Surety

under this obligation; provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this bond after one year from the date on which final payment under the contract falls due.

It is further covenanted and agreed that any alterations or additions made under said contract or in the work to be performed thereunder or the granting of any extension of time for the performance of the contract or any other forbearance by or on the part of either the Owner or the Principal shall not in any way release the Principal and Surety, or either of them, their executors, administrators, successors, or assigns, from any liability hereunder. Notice to the Surety of such alterations, extensions, or forbearance is hereby expressly waived. This obligation shall remain in full force and effect until the full performance of all covenants, terms and conditions herein stipulated.

IN WITNESS WHEREOF, the said \_\_\_\_\_,  
as Principal, has caused these presents to be executed by its proper offices and its corporate seal hereunto affixed, and the said \_\_\_\_\_,  
as Surety, has caused these presents to be signed in its name by its attorney in fact, under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

\_\_\_\_\_(SEAL)  
PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
As to the Principal ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_(SEAL)  
Its Attorney in Fact

\_\_\_\_\_  
As to the Surety

BY: \_\_\_\_\_  
Attorney in Fact/Georgia Resident Agent

(If a corporation, a raised corporate seal must be affixed.)