



PALM TREE REPLACEMENT PLANTING

EVENT NO. 5444

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for Sabal Palmetto tree replacements along portions of Victory Drive and East 54th Street to be overseen by the City of Savannah Park and Tree Department.

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

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, City Hall, third floor, 2 East Bay Street, Savannah, Georgia 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

- 4.1 **Description of Work**
The successful bidder will provide Sabal Palmetto tree planting, mulching, and bracing along the Victory Drive median and East 54th Street in accordance with the requirements of this bid document, details, and accompanying attachments.
- 4.2 The successful bidder shall provide the following services:
- A. Furnish and install all Sabal Palmetto tree planting as shown on the attached drawings (Attachment A) and in accordance with the requirements of this bid document.
 - B. Complete installation within 30 days from date of award.
 - C. Remove and discard any existing plant material not required for this landscape project.
- 4.3 The successful bidder shall use the following applicable standards:
- A. The latest edition of American National Standards for Tree Care Operations, ANSI A300.
 - B. American Standard for Nursery Stock, ANSI Z60.1.
 - C. Hortus Third, The Staff of the L.H. Bailey Hortorium.1976.
 - D. City of Savannah Landscape Details and Specifications as found in the Landscape and Tree Ordinance Compliance Manual available on line at www.savannahga.gov, at the Park and Tree Department Site.
- 4.4 **Qualifications**
Sabal Palmetto planting and related work shall be performed by a firm with a minimum of three (3) years of experience specializing in this type of work. Bidders must provide three (3) references from projects including the planting of at least twelve (12) Sabal Palmetto trees per project. Attachment 1 must be included with a bid to be further considered.

4.5 Submittals

The contractor shall submit to the landscape architect samples of all mulch, topsoil, soil mixes, and organic materials to be used on this project. Samples shall weigh two (2) pounds and be packaged in plastic bags. Samples shall be typical of the lot of material to be delivered to the site and provide an accurate indication of color, texture, and organic makeup of the material.

4.6 Utility Verification and Work Zone Issues

- A. The contractor shall contact the local utility companies for verification of the location of all underground utility lines in the area of the work. The contractor shall be responsible for all damage resulting from neglect or failure to comply with this requirement.
- B. An on-site walk-through is recommended to ensure that the successful bidder has knowledge of scope of project, work zone, layout, vehicular traffic patterns, logistical installation requirements, and scope of pre-planting site preparation.
- C. Work zone areas shall be in accordance with Georgia Department of Transportation and the City of Savannah's Traffic Engineering Department utilizing proper barricades, signage, and flagging to ensure work zone is secure at all times.

4.7 Material Description

4.7.1 Sabal Palmetto Trees

- A. Trees shall be true to species and variety specified and nursery-grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the project for at least two (2) years. They shall have a required clear trunk height from grade to base of leaf bud as noted in the table provided in the bid proposal form. They shall have been freshly dug (during the most recent favorable harvest season) and shall have been and continue to be protected from drying and damage from harvesting through storage, shipping, delivery, and planting through the warranty period. Root balls shall be checked regularly and watered sufficiently to maintain root viability.
- B. All tree names and descriptions shall be as defined in Hortus Third.
- C. All trees shall be grown and harvested in accordance with the American Standard for Nursery Stock. Bidders shall include a list of all potential nurseries that may supply the Sabal Palmettos with their bid.
- D. Unless approved by the City's landscape architect, trees shall have been grown at latitude of no more than 200 miles north or south of the latitude of the project unless the provenance of the tree can be documented to be compatible with the latitude and cold hardiness zone of the planting location.
- E. Unless specifically noted, all trees shall be of specimen quality, exceptionally heavy, symmetrical, and so trained or favored in development and appearance as to be unquestionably and outstandingly superior in form, compactness, and symmetry. They shall be sound, healthy, vigorous, well branched, and densely foliated when in leaf; free of disease and insects, eggs, or larvae; and shall have healthy, well-developed root systems. They shall be free from physical damage or other conditions that would prevent vigorous growth.

- F. Trees with a damaged or crooked stem, hourglass shape, trunk abrasions, disease, and/or insect damage will be rejected. For palms, the top tier of fronds shall be retained and tied together for transport.
- G. Substitutions of plant materials will not be permitted unless authorized in writing by the City's landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.
- H. All trees shall be labeled by tree name. Labels shall be attached securely to all plants, bundles, and containers of tree materials when delivered. Tree labels shall be durable and legible, with information given in weather-resistant ink or embossed process lettering.

4.7.2 Mulch

Mulch shall consist of organic mulch, preferably shredded hardwood bark, or equal, and shall occur immediately following planting of trees. The contractor shall submit samples for approval.

4.8 Transportation and Storage of Tree Material

- A. Fronds shall be tied with rope or twine only, and in such a manner that no damage will occur to fronds, bud, or stem of the palm.
- B. During transportation of plant material, the contractor shall exercise care to prevent injury and drying out of the trees. Should the roots be dried out, large branches broken, balls of earth broken or loosened, or areas of bark torn, the City's landscape architect may reject the injured tree(s) and order them replaced at no additional cost to the City. All loads of plants shall be covered at all times with tarpaulin or canvas. Loads that are not protected will be rejected.
- C. Palms must be protected at all times from sun or drying winds. Those that cannot be planted immediately upon delivery shall be kept in the shade, well protected with soil, wet mulch, or other acceptable material, and kept well-watered. Trees shall not remain unplanted any longer than three (3) days after delivery.

4.9 Installation

- A. Installation of plant material shall be in accordance with the current industry standards of the International Society of Arboriculture, the American Association of Nurserymen, the Palm Tree Planting Detail (see Attachment A), and follow the prepared landscape plan (Attachment B) which contains a planting schematic and notes.
- B. The contractor must comply with state and local soil erosion and sedimentation control wetland ordinances and other local, state, and federal laws. All projects are subject to daily inspections by project manager and applicable City and state agencies. Non-compliance to any regulations set herein, will result in interruption of installation until compliance is satisfied.
- C. Subgrade soils shall be separated from the topsoil, removed from the area, and not used as backfill in any planted or lawn area. Excavations shall not be left uncovered or unprotected overnight.

- 4.10 **Detrimental Soil Conditions**
The City's landscape architect is to be notified, in writing, of any detrimental soil conditions encountered. Detrimental soil conditions include, but are not limited to, poor drainage, which the contractor considers detrimental to the growth of plant material. When detrimental conditions are uncovered, planting shall be discontinued until instructions to resolve the conditions are received from the City's landscape architect.
- 4.11 **Obstructions**
If rock, underground construction work, utilities, tree roots, or other obstructions are encountered in the excavation of planting areas, alternate locations for any planting shall be determined by the City's landscape architect.
- 4.12 **Mechanized Tree Spade Requirements**
Trees may be moved and planted with an approved mechanical tree spade. The tree spade shall move trees limited to the maximum size allowed for a similar balled and burlapped root-ball diameter according to the American Standard for Nursery Stock or the manufacturer's maximum size recommendation for the tree spade being used, whichever is smaller. The machine shall be approved by the City's landscape architect prior to use. Trees shall be planted at the designated locations in the manner shown in the plans and in accordance with applicable sections of the specifications.
- 4.13 **Staking and Guying**
Staking and guying shall be in accordance with the current industry standards of the International Society of Arboriculture, the American Association of Nurserymen, and the Palm Tree Planting Detail. In some areas of Victory Drive, only two (2) stakes per tree may be possible due to proximity of palm to the edge of the median. Stakes and guys shall be installed immediately upon planting, and shall be removed at the end of the maintenance period.
- 4.14 **Mulching**
All plantings will be mulched with mulch previously approved by the City's landscape architect and in accordance with the current industry standards of the International Society of Arboriculture, the American Association of Nurserymen and the Palm Tree Planting Detail. Mulched areas must be weed free prior to installation of mulch and until final acceptance.
- 4.15 **Maintenance of Trees, Shrubs, and Vines Prior to Acceptance**
- 4.15.1 Following the completion of installation, the contractor shall protect and maintain areas until acceptance of the project. Areas showing deficiencies, as determined by the City's landscape architect, shall be replanted, resodded, watered, and/or mulched as required.
- 4.15.2 Temporary maintenance shall begin immediately after each plant is planted and continue until its acceptance has been confirmed by the City's landscape architect.
- 4.15.3 Temporary maintenance shall consist of watering, weeding, mulching, tightening and repairing guys and stakes, resetting plants to proper grades or upright position, restoring of the planting saucer, and furnishing and applying such sprays or other materials as necessary to keep plantings free of insects and diseases and in vigorous condition.
- 4.15.4 Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a plant becomes damaged or injured, it shall be treated or replaced as directed by the City's landscape architect at no additional cost to the City.

4.16 Acceptance of Project and Guarantees

- 4.16.1 The City's landscape architect and the project manager shall inspect all work for acceptance upon written request of the contractor. The request shall be received at least ten (10) calendar days before the anticipated date of inspection.
- 4.16.2 Acceptance of plant material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
- 4.16.3 Upon completion and re-inspection of all repairs or renewals necessary in the judgment of the City's landscape architect, the City's landscape architect shall certify in writing that the work has been accepted before payment is authorized.

4.17 Acceptance in Phases

Work may be accepted in phases when the City's landscape architect and contractor deem that practice to be in their mutual interest. Approval must be given in writing by the City's landscape architect to the contractor verifying that the work is to be completed and then payment can be rendered. Acceptance of work in phases shall not waive any other provision of this contract.

4.18 Guarantee Period and Replacements

- 4.18.1 The guarantee period shall begin at the date of acceptance.
- 4.18.2 The contractor shall guarantee all plant material to be in healthy and flourishing condition for a period of twelve (12) months from the date of acceptance. The contractor shall be responsible for providing and adhering to a watering schedule that is submitted and approved by the City's landscape architect. This schedule shall take into consideration the weather conditions so as to provide adequate water within the root ball (i.e. five gallons per inch caliper to be applied at each watering). This is especially important during the absence of rain where it may be necessary to water twice a week. Watering shall be submitted as a separate bid item.
- 4.18.3 When work is accepted in phases, the guarantee periods extend from each of the partial acceptances to the terminal date of the guarantee of the last acceptance. Thus, all guarantee periods terminate at one (1) time.
- 4.18.4 The contractor shall replace, without cost, within ten (10) working days after notification by project manager, all plants determined by the City's landscape architect to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, plants shall be free of dead or dying branches and branch tips and shall bear foliage of normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in these specifications.
- 4.18.5 The guarantee of all replacement plants shall extend for an additional period of twelve (12) months from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee period, the City's landscape architect may elect subsequent replacement or credit for that item.
- 4.18.6 The contractor shall make periodic inspections, at no extra cost, during the guarantee period to determine what changes, if any, should be made in the maintenance program. If changes

are recommended, they shall be submitted in writing to the City's landscape architect. Claims by the contractor that the owner's maintenance practices or lack of maintenance resulted in dead or dying plants will not be considered if such claims have not been documented by the contractor during the guarantee period.

4.19 Final Inspection and Final Acceptance

At the end of the guarantee period and upon written request of the contractor, the City's landscape architect will inspect all guaranteed work for final acceptance. The request shall be received at least ten (10) calendar days before the anticipated date for final inspection.

4.19.1 Plant material that is dead or not showing satisfactory growth, as determined by the City's landscape architect, shall be promptly removed and replaced by the contractor within ten (10) working days.

4.19.2 The replacement shall be of the same variety, size, and character as specified for the original planting. Replacements shall closely match adjacent specimens of the same species and shall be subject to all requirements stated in these specifications.

4.19.3 Final inspection of the project will be conducted by a Park and Tree representative to ensure all plant material is as specified and proper planting practices were used by the contractor before payment is authorized.

4.19.4 Upon completion the City's landscape architect shall certify, in writing, that the project has received final acceptance.

4.20 Workmanship

The contractor shall perform work in accordance with the requirements of the drawings and specifications, and in a manner which will preserve the line and levels as outlined within these specifications. The contractor shall complete work in the best manner, so that the work as a whole is of uniform quality and appearance.

4.21 Insurance Requirements

4.21.1 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.

4.21.2 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.

4.21.3 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.

4.21.4 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.

4.21.5 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.

5.0 General Conditions

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

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

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

5.2 Original invoices should be sent to:

City of Savannah
Accounts Payable
P.O. Box 1027
Savannah, Georgia 31402

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

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

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

EXCEPTION SHEET

Event #5444

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
3rd Floor, City Hall
P. O. Box 1027
Savannah, Georgia 31402
ATTN: Purchasing Director

EVENT NUMBER: 5444

Business Location: (Check One)

Chatham County
 City of Savannah
 Other

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

MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER TO BE CONSIDERED.

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

**DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?
(CHECK ONE) YES: _____ NO: _____**

**FROM WHAT CITY/COUNTY _____
TAX CERTIFICATE #: _____ FED TAX ID #: _____**

**INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):
CHECK ONE: _____ CORPORATION _____ PARTNERSHIP
_____ INDIVIDUAL _____ OTHER (SPECIFY: _____)**

**INDICATE OWNERSHIP STATUS OF BIDDER
(CHECK ONE):**
_____ NON-MINORITY OWNED _____ ASIAN AMERICAN
_____ AFRICAN AMERICAN _____ AMERICAN INDIAN
_____ HISPANIC _____ OTHER MINORITY (describe) _____
_____ WOMAN (non-minority)

Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please complete the attached schedule of 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.

ADDENDA ACKNOWLEDGEMENT

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

Signature

Date

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

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	Procurement and Installation of Sabal Palmetto along Victory Drive, 12 to 14 feet tall (Including Warranties and Maintenance)	13 Each		
2	Procurement and Installation of Sabal Palmetto along Victory Drive, 16 to 20 feet tall (Including Warranties and Maintenance)	41 Each		
3	Procurement and Installation of Sabal Palmetto on East 54 th Street, 16 to 20 feet tall (Including Warranties and Maintenance)	4 Each		
4	Procurement and Installation of Sabal Palmetto, 12 to 14 feet tall (Including Warranties and Maintenance)	1 Each		
5	Procurement and Installation of Sabal Palmetto, 16 to 20 feet tall (Including Warranties and Maintenance)	1 Each		
6	Monthly Watering of All Trees	12 Each		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

___ Less ___ % ___ Days Prompt Payment Discount (if offered) (_____)

___ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$

=====

DO YOU HAVE THE REQUIRED INSURANCE? _____

HAVE YOU INCLUDED A LIST OF ALL POTENTIAL NURSERIES THAT MAY SUPPLY THE SABAL PALMETTOS PER SECTION 4.7.1 (C)? _____

HAVE YOU INCLUDED ATTACHMENT 1? _____

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name

Authorization Signature

Date

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

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

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

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

Name of Proposer: _____ Event No. _____

Project Title: _____

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

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

MBE Participation Value: _____ % WBE Participation Value: _____ % M/WBE Participation Value: _____ %

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

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____ Date: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

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

Developing a Strong M/WBE Participation Plan

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

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

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

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

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

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

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

* * * * *

Instructions for Completing Contractor Affidavit and Agreement Form

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

Affidavit Verifying Status for City of Savannah Benefit Application

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

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

OR

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

OR

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

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

Signature of Applicant: _____ Date _____

Printed Name: _____

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

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

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.

Attachment 1

References

Sabal Palmetto planting and related work shall be performed by a firm with a minimum of three (3) years of experience specializing in this type of work. Bidders must provide three (3) references from projects including the planting of at least twelve (12) Sabal Palmetto trees per project. **Attachment 1 must be submitted with a bid to be further considered.**

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

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

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

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

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