

EVENT NO. 6959
GROUND MAINTENANCE FOR PUBLIC PARKS/GREENSPACES

Bidder's Checklist – Envelope 1 Requirements

This checklist shall be attached to the outside of Envelope 1 of a bid. Failure to complete, sign, and attach this checklist may result in a bid being deemed nonresponsive.

Nonresponsive bids will be returned to the vendor unopened.

Electronically submitted bids, if allowed, do not require this checklist. Please see event summary online to determine if electronic responses will be accepted.

Firm name: _____

Contact person: _____

Address: _____

Phone number: _____

Email address: _____

Envelope 1 must contain the following documents:

Initials	Document
	Section 1310 – Disadvantaged Business Employment Provisions
	Non-Discrimination Statement
	Proposed Schedule of DBE Participation
	Good Faith Effort Form and Log (if applicable)

By signing below, bidder is attesting that all items listed in the checklist above have been included in Envelope 1.

Signature: _____ Date: _____

EVENT NO. 6959
GROUND MAINTENANCE FOR PUBLIC PARKS/GREENSPACES

Bidder's Checklist – Envelope 2 Requirements

This checklist shall be attached to the outside of Envelope 2 of a bid. Failure to complete, sign, and attach this checklist may result in a bid being deemed nonresponsive. Nonresponsive bids will be returned to the vendor unopened.

Firm name: _____
Contact person: _____
Address: _____
Phone number: _____
Email address: _____

Envelope 2 must contain the following documents:

Initials	Document
	Bid Proposal Form, Including Acknowledgement of Any Addenda
	One original bid and One copy of bid
	Exception Sheet
	Contractor Affidavit and Agreement (Employee Eligibility Verification)
	Affidavit Verifying Status for City of Savannah Benefit Application
	Hire Savannah Agreement
	Attachment A
	Certifications/Licenses
	Insurance
	Any Other Requirements as Stated in the Specs

By signing below, bidder is attesting that all items listed in the checklist above have been included in Envelope 2.

Signature: _____ Date: _____

GROUNDS MAINTENANCE FOR PUBLIC PARKS AND GREENSPACES

EVENT NO. 6959

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for grounds maintenance services at various Public Parks throughout the city of Savannah. The City desires to contract these services and the scope of work includes furnishing all labor, equipment, fuel and other necessary items to perform these services. **All bids must be submitted manually. No electronic responses will be accepted.**

Sealed proposals for this event will be received by the City of Savannah in the office of the Purchasing Director, 301 West Oglethorpe Avenue, 2nd floor, Savannah, Georgia 31401 until 1:30PM (EST) on Tuesday, April 16, 2019. The Disadvantaged Business Provisions will be evaluated and those bids found to be in compliance with the Disadvantaged Business Provisions shall be opened and read aloud at 1:30PM EST on Tuesday, April 23, 2019. Electronic responses will not be accepted for this event.

Bids shall be submitted in two separate, sealed envelopes. One envelope shall contain the Disadvantaged Business Provisions and shall be clearly marked with the project name, bid number, and Section 01310 Disadvantaged Business Provisions. The other sealed envelope shall contain all other bid requirements and shall be clearly marked with the project name and bid number. The envelope containing the Disadvantaged Business Provisions shall be attached to the outside of the bid envelope and delivered to: Purchasing Division 301 West Oglethorpe Avenue, 2nd floor, Savannah, Georgia 31401.

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, Savannah Civic Center, 301 West Oglethorpe Avenue, 2nd Floor (Traub Room), Savannah, Georgia 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

- 4.1 **General Requirements:** Unless otherwise specified, all grounds maintenance services shall be provided in accordance with the City of Savannah Grounds Maintenance Standards, listed below, and all work shall be performed in a professional manner using equipment and techniques meeting accepted industry standards. Typical areas to be maintained include: turf grass, landscape beds, sidewalks, parking lots, paved areas, woods or brush lines, and drainage ditches bordering the site.
- 4.2 **Property Locations:** The bidder shall be responsible for taking their own measurements. It is strongly suggested that contractors visit each location prior to submitting their bid. The City has the right to add or remove properties from this contract as necessary.
- 4.2.1 Alpine Park – Alpine Drive, West of White Bluff Road
 - 4.2.2 Bacon Park Tennis Complex – 6400 Skidaway Road
 - 4.2.3 Barjan Park – 5600 Emory Drive
 - 4.2.4 Coffee Bluff Marina – 14915 Coffee Bluff Road
 - 4.2.5 Crossroad Villa Park – 401 West Montgomery Cross Road
 - 4.2.6 Fairgrounds – 4801 Meding Street
 - 4.2.7 Feiler Park – Meding Street at Alamo Street
 - 4.2.8 Fernwood/Parkwood Walking Trail – 2238 North Fernwood Drive

- 4.2.9 Guy Minick Baseball Complex – 7200 Sallie Mood Drive
- 4.2.10 Joseph J. Tribble Park – 12519 Largo Drive
- 4.2.11 Kensington Neighborhood Park – 101 Althea Parkway
- 4.2.12 Magnolia Neighborhood Park – Morgan Street, South of Bacon Park Drive
- 4.2.13 Mayfair Park – 1462 Dale Drive
- 4.2.14 Mohawk Lake & Peach Hollow – 1132 Mohawk Street
- 4.2.15 River's End Park – 8714 Hurst Avenue
- 4.2.16 Scarborough Sports Complex – Skidaway Road at Bacon Park Drive
- 4.2.17 Vernon River Tract – 13710 Coffee Bluff Road
- 4.2.18 Veterans Memorial Park – Abercorn Street at Truman Parkway
- 4.2.19 Windsor Park – Woodley Road, North of Windsor Road

- 4.3 **Qualifications:** Bidders must submit proof of performance of professional grounds maintenance services as their primary livelihood for the past three years, and, unless otherwise specified, must have performed satisfactorily on at least three commercial or government projects of similar size and scope, and at least one project for more than 12 months. Bidders must provide three references indicating past performance on Attachment A. Attachment A must be submitted with a bid to be further considered.

Any provider of pesticide, herbicide, or growth regulator applications must possess a current Georgia Commercial Pesticide Applicators License with the appropriate endorsement(s) and provide a copy of any applicable licenses with a bid to be further considered. The authorizing department reserves the right of determining the adequacy of the vendor's qualifications.

- 4.4 **Quality Control and Supervision:** The successful bidder must provide adequate training, supervision, and quality control over the services provided. The successful bidder, or its designated agent, must ensure that all services have been provided according to these specifications and must notify the authorizing department upon completion of any maintenance cycles or special services. Invoices shall not be submitted for payment until all services have been provided according to these specifications. Performance will be considered unsatisfactory when, upon inspection, it can be demonstrated that certain areas or aspects of the project have not been maintained in accordance with these specifications.
- 4.5 **Conflict of Interest:** The service provider, vendor's employees, and/or vendor's representatives, shall not engage in activities which may be in conflict with the interests of the City of Savannah. They must not perform any activities on public property other than the services described herein, unless authorized by the City of Savannah. They must not accept any form of compensation from any person, except the authorized payment from the City of Savannah for the services provided, for any services provided for the project(s) described herein, unless authorized by the City of Savannah. The contractor shall not hire City of Savannah employees to perform any work under this contract.
- 4.6 **Reporting and Responding:** The vendor or its designated agent must report any damage, complaints received, vandalism, or suspicious activities immediately to the authorizing department. The vendor or its designated agent is expected to respond to all notices and complaints from the authorizing department. The vendor shall repair or replace, at its own expense, any and all damage caused by grounds maintenance employees and any equipment or operations including, but not limited to: drainage structures, broken irrigation fixtures, trees, shrubs, fences, public and private utilities and other public and private property. Excessive tire rutting that causes drainage problems, brings complaints from citizens or that constitutes a hazard to the public shall be immediately repaired by the contractor at his own expense. The vendor or its designated agent must notify the authorizing department immediately if it experiences any difficulty in performing grounds maintenance as specified for any reason. Reports of completed work shall be furnished to the authorizing department and shall accompany all invoices submitted for payment.
- 4.7 **Communications:** The contractor shall provide contact information whereby its appointed representative may be reached 24 hours per day, seven days per week, if and when problems develop. The contractor shall communicate with and properly direct all his employees to ensure that all maintenance work is in compliance with these specifications. The contractor shall be in regular communication with the City's representative while maintenance work is in progress. Contact information for the City's representative will be supplied to the successful bidder at

the time of contract award.

- 4.8 **Grounds Maintenance Employees:** The vendor shall employ a workforce adequate to provide all services to the project in accordance with these specifications. Any employee(s) of the vendor must be properly trained and qualified to perform any tasks assigned on the project(s) specified. The vendor and any and all employees thereof must be neat and professional in appearance and must wear uniforms with the company logo clear and visible while performing work on the specified project(s). Uniforms shall include shirts, long pants, and safety shoes, and shall be subject to the approval of the authorizing department. No clothing with offensive print or designs will be allowed. The vendor must be able to meet payroll obligations of all employees. The authorizing department reserves the right of determining the adequacy of the vendor's employees.
- 4.9 **Service Vehicles:** Any vehicles used on site, or for transporting personnel, equipment, fuel and/or supplies to and from the site, must be clearly marked with the company name. Vehicles must be in safe, working order and in full compliance with all Department of Transportation (D.O.T.) regulations. The authorizing department reserves the right of determining the adequacy of the vendor's vehicles.
- 4.10 **Personnel, Operational, and Public Safety:** The vendor shall provide adequate safety training and personal protective equipment to all personnel assigned to the project(s) specified. All safety devices on vehicles and equipment must be functional and properly used during any operations. The vendor shall provide for pedestrian and vehicular safety in the work zone, and shall provide warning devices, personnel, and/or signs as needed in accordance with local, state, and federal regulations, including the Manual of Uniform Traffic Control Devices. All work shall be performed in accordance with all applicable Occupational Safety and Health Administration regulations. The contractor shall comply with all applicable local, state and federal laws.
- 4.11 **Equipment:** Unless otherwise specified, the vendor must own any equipment to be used on the specified project(s) or provide documentation of a lease-purchase agreement on equipment, in effect at the notification of contract award. In case of equipment failures, the vendor must also demonstrate the ability to obtain back-up equipment, either through ownership or rental of such equipment. All equipment must be maintained in safe and working order to provide high-quality maintenance. Blades on mowing equipment shall be kept sharp, and guards should be in place to minimize objects being thrown from beneath mowers. No equipment is to be left unattended on City property without the permission of the authorizing department. Any equipment left on site must be parked in designated areas and is left at the risk of the vendor. Major repairs to vehicles and equipment shall not be completed on City of Savannah property. The changing of engine oil, hydraulic oil, greases or other fluids of any vehicle or piece of equipment shall not be allowed on City of Savannah property. The fueling of vehicles and equipment shall not occur within twenty 20 feet of any canal or ditch within the City of Savannah. Any and all fuel or other hydrocarbon spills shall be immediately reported to the authorizing department and pursuant to state law the Georgia Environmental Protection Division, as applicable. The vendor is responsible, at his own expense, for any and all spill remediation required by law. The authorizing department reserves the right of determining the adequacy of the Contractor's equipment.
- 4.12 **Invoicing:** The vendor, or its designated agent, must ensure that all services have been provided according to these specifications and must notify the authorizing department upon completion of any maintenance cycles or special services. Invoices shall not be submitted for payment until all services have been provided according to these specifications. The vendor may not invoice for portions of sites completed. Only fully completed sites are eligible for invoicing. Invoices failing to meet these requirements or missing information will not be entertained for payment. No invoices will be paid until the work has been inspected by the authorizing department and found to have been completed in accordance with these specifications. Invoices should include the site name, services provided, date(s) of services, and the signature of an authorized representative of the vendor.
- 4.13 **Duration and Frequency of Services:** Unless otherwise specified, the duration of the service will commence on the date of notice to proceed and end on December 31, 2019 at the frequency noted. Some services may be required only during designated seasons, while many services will be required year-round.

Mowing, trimming and edging of lawns and fields shall be done once per week during the growing season (April 1 – September 30) unless otherwise stipulated. Specified work must be completed satisfactorily within the designated maintenance cycle at the designated frequency (see section 4.2 for individual locations).

4.14 **Grounds Maintenance Standards**

- 4.14.1 **Litter and Trash Removal:** All litter and trash, material not naturally occurring in the environment, shall be removed from the sites prior to performing maintenance services. The vendor must ensure that its employees are collecting and legally disposing of all trash and debris and be able to provide documentation of the legal disposal of debris upon request. Litter shredded and distributed by mowing operations shall be immediately removed by the vendor at no further cost to the City of Savannah.
- 4.14.2 **Turf Maintenance:** All turf areas shall be mowed and trimmed at the designated frequency (cycle) to provide a neat and well-groomed appearance. Grass cuttings shall be mulched back into turf provided the cut grass is unnoticeable. Any noticeable accumulation of grass or vegetative debris must be collected and removed from the project. The vendor shall trim and/or edge around all structures or obstacles including trees, shrubs, buildings, structures, equipment, monuments, markers, coping, curbing, fencing, poles, signs, benches, water spigots, sidewalks, head walls, guardrails, tops of drainage ditches/canals, etc. Mowed areas should be neat and uniform in appearance when completed. Turf grass shall not be “scalped” or laid bare of vegetation due to improper mowing operations, unless otherwise specified, the height of grass shall be cut at two inches. All grass cuttings, leaves, and debris must be swept or blown from structures and paved surfaces.
- 4.14.3 **Landscape Maintenance:** Shrubbery, if included, shall be pruned as necessary in accordance with the specifications herein. Weeds and vines growing in shrubbery shall be removed manually. Small trees, including crape myrtles, must never be topped; however, they may be pruned to remove suckers, broken branches, dead wood, limbs interfering with pedestrian or vehicular traffic, and to prevent sight line restrictions.
- 4.14.4 **Mulching:** If requested, landscaped areas shall be mulched with pine straw mulch to maintain a minimum depth of 2 inches. Any mulch which has washed out of mulched areas must be raked back into mulched areas. All turf lines around mulched beds, curbs, and sidewalks must be edged mechanically. Chemical edging is not allowed.
- 4.14.5 **Leaf and Debris Removal:** Unless otherwise specified, appropriate mulch should be left around shrubs, small trees, or flower beds in accordance with the mulching specifications herein. All fallen leaves, twigs, fruit, and other vegetative debris shall be removed from turf areas and from any ditches, culverts, or storm drainage systems within or adjacent to the site. Any fallen limbs, moss, and vegetative debris generated by typical thunderstorms shall be removed. Any additional debris generated by grounds maintenance operations must also be removed and legally disposed. Leaves, twigs, fruit, and other vegetative debris can be mulched into turf areas provided no debris remains visible. Any noticeable accumulation of leaves, twigs, fruit, or vegetative debris must be collected and removed from the project. No dumping will be allowed on any project without the expressed permission of authorizing department. Fallen leaves, twigs, fruit, and other vegetative debris may be blown into piles for collection; however, no such debris may be blown into wooded areas ditches, culverts, roadways, or the storm drainage system and no piles shall be left on any site(s) overnight.
- 4.14.6 **Weed and Wild Growth Removal:** Unless otherwise specified, all shrub beds, flower beds, groundcover areas, mulched areas, fence lines, curbs, paved areas (roadways, driveways, walkways, including expansion joints), areas around obstacles, and any other non-mowing areas shall be kept free of wild growth and weeds for the duration of the service period. Turf shall be maintained along wooded areas by cutting back small trees and wild growth which encroach into established turf areas. Weeds and wild growth in gutters, ditches, culverts, or storm

drainage systems must also be removed to allow for drainage. Unless otherwise specified, weeds and wild growth may be treated with appropriate growth regulators in accordance with these specifications to prevent re-sprouting. Any plant material damaged by the use of herbicides shall be replaced by the vendor at its own cost. All chemicals must be approved by the authorizing department prior to its applications.

- 4.14.7 **Growth Regulator Applications:** Unless otherwise specified, the vendor, or its designated agent, may apply growth regulators to reduce maintenance, provided the applicator possess a current Georgia Commercial Pesticide Applicators License and all applications conform to applicable federal and state regulations. Non-selective herbicides may be applied as needed to reduce need for trimming and edging around signs, guy wires, utility poles, hydrants, obstacles, and structures. The spray pattern shall not exceed four inches (4") from the obstacle or structure. Growth regulators may be applied to turf areas. All chemicals must be approved by the authorizing department prior to its applications. The vendor must maintain accurate records of all chemical applications and submit to the authorizing department upon request.
- 4.14.8 **Irrigation Systems:** The vendor, or its designated agent, shall visually inspect the irrigation systems, if present, within the designated site(s) and report any leaks, broken or missing fixtures, or other problems such as too much or too little moisture. Broken sprinklers or leaks must be reported immediately to the authorizing department. Damage caused by the vendor's employees, equipment, or any operation of the vendor shall be repaired or replaced at the vendor's expense.
- 4.14.9 **Paved Areas:** Unless otherwise specified, the vendor, or its designated agent, shall apply non-selective herbicides as needed to any vegetation growing on roadways, driveways, walkways, shoulders, parking areas, or any other paved surfaces, including curbs, gutters, and expansion joints. All chemicals must be approved by the authorizing department prior to its applications. The vendor must maintain accurate records of all chemical applications and submit to the authorizing department upon request. All paved surfaces within the specified site(s), including any curbs and/or gutters surrounding the project, shall be cleaned off by sweeping or blowing.
- 4.14.10 **Removal of Unauthorized Signs:** Any sign other than those installed by the City, state, or federal government are not permitted on public property and shall be removed and turned in to the authorizing department. This includes advertising signs, political signs, yard sale notices, etc.
- 4.14.11 **Site Restoration:** All work areas shall be cleaned up at the end of each work day. No debris, clippings, or trash bags shall be left on site overnight.
- 4.15 **Maintenance Schedules:** Grounds maintenance shall be performed at the frequency noted in section 4.13 and, unless otherwise specified, all work must be completed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding City Holidays, unless authorized otherwise by the City. The vendor must furnish a written maintenance schedule to the authorizing department one (1) week prior to performing any maintenance work. The schedule shall include the projected dates that the vendor plans to work including the sites on which work is projected to occur.
- 4.16 **Site Access:** If gates or other access limitations are involved, then access should be coordinated with the Supervisor who is assigned to manage the contract. The vendor shall be responsible for locking any/all gates upon leaving a site. The vendor's failure to lock gates which results in trespassing and dumping/property damage by others shall result in the vendor removing all dumped debris and/or correcting any damage at his own expense.
- 4.17 **Mowing Service Requests and Additional Sites:** Citizens will, from time to time, call the City with maintenance service requests. These additional calls for service may be forwarded to the Contractor for action at the City's discretion. Therefore, it is required that an additional per site maintenance rate be quoted to cover the

cost of this additional work, if assigned. The City has the right to add or delete properties from this contract as necessary. The contractor shall provide costs for maintaining additional sites at per cycle/per acre rate.

4.18 Insurance Requirements

4.18.1 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.

4.18.2 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.

4.18.3 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.

4.18.4 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.

4.18.5 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A(minus), X, or better.

Any modifications to specifications must be approved by the City.

- 4.19 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2019. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

4.20 Satisfaction of LDBE Goals; Good Faith Effort

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

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

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

the level of participation proposed by other bidders. The closer the bidder's proposed participation is to the goal or to the proposed participation by other bidders, the greater the indication of good faith by the bidder.

4.21 Hire Savannah Program Participation

- 4.21.1 The City of Savannah seeks to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this priority, the City of Savannah Mayor and Aldermen endorse efforts to establish hiring agreements with businesses benefitting from municipal contracts with the City to hire local workers residing in the city of Savannah, Georgia.
- 4.21.2 To the extent otherwise permitted by law, the requirements of the Hire Savannah Program shall be included in all bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.
- 4.21.3 To assist contractors in maximizing local labor use, the City of Savannah has partnered with WorkSource Coastal (WSC). WSC assists employers and job seekers in meeting job training and employment needs throughout the ten county coastal region including Savannah and Chatham County. WSC will post contractor job openings, coordinate recruitment among partner agencies, and refer qualified candidates to contractors for hiring consideration. Additional employer services are also available through WSC, including federally-subsidized training and/or wages for eligible activities.
- 4.21.4 The contractor is fully responsible for the work performed under the contract, and this responsibility is not in any way diminished by the use of labor supplied by WSC, nor is the City of Savannah or WSC accepting any responsibility for non-compliance with the contract due to the performance, or lack thereof, on part of labor supplied by WSC.
- 4.21.5 The contractor is responsible for the compliance of all contractors providing services under the Covered Contract, including subcontractors and lower-tier subcontractors but excluding material manufacturers and suppliers, with the requirements of the Hire Savannah Policy.
- 4.21.6 In responding to this solicitation, the bidder/proposer shall complete a Hire Savannah Agreement, indicating that it agrees to be bound to contractual obligations to use good faith efforts to meet Hire Savannah Program requirements and hire Qualifying Workers residing in Savannah, Georgia.
- 4.21.7 If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

5.0 General Conditions

- 5.1 The bid response shall include all documents required in the bidder's checklist.

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

- 5.2 Copies: One unbound, printed and signed original and one identical, printed copy of the bid must be submitted in response to the bid.
- 5.3 Original invoices should be sent to:

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

- 5.4 This is an annual contract and prices are to be held firm. The first term shall begin on the date of award and end one year after on December 31, 2019. This agreement may be renewed for up to three additional twelve month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory.
- 5.5 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.
- 5.6 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- 5.7 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 # 6959

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
301 West Oglethorpe Avenue
2nd floor
Savannah, Georgia 31401
ATTN: Purchasing Director

EVENT NUMBER: 6959

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: _____)

Do you plan to subcontract any portion of this project? Yes _____ No _____

If yes, please complete the attached schedule of LDBE participation. Also complete the schedule if you will be using any LDBE suppliers.

ADDENDA ACKNOWLEDGEMENT

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

Signature

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

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
	<u>Public Parks & Greenspaces</u>			
1	Alpine Park – Weekly Maintenance	52 cycles		
2	Bacon Park Tennis Complex – Weekly Maintenance	52 cycles		
3	Barjan Park – Weekly Maintenance	52 cycles		
4	Coffee Bluff Marina – Weekly Maintenance	52 cycles		
5	Crossroad Villa Park – Bi-Weekly Maintenance	26 cycles		
6	Fairgrounds – Bi-Weekly Maintenance (March-October)	16 cycles		
7	Feiler Park – Weekly Maintenance	52 cycles		
8	Fernwood/Parkwood Walking Trail – Weekly Maintenance	52 cycles		
9	Guy Minick Baseball Complex – Weekly Maintenance	52 cycles		
10	Joseph J. Tribble Park – Weekly Maintenance	52 cycles		
11	Kensington Neighborhood Park – Bi-Weekly Maintenance	26 cycles		
12	Magnolia Neighborhood Park – Weekly Maintenance	52 cycles		
13	Mayfair Park – Weekly Maintenance	52 cycles		
14	Mohawk Lake & Peach Hollow – Weekly Maintenance	52 cycles		
15	River's End Park – Weekly Maintenance	52 cycles		
16	Scarborough Sports Complex – Weekly Maintenance	52 cycles		
17	Vernon River Tract – Monthly Maintenance	12 cycles		
18	Veterans Memorial Park – Weekly Maintenance	52 cycles		
19	Windsor Park – Weekly Maintenance	52 cycles		
	<u>Mulching and Adding Sites</u>			
20	Pine Straw - Installed	Per Bale		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

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

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

(_____)

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

TOTAL NET BID \$

=====

HAVE YOU INCLUDED ATTACHMENT A? _____

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

DO YOU HAVE THE REQUIRED INSURANCE? _____

LIST PRICE PER ½ ACRE FOR ADDED SITES:_____

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

SECTION 01310
LOCAL DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS

The City of Savannah actively encourages employment and participation of small and local disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that local disadvantaged business enterprises (LDBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize LDBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established an 20% DBE goal for this project of which at least 10% must be met by a Local DBE.

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and marked **(Section 1310 Local Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of local disadvantaged business enterprise participation (Sec. 01310-4) and;
3. Documentation of Good Faith Efforts **[Submit only if the goals are not met.]**

Failure to submit the required documents shall result in the bid not being read or considered.

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of LDBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from LDBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.]**
- ✓ Designating portions of the work for LDBE subcontracting in trades with established availability of LDBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to LDBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any LDBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to**

any substitution.

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any LDBE listed in the completed form entitled "Proposed Schedule of LDBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of LDBE 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 certification or an application for certification under review but has not been certified is not qualified as a certified LDBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any LDBE that would in any way limit the LDBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

The State of Georgia Department of Transportation maintains a website listing of Disadvantaged Business Enterprises located at www.dot.ga.gov/PS/Business/DBE

Chatham County Purchasing Department maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-7860.

GA Tech Procurement Assistance Center maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 963-2524.

Savannah/Hilton Head International Airport Commission maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 964-0514 or visit the website at www.savannahairport.com

Small Business Assistance Corporation maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 232-4700 or visit the website at www.sbacsav.com.

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, women, and individuals belonging to other socially and economically disadvantaged groups;
- (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 LDBE PARTICIPATION

Any LDBE listed in this completed form must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of LDBE 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 certification or an application for certification under review but has not been certified is not qualified as a certified LDBE and will not be recognized as such during the City's evaluation process.

Name of Bidder/Proposer: _____ Bid No. _____

Project Title: _____.

NOTE: Proof of certification must be attached to this completed form for all firms listed in the table below.

Name of DBE Participant	Telephone	Email	Address (City, State)	LOCAL DBE? (Y/N)	Type of Work Sub- Contracted	Sub- contract Value (%)	Sub- contract Value (\$)
						%	
						%	
						%	
						%	
						%	
						%	
Total Base Bid							\$
Total Proposed DBE Subcontracts							\$
Bidder's Proposed DBE Participation							%
Proposed Local DBE Subcontracts							\$
Bidder's Proposed Local DBE Participation							%

The undersigned will enter into a formal agreement with the LDBE 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 disadvantaged joint venture firm.

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Local Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Project Name

Event Number

If you have failed to secure LDBE participation or if your LDBE participation is less than the City's project goal, you MUST complete this form.

If the bidder's method of compliance with the LDBE goal is based upon demonstration of a good faith effort, the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 through 4 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

This form must be submitted in its entirety with supporting documentation in a separate sealed envelope with your bid prior to the time of bid opening. Failure to comply will result in the bid being considered non-responsive and the bid will not be read or considered.

- 1.) Please list each and every subcontracting and/or supplier opportunity (DO NOT LIST NAMES OF FIRMS) which will be used in completion of this project, regardless of whether it is to be provided by a LDBE or non LDBE.

(Use additional sheets, if necessary)

List of:

Subcontracting Opportunities

List of:

Supplier Opportunities

2.) Did you obtain a current list of LDBE firms?

_____ Yes

Date of Listing ____/____/____

_____ No

Source _____

3.) Please indicate subcontract or supplier list categories for which potential LDBE bidder lists were provided? Provide detail of how these LDBEs were solicited.

_____	_____
_____	_____
_____	_____

4.) **Please attach the following:**

(1) Completed Good Faith Effort Log see: 1310-7 Log

(2) Evidence of solicitation to prospective LDBE firms, such as advertisements, copies of solicitation letters, faxes, emails and other to substantiate efforts.

DEMONSTRATION OF GOOD FAITH EFFORTS MUST INCLUDE ALL ITEMS OUTLINED IN THIS SECTION.

GOOD FAITH EFFORT LOG (Form 1310-7)

Project Name: _____

Project Number: _____

Contractor: _____

[illegible]

SECTION 01437
LDBE PARTICIPATION REPORT

IMPORTANT NOTICES

- The LDBE Participation Report (Form 01437) must be submitted to the City of Savannah **Contract Analyst and the Office of Business Opportunity** with each pay request. Failure to submit this form can result in no credit toward contracted LDBE requirements and a possible delay in monthly progress payments.
- The Prime Contractor/Consultant **may not change LDBE firms without prior written approval of the City**. Contractors/Consultants may use the Add/Change of LDBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of LDBE Participation (Section 01310). Any unauthorized substitution of LDBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- **Documentation providing proof of payments to LDBEs for work on this project shall be kept on file and available for inspection by City staff.**

PROJECT NAME & NUMBER: _____ DATE _____ REPORT NO. _____

PRIME CONTRACTOR/CONSULTANT _____ CONTRACT AMOUNT (\$) _____

OVERALL DBE GOAL 20 % MINIMUM LOCAL DBE Goal 10 % ☐ This is the final project report. End Date: _____

LDBE INFORMATION						LDBE PAYMENTS			
APPROVED LDBEs	DESCRIPTION OF WORK or SUPPLIES	LDBE CONTACT PERSON	LDBE CONTACT PHONE #	LDBE CONTACT EMAIL	LOCAL Y/N	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID <u>THIS PERIOD</u>	TOTAL PAID <u>TO-DATE</u>

Total Overall DBE Paid To Date: \$ _____ %

Total Local DBE: \$ _____ %

CONTRACTOR: I hereby certify this information is true and correct; and supporting documentation is on file and available for inspection by the City at any time.

SIGNED _____ TITLE _____ DATE _____

CITY OF SAVANNAH

This report has been reviewed for LDBE contract compliance.

SBO Compliance Coordinator _____ DATE _____

INSTRUCTIONS TO CONTRACTOR/CONSULTANT

To receive credit toward contracted LDBE goals, the Prime Contractor/Consultant must complete and submit this form with each Request for Periodic Payment, beginning with the first payment request. An additional copy of this section must be submitted **to the SBO Compliance Coordinator**. The Office of Business Opportunity may be contacted by phone at (912) 652-3582 or by fax at (912) 651-3175. **Failure to submit this form may result in no credit toward the contract LDBE requirements and a delay in monthly progress payment.**

1. Project Name: The official name of the project as stated on the contract
2. Date: Date Report is being submitted
3. Report Number: Reports must be consecutively numbered.
4. Contract Amount: Total amount of the contract to be paid to the Prime Contractor/Consultant by the City of Savannah for completion of the project.
5. LDBE Goals: Enter the contracted LDBE Goals per the signed agreement.
6. Final Project Report: Place an "X" or checkmark in this box when the project has been completed and the report submitted is the final payment report. Enter the date of project completion.
7. LDBE Information: ONLY LDBEs that have been verified and approved by the City of Savannah Office of Business Opportunity, from the Prime Contractor's/Consultant's "Proposed Schedule of LDBE Participation" may be included on the payment report. NO SUBSTITUTIONS OR CHANGES IN GOALS MAY BE MADE without prior written approval by the City.
8. LDBE Payments: Enter the actual amount of the subcontract agreement for each approved LDBE, the date of any payments occurring within the report period, the amount of the payments to each LDBE during this period and the total each LDBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all LDBE subcontractors.
10. Contractor Certification: The contractor or his authorized representative must sign this form prior to submittal. Signature indicates that all information is true and correct and documented proof of all information is on file and available for City of Savannah review at any time.

GENERAL INFORMATION

The prime contractor/consultant may not change LDBE firms without prior written approval of the City of Savannah Office of Business Opportunity. Approval cannot be obtained from the City's Project Manager, Contract Analyst or other City of Savannah employees. Contractors/Consultants must use the Add/Change of LDBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of LDBE Participation (Section 01310). **Any proposed changes must meet established LDBE goals and conform to contract regulations and LDBE Program Requirements.**

If the prime contractor/consultant in its bid/proposal included any second or lower tier subcontractor/sub-consultant/supplier towards meeting the goal, it is the sole responsibility of the prime contractor/consultant to ensure all LDBE firms have been reviewed and approved by the City of Savannah and to document all subcontracting/sub-consulting and/or supplier participation dollars counted towards the goal, irrespective of tier level. Upon completion of the work, a final "LDBE Participation Report" will be required and submitted with the final pay request.

As per the City's contract, the City's SBO policy, and signed participation reports: the prime contractor/consultant certifies all LDBE payment information to be true and correct, to have all supporting documentation on file and to make copies of this documentation available to the City of Savannah. **Prime contractors/consultants will periodically be required to provide copies of payment documentation** for LDBEs being counted toward the LDBE goal (including the prime contractor/consultant, if it is a LDBE and being counted toward the goal). Failure to comply with the City's request to provide the required documentation may cause the City to withhold payments due the prime contractor/consultant until compliance is attained. Payment documentation includes but is not limited to:

- signed sub-contracts with LDBEs being utilized in meeting the project's LDBE goals
- LDBE invoices for payment related to the project
- proof of payment of LDBE invoices related to the project

HIRE SAVANNAH AGREEMENT

Event #:		Event Name:	
Bidder/Proposer Name:			

The City of Savannah Mayor and Aldermen have established a priority to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this goal, the City has established the Hire Savannah Policy and Program which shall be included in all eligible bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.

Contractors responding to this solicitation are required, as an issue of responsibility, to indicate that it agrees, if awarded a Covered Contract, to be bound to contractual obligations requiring it to use good faith efforts to meet the Hire Savannah Program requirements. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

A "Covered Contract" is a City-awarded contract that: (a) is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and (b) pays the Contractor \$100,000 or more for covered services or \$250,000 or more for construction-related services. "Construction-related Services" means services purchased by the City that involve construction, demolition, alteration and/or repair of city buildings, city public works or other city facilities.

Covered Services include the following services purchased by the City: food preparation or distribution; security services; routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services for normal upkeep of facilities; repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset; clerical or other nonsupervisory office work, whether by temporary or permanent personnel; printing and reproduction services; and landscaping, lawn, or agricultural services. Covered Services does not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to lawyers, architects, engineers, and other design consultants.

The City of Savannah Hire Savannah Policy is posted on the City of Savannah website. By signing below, the Bidder/Proposer affirms that it has read, understands and agrees to be bound by the terms and conditions of the Hire Savannah Policy.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Company Name: _____

Company Address: _____

Company Official/Representative: _____

Position Title: _____

Authorizing Signature: _____ Date: _____

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.

COMMERCIAL AND/OR GOVERNMENT EXPERIENCE VERIFICATION
Attachment A

In the space below, list references dating back preferably three years of similar commercial and/or government experience per section 4.3 (noting similar projects completed). Attachment A must be included in the bid response in order for a bid to be considered.

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

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

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

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

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