

**Event No. 7366 – ELECTRICAL REPAIRS
Bidder’s Checklist – Envelope Requirements**

This checklist shall be attached to the outside of the envelope 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 must contain the following documents:

| Initials | Document |
|-----------------|--|
| | Bid Proposal Form, Including Acknowledgement of Any Addenda |
| | Exception Sheet |
| | Contractor Affidavit and Agreement (Employee Eligibility Verification) |
| | Affidavit Verifying Status for City of Savannah Benefit Application |
| | Hire Savannah Agreement |
| | Attachments |
| | 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 the envelope.

Signature: _____ Date: _____



ELECTRICAL REPAIRS

EVENT NO. 7366

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract for repairs and/or modifications to electrical equipment and electrical service for the Public Works and Water Resources Department, well sites and booster stations, sewage lift stations, stormwater pump stations, and various other City facilities. The contract is designed to be utilized for routine repairs and projects under \$25,000, as well as in emergency situations.

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, 305 Fahm 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 **Qualifications/References:** All bidders must be qualified, licensed and familiar with industrial type electrical systems and must have demonstrated a past history of responsiveness, technical expertise, and professionalism to be considered. Copies of applicable licenses must be included with bid submittals. The vendor shall supply a minimum of five references (including company name, contact person, and phone number) for which it has completed similar projects (See Attachment 1). Bids will not be further considered without Attachment 1.
- 4.2 **Response Time:** Electrical contractor shall respond to City calls within thirty minutes 8:00 a.m. - 4:30 p.m., Monday through Friday, within one hour 4:30 p.m. - 8:00 a.m., Monday through Friday and weekends and holidays. Response time is defined as being on-site with adequate resources necessary to perform the required work within one hour.
- 4.3 The contractor shall troubleshoot and/or diagnose electrical and control problems and recommend emergency or routine repair programs as required.
- 4.4 The contractor shall assist City personnel in location of necessary repair parts. City personnel will procure parts as necessary or may designate that the contractor supply parts.
- 4.5 The contractor shall assist City personnel in making repairs to eliminate or reduce downtime of vital electrical component systems at various City facilities.

- 4.6 The contractor shall have all necessary equipment to include tools, meters, boom trucks, bucket trucks, bucket truck with 80 foot reach, backhoes, trenchers, line trucks and thermographic equipment available. The contractor shall provide a list of all equipment owned/leased and available for emergency response. Thermographic equipment will be required in order to rapidly diagnose "hot spots" within switchgear, starters and/or related equipment when necessary to insure the integrity of the equipment or when requested by the City.
- 4.7 The contractor shall provide the necessary manpower and equipment to perform normal electrical work to include both rehabilitation and extension of electrical services.
- 4.8 The contractor must have the necessary equipment and manpower to work on multi-volt circuitry up to 600 volts and access to the necessary equipment and manpower on multi-volt circuitry from 600 to 4,160 volts.
- 4.9 Experience: The successful bidder must have demonstrated satisfactory service to major customers in the Savannah area for a minimum of five (5) years. A list of these major customers including a contact name and phone number must be provided with bid submittal. Bids will not be further considered without Attachment 1.
- 4.10 Staffing Levels/Certifications: Each bidder must submit a breakdown of shop personnel indicating classification (i.e. journeyman, apprentice, etc.) and number in each category with their bid. Appropriate documentation, certifications, etc. must be available for City review if desired.
- 4.11 Warranty: The successful bidder must provide a written warranty satisfactory to the City covering all contractor provided parts and labor. The warranty timing applies to in service dates and must be for a period of a minimum of 90 days.
- 4.12 All parts and repair work performed under this contract shall conform to NFPA 70.
- 4.13 Job Estimates: Estimated repair times and material costs shall be submitted when requested. Billing shall be based on actual labor hours and actual equipment and parts used.
- 4.14 Quality Control: Each bidder shall submit with this bid a statement explaining their quality control measures for repairs to be made under this contract.
- 4.15 Pricing: Pricing shall be submitted as outlined for labor and materials. Hourly labor rate shall include service truck with all standard tools and equipment staffed by a skilled journeyman and helper/apprentice. The hourly rate will cover work performed during business hours (Monday through Friday 8:00 a.m. through 5:00 p.m.). Work required to be performed outside of normal business hours shall be paid at a rate of 1-1/2 times the stated hourly rate. Hourly labor charges are to begin when the crew arrives on the jobsite. Reasonable travel time to procure parts will be allowed. The City will be the sole judge of what is reasonable travel time. Parts pricing shall be based on a percentage (%) markup from vendor procurement cost. This percentage (%) markup shall be submitted on the bid proposal form.

To verify contract pricing, the successful vendor(s) will be required to provide backup data such as labor time sheets, vendor invoices, etc. All invoices shall have a description of the work performed, the number and rate for all labor hours, and the quantity and price for all materials. A written summary shall be included with each invoice. It shall include each day's activities and materials installed as part of the job. Also, vendor invoices for parts/materials shall be included with each invoice. Delivery tickets will not be accepted as verification for payment.

- 4.15.1 Equipment Rental: Specialty equipment (i.e.: crane, boat) required to complete City projects may be rented and will be reimbursed at the contractor's cost. Invoices for all rental equipment must be provided with the project invoice to be eligible for reimbursement. No markup will be allowed for these expenses.
- 4.16 Outside Agencies: The successful bidder will extend annual contract pricing to agencies/coordinators with events scheduled in City parks, squares and athletic fields. Pricing for any overtime premium involved will be subject to negotiation between the contractor and the outside agency. Payment for all charges will be made by the outside agency.
- 4.17 Optional Pricing, Athletic Field Lighting: Bidders are also asked to provide an optional unit price to change out athletic field lighting bulbs on an as needed basis. The City replaces approximately 50 -75 bulbs per year. The highest pole is approximately 95 feet. Bulbs may be changed out either by bucket truck or climbing. All bulbs will be provided by the City.
- 4.18 The City of Savannah reserves the right to inspect each bidder's equipment and facilities prior to awarding bid.
- 4.19 The City reserves the right to conduct periodic audits to insure compliance with the contract terms. In general, the audit will consist of a review of a limited number of invoices randomly chosen. Each invoice will be reviewed for proper labor and parts pricing along with appropriate support documentation.
- 4.20 Sub-section for the Wastewater Conveyance Department
- 4.20.1 The purpose of this sub-section is to outline additional and/or more stringent requirements which may be required by the Wastewater Conveyance Department of the City of Savannah as compared to other departments within the City. Where this sub-section is in conflict with the specifications outlined elsewhere in the contract bid, this sub-section shall govern.
- 4.20.2 References
- NFPA 70 - - National Electrical Code
 - NFPA 110 - - Standard for Emergency and Standby Power Systems
 - NEMA Pub 250-2008 - - Enclosures for Electrical Equipment
 - Georgia Power Blue Book for Electrical Service and Metering Services
 - Georgia Power Publication # 18-23 - - Interconnection requirements for emergency and standby (non-export) generators
 - Georgia Power Publication - - Parallel Operation of Generation on the Distribution System
- 4.20.3 The vendor shall provide the services listed below:
- Repairs and/or minor modifications of existing electrical systems/sub-systems throughout the City of Savannah Wastewater Conveyance Department area of responsibility under the direct supervision of the Wastewater Conveyance Maintenance Department office.
 - Reconditioning, up-grading, rehabilitating, and completely rebuilding 600 VAC and below electrical systems and/or sub-systems throughout the City of Savannah Wastewater Conveyance Department's area of responsibility under the direct supervision of the Wastewater Conveyance Maintenance Department office.

- The occasional direct purchase of electrical parts/material and providing such items to the Wastewater Conveyance Department for utilization on various projects.
- Other supporting services as required by the Wastewater Conveyance Department commensurate with the special skills and/or equipment normally found within the assets of an electrical contractor.

4.20.4 Quality Control

All work performed and/or material provided under the provisions described above shall be subject to the Wastewater Conveyance Department quality control inspection and acceptance standards. Payment of invoices may be withheld in part or in total until work or material meets these standards. Any labor and/or material expenses incurred in the correction of unacceptable workmanship and/or material shall be borne exclusively by the vendor.

4.20.5 Staffing Required

- a. A minimum of two journeyman level electricians qualified and experienced in:
 - Industrial three-phase AC electrical systems installation and repair at 600 VAC and below.
 - Electrical enclosure lay-out and installation techniques.
 - Electrical raceway (conduit and cable tray) fabrication, routing, and installation techniques.
 - Electrical wire type and AWG size selection techniques.
 - Electrical wire installation and termination techniques.
- b. Apprentice level electrical helpers in sufficient quantity to provide each journeyman electrician on staff with a helper.
- c. A minimum of one each journeyman level electrician currently licensed in the State of Georgia to work on and/or oversee all electrical work on 600 VAC and below systems. (This license shall be kept current for the life of the contract. A copy of this license shall be submitted along with the bid submittal and updated copies shall be provided to the Public Works and Water Resources Department when it is renewed.)

4.20.6 Equipment Assets Required

The successful bidder shall have a minimum of the below listed assets on-hand or readily available for the use of electrical work crews at all times throughout the life of the contract:

- a. A fleet of service vehicles capable of reaching every Wastewater Conveyance site where electrical work may be necessary. (NOTE: Some of these sites are located in underground parking facilities, at the end of unimproved roadways, in narrow alleyways, at shopping malls and on narrow dirt pathways).

- b. A sufficient number of power tools (120 VAC), instrumentation meters with required probes, ladders, and hand tools required to perform electrical installations, fabrications, and trouble-shooting procedures (NOTE: All necessary tools to perform required tasks shall be on/in the service vehicle upon arrival at work sites).
- c. A bucket truck with operator crew capable of reaching a minimum of 60 feet.
- d. A mini-excavator with trailer transport capability and qualified operator for use in underground trenching/digging for raceway (conduit) installations and other items in tight areas.
- e. A minimum of one each conduit pipe-threading system (includes 120VAC powered drive machine, pipe vice, and associated dies for threading conduit) which may be readily transported in the service van fleet vehicles.
- f. OSHA approved ladder(s) for reaching a minimum of up to 24 feet above ground level.
- g. Containers/boxes suitable for transport of debris/waste material safely on state and federal highways.
- h. Sufficient quantities of consumable supplies such as rags, electrical tape, wire nuts, and etc., routinely utilized in electrical work activities shall be “on-board” service vehicles upon their arrival at any work site.
- i. All service vehicles shall be equipped to safely transport standard sections of conduit pipe and ladders on all state, federal, and local roadways.

4.20.7 Pricing Structure

The successful bidder’s pricing structure shall follow the general guidelines outlined below:

- a. Parts/material not supplied by the city pricing shall be based upon the vendor’s actual cost plus a standard mark-up percentage. The standard mark-up percentage shall be submitted as part of the bid proposal and shall remain firm for the life of the contract.
- b. The hourly labor rate for services rendered shall be based upon the bidder’s normal hours of operation. Regular business hours shall be priced at “straight-time” rates and after-hours/holiday hours shall be priced at “overtime premium” rates (one and one-half time the straight time rate).
- c. Any fees incurred by the vendor (entry passes, disposal fees, and etc.) shall be invoiced at the vendor’s actual cost without mark-up being applied.

4.20.8 Additional Instructions

- a. The successful bidder shall be prepared to provide copies of actual receipts for material purchased and fees paid which show on invoices as requested by the City of Savannah.

- b. All premium-pay work shall be restricted to authorization by the City of Savannah in each and every instance prior to the work being started. Failure to obtain this authorization may result in non-payment at the premium rate at the discretion of the City of Savannah.
- c. An “after-hours” emergency contact telephone number which is answered on a 24 hour, seven day, 365 day-per-year basis shall be provided by the contractor.
- d. After-hours emergency call-outs shall be responded to with electrical service personnel “on-site” within two hours of the contact being made.
- e. The successful bidder shall be prepared to provide an annual or “as requested” historical summary of all services with associated invoices relating to this contract. This summary shall be typewritten or provided electronically in Microsoft Word format.
- f. All work crews providing service to the Wastewater Conveyance (Lift Stations Maintenance) Department shall be required to work under the technical and supervisory authority of the Lift Stations Maintenance Office.

4.21 Hurricane and Other Natural Disaster Relief

In the event of a hurricane or other natural disaster, the City will have special needs in this area. Each bidder must commit to place the City’s requirements in a high priority classification. Each bidder shall submit their plan for responding to such emergency situations and shall address the following items at a minimum:

- Ability to supply additional crews/equipment to augment normal staffing.
- Ability to respond in a timely manner, i.e. on-site timing of first crew, additional crews, etc.
- Impact on pricing for emergency situations: While it is expected that contract pricing for normal crews will be honored, possible use of non-local crews/equipment may require a different structure for these crews.

The quality of responses and commitments in this section will be factored into the overall consideration of the award of this contract.

4.22 Insurance Requirements

4.22.1 Commercial 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

4.22.2 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

4.22.3 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

4.22.4 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

4.22.5 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

4.23 Hire Savannah Program Participation

4.23.1 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.

4.23.2 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.

4.23.3 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.

4.23.4 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.

4.23.5 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.

4.23.6 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.

4.23.7 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 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 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, 2020. This agreement may be renewed for up to three additional 12 month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. In the event this contract is not renewed prior to the expiration of any term, this contract shall continue to be honored on a month-to-month basis until this contract has been renewed.
- 5.5 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.
- 5.6 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.
- 5.7 All bids must be submitted in **DUPLICATE**.

EXCEPTION SHEET

Event # 7366

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 Division
301 W. Oglethorpe Ave
2nd floor, Traub Room
Savannah, Georgia 31405
ATTN: Purchasing Director

EVENT NUMBER: 7366

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 DBE participation. Also complete the schedule if you will be using any DBE 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 |
|---------|--|--------------------|------------|-------|
| 1 | Labor Rate Journeyman | 3,000 hours | | |
| 2 | Journeyman Overtime | 1,000 hours | | |
| 3 | Labor Rate Helper /Apprentice | 3,000 hours | | |
| 4 | Help/Apprentice Overtime | 1,000 hours | | |
| 5 | Boom Truck | 50 hours | | |
| 6 | Bucket Truck | 150 hours | | |
| 7 | Bucket Truck with 60' Reach | 60 hours | | |
| 8 | Bucket Truck with 80' Reach | 60 hours | | |
| 9 | Backhoe | 40 hours | | |
| 10 | Trencher | 40 hours | | |
| 11 | Thermographic Equipment with Operator | 10 hours | | |
| 12 | Wastewater Conveyance Journeyman Straight Time | 3,000 hours | | |
| 13 | Wastewater Conveyance Journeyman Overtime | 1000 hours | | |
| 14 | Wastewater Conveyance Apprentice Straight Time | 3000 hours | | |
| 15 | Wastewater Conveyance Helper/Apprentice Overtime | 1000 hours | | |
| 16 | Wastewater Conveyance Helper Straight Time | 2000 hours | | |
| 17 | Wastewater Conveyance Helper Overtime | 500 hours | | |

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 \$
=====

TIME REQUIRED FOR INSTALLATION AFTER RECEIPT OF ORDER: _____ DAYS

DO YOU HAVE THE REQUIRED INSURANCE? _____

PLEASE INDICATE THE MARKUP PERCENTAGE FOR MISC. COST AND MATERIAL: _____%

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

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.

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