

**STORM DEBRIS REMOVAL  
EVENT NO. 6481**

**SECTION II  
SCOPE OF WORK**

**2.0 Broad Description of Project**

The purpose of this Request for Proposal (the “RFP”) is to establish guidelines and firm fees for storm debris removal services for the City of Savannah (the “City”) in the event of a storm, storm related, or other disaster.

**Electronic submissions will not be accepted for this proposal.**

**It will be the responsibility of the contractor to research estimated quantities for categories listed on Price Proposal pages. This data should be based on history and experience with Cities of comparable geographic composition. The City will average the quantities to achieve a set number for a total cost. Cost should be based on a Category 3 Wet Storm.**

Under this contract, work shall consist of clearing and removing any and all eligible debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidance’s and policies, and as directed by the City.

**2.1 Scope of Services**

The successful proposer shall provide the following services at a minimum:

Work shall include examining debris to determine whether or not debris is eligible, burnable or non-burnable, loading the debris, hauling debris to approved debris management sites or landfill(s), reducing the debris, hauling the debris to an approved disposal facility, and dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs, or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the contractor by the City. It shall be the contractor’s responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the contractor was issued a notice to proceed, unless otherwise directed by the City in writing. This includes, but is not limited to:

**2.1.1 Vegetative Debris**

- a. Damaged and disturbed trees, tree limbs, bushes, shrubs, brush
- b. Remains of standing trees which are clearly damaged beyond salvage

**2.1.2 Construction and Demolition Debris**

- a. Building materials, including wood structural members, concrete blocks, window glass, structural siding, and roofing materials including shingles or metal roofing panels
- b. Household debris, consisting of damaged furniture and appliances, flooring materials, and the like

- c. Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials
- d. Metal debris - Various thicknesses of corrugated metal and other thin sheet metal products

## **2.2 Description of Designated Area**

The designated area for debris removal is bounded by the City limits and includes all public rights-of-way, easements, parks, squares, waterways, building sites, debris staging areas, and other public properties areas as designated by the City. Debris removal performed on these sites/areas shall be performed as identified by the City. The City may also authorize the contractor to perform debris removal on non-City areas as designated in writing by the City.

- 2.3** All debris identified by the City shall be removed. The contractor shall make two (2) complete passes through the City, removing all debris along each street right-of-way. It is at the City's discretion to require a third pass to be performed by the contractor. Partial removal of debris piles is strictly prohibited. The contractor shall not move from one designated work area to another designated work area without prior approval from the City or its representative. Any eligible debris, such as fallen trees, which extends onto the right-of-way from private property, shall be cut at the point where it enters the right-of-way, and that part of the debris which lies within the right-of-way shall be removed. The contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City, in writing.
- 2.4** The contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.
- 2.5** Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six inches (6") beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.
- 2.6** All debris will be mechanically loaded. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at debris management site, unless approved in advance by the City.
- 2.7** Loose leaves and small debris in excess of one (1) bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6") in any dimension shall be left on site. Hand crews and rakes will be required.
- 2.8** The contractor shall provide an onsite project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with City representatives. Daily meeting topics will include, but not be limited to, volume of debris collected, completion progress, local coordination, and damage repairs. Frequency of meetings may be adjusted by the City. The proposer's project manager must be available 24 hours per day, or as required by the City.

**2.9** The City will provide the contractor with debris management site. The contractor shall be responsible for returning the debris management site to its original condition, abiding by all state and federal environmental regulatory requirements.

**2.10 Debris Management Sites locations shall be determined**

Once debris management site locations are determined, the contractor will be provided with address, GPS coordinates, and estimated acreage. Based on the severity of the disaster, the City may task the contractor with locating additional sites available as debris management sites.

**2.11** The City does not warrant or guarantee the availability or use of any dump sites. The contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the City. The contractor will remain legally responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. Debris management site operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor reduction, handling, disposal, and remediation operations must be approved, in writing, by the City.

**2.12** Payment for disposal costs such as tipping fees incurred by the contractor at permitted disposal facilities, or other City approved sites that meet local, state, and federal regulations for disposal will be made at the cost incurred by the contractor. The contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of contractor payment to the disposal facility. In addition, the contractor must demonstrate competitive bidding for disposal services has been completed.

**2.13** The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

**2.14** The City reserves the right to inspect the debris management site, verify quantities, and review operations at any time.

**2.15 Scope of Work**

**2.15.1 Emergency Road Clearance**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from the City roadways, and waterways, to make them passable immediately following a declared disaster event. All roadways designated by the City shall be clear and passable within 70 working hours of the issuance of a notice to proceed from the City to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the City.

**2.15.2 Right-of-way Vegetative Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the City right-of-way to a City approved debris management site or other designated disposal facility. Vegetative debris existing in the City right-of-way is defined as debris

resulting from a hurricane or other natural or man-made disaster which has been or will be placed along public rights-of-way, easements, City parks, alleys, City debris staging areas, and other areas as designated by the City.

For the purposes of this contract, vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed. Removal of vegetative debris existing in the City will be performed as identified by the City.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific right-of-entry legal and operational procedures.

### **2.15.3 Right-of-way Construction and Demolition Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport construction and demolition debris existing in the City right-of-way to a City approved DMS or other designated disposal facility.

Construction and demolition debris existing in the City right-of-way is defined as debris resulting from a hurricane or other natural disaster which has been or will be placed along public rights-of-way, easements, City parks, alleys, and City debris staging areas.

For the purposes of this contract, construction and demolition debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e. not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

Removal of construction and demolition debris existing in the City right-of-way will be performed as identified by the City.

### **2.15.4 Demolition, Removal, and Transport of Structures**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property within the jurisdictional limits of the City. Further, debris generated from the demolition of structures, as well as scattered construction and demolition debris on private property, will be transported to a City approved debris management site or other designated disposal facility.

Removal and transportation demolished structures and scattered construction and demolition debris on private property, will be performed as identified by the City.

Entry onto private property will only be permitted when directed by the City. The City will provide specific right-of-entrance legal and operational procedures. The contractor is required to strictly adhere to any and all local, state, and federal

regulatory requirements for the demolition of structures.

#### **2.15.5 Debris Management Site Management and Operations**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate debris management site(s) for the acceptance, management, segregation, and staging of disaster related debris. Debris management site layout and ingress and egress plan must be approved by the City.

The management of debris management site(s) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies.

Debris at the debris management site will be clearly segregated and managed according to the separately priced collection operations outlined in section 4, “*Overview of Work of Scope Rate Schedule Items.*”

Included in debris management site management and operation, the contractor is responsible for:

- a) Providing DMS traffic control.
- b) Providing DMS dust control.
- c) Providing 24-hour site security.
- d) Providing a site safety plan

The contractor shall provide a tower from which the City or its authorized representative can make volumetric load calls. The tower provided by the contractor will at a minimum meet the specifications provided in the debris site tower specifications of this procurement.

The contractor is responsible for operating the debris management site in accordance with Occupational Health and Safety Administration (“OSHA”) guidelines.

Upon completion of haul-out activities, the contractor shall remediate the site to pre-disaster condition at their own expense, abiding by all city, county, state and federal environmental regulatory requirements, and shall obtain a written release from the City or its authorized representative.

#### **2.15.6 Grinding (Reduction of Storm Generated Debris)**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the City. Grinding must be approved by the City prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

The proposer must obtain approval to reduce construction and demolition debris from the City. If approved for reduction by the City, construction and demolition debris must be reduced via grinding in order for the City to compensate the

contractor for reduction. Incineration or mauling of construction and demolition are not acceptable methods of construction and demolition reduction.

#### **2.15.7 Incineration (Reduction of Storm Generated Debris)**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods (controlled open-air incineration and air curtain burning) are at the discretion of the City. Incineration must be approved by the City prior to commencement of reduction activities. All un-reduced storm debris must be staged separately at the debris management site.

#### **2.15.8 Haul-Out of Reduced Debris to Final Disposal Site**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a City approved debris management site to a final disposal facility.

All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

#### **2.15.9 Removal of Hazardous Leaning Trees and Hanging Limbs**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees twelve inches (12") or greater in diameter, measured three feet (3') from the base of the tree or chest height and hanging limbs two inches (2") or greater in diameter existing in the City right-of-way. Further, debris generated from the removal of hazardous trees and hanging limbs two inches (2") or greater existing in the City right-of-way will be placed in the safest possible location on the right-of-way and subsequently removed in accordance with 2.15.2 under the terms, conditions, and procedure described in "*Right-of-way Vegetative Debris Removal.*" Hazardous leaning trees less than twelve inches (12") in diameter, measured three feet (3') from the base of the tree or at chest height, will be flush cut, loaded, and removed in accordance with 2.15.2. The City will not compensate the contractor for leaning trees less than twelve inches (12") in diameter on a unit rate basis.

Removal and transportation of hazardous trees twelve inches (12") or greater in diameter and hanging limbs two inches (2") or greater in diameter existing in the City right-of-way and private property will be performed as identified by the City. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the contractor, in writing, by the City. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- a) The tree is leaning in excess of 30 degrees in a direction that poses an immediate threat to public health, welfare, and safety.
- b) The tree is dead, twisted, or mangled as a direct result of the storm and a certified arborist can attest to the fact that the tree will die and potentially create a falling hazard to the public.

#### **2.15.10 Removal of Hazardous Stumps**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps 24 inches or greater in diameter, measured 24 inches from the base of the tree existing in the City right-of-way. Further, debris generated from the removal of uprooted stumps existing in the City right-of-way will be placed in the safest possible location on the right-of-way and subsequently removed in accordance with 2.15.2 under the terms, conditions, and procedure described in “*Right-of-way Vegetative Debris Removal.*” Stumps measured 24 inches from the base of the tree and less than 24 inches in diameter will be considered normal vegetative debris and removed in accordance with 2.15.2. The City will not compensate hazardous stumps less than 24 inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (In accordance with current FEMA public assistance guidelines) and removed under the terms and conditions of 2.15.

Removal and transportation of hazardous uprooted stumps existing in the City right-of-way and private property will be performed as identified by the City. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the contractor, in writing, by the City. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- (a) Over 50% of the tree crown is damaged or broken and heartwood is exposed.
- (b) Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 2.1. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (In accordance with current FEMA public assistance guidelines).

The City or its representative will measure and certify all stumps before removal.

#### **2.15.11 Household Hazardous Waste Removal, Transport, and Disposal**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste (HHW).

The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

#### **2.15.12 Abandoned Vehicle Removal**

Under this contract, work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the City. The removed vehicles will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation, and disposal of abandoned vehicle removal includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

#### **2.15.13 Animal Carcass Removal and Disposal**

Under this contract, work shall consist of the removal of animal carcasses in areas identified and approved by the City. The carcasses will be hauled to a City approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation, and disposal of animal carcass includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

#### **2.15.14 Right-of-way White Goods Debris Removal**

Under this contract, work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation, and disposal of white goods. White goods containing refrigerants will be hauled to a City approved staging area where certified technicians will remove the refrigerants.

The removal, transportation, and disposal of white goods includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

#### **2.15.15 Freon Removal**

Under this contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the City. The Freon containing items will be hauled to a City approved staging area under the terms and conditions of 2.1 and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

The removal and disposal of Freon includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

#### **2.15.16 Asbestos Removal**

Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs associated with the removal of, transportation, and disposal of asbestos.

The removal, transportation, and disposal of asbestos includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

### **2.16 Use of Local Resources**

As per the Robert T. Stafford Act and FEMA regulations, the contractor will encourage the utilization of resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts, and employing workmen.



**2.17 Working Hours**

Monday through Sunday, the contract hours shall only be during daylight hours or as otherwise directed by the City. No work outside these hours shall be allowed unless approved in advance by the City.

**2.18 Debris Site Tower Specifications**

The contractor shall provide a minimum of one (1) tower at each dumpsite for the use of the City representatives during their inspection of dumping operations. If ingress and egress of a debris management site is of significant distance that the City or its representative are unable to verify the entering and exiting trucks, then the contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten feet (10') from surrounding grade to finish floor level, have a minimum eight feet (8') by eight feet (8') of usable floor area, be covered by a roof with two feet (2') overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four feet (4') on all four (4) sides. The expense incurred by the contractor for the construction of towers is an overhead expense contemplated as part of the proposer's compensation under the terms and conditions of section 2.15.5.

**2.19** The contractor shall provide a minimum of one (1) portable toilet at each dumpsite for the use of the City representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the contractor throughout the duration of dumping operations. The expense incurred by the contractor for the operation of portable toilets is an overhead expense contemplated as part of the contractor's compensation under the terms and conditions of section 2.15.5.

**2.20** Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the City due to unsuitable conditions at the tower.

**2.21 Equipment**

All trucks and other equipment must be in compliance with all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

Special note is brought to the contractor's attention that debris removal within waterways may require specialized equipment to reach and remove floating debris and/or debris jams within the portion of a waterway containing standing or flowing water.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the City.

**2.22** Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to

withstand severe operating conditions. The sideboards are to be constructed of two inch (2") by six inch (6") boards or greater and not to extend more than two feet (2') above the metal bed-sides. In order to ensure compliance, equipment will be inspected by authorized the City representatives prior to its use by the contractor.

**2.23** Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the proposer mix debris hauled for others with debris hauled under this contract.

**2.24** Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

**2.25 Traffic Control**

The contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices at all contractor work areas.

**2.26** The contractor shall provide qualified flag personnel where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

**2.27** Highways, streets, or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. Suitable warning signs shall be provided to properly control and direct traffic.

**2.28** All barricades, warning signs, lights, temporary signals, other protective devices, flag persons, and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time bids are received.

**2.29** The expenses incurred by the contractor for items listed in this request for proposal shall be contemplated under the terms and conditions of section 2.15.5.

**2.30 Damage to Public or Private Property**

The contractor is responsible for all damage, injury, or loss to any property and shall restore all disturbed areas to their original condition, including regrading, use of rye grass and permanent grass, and any other means determined to be necessary.

**2.31** The contractor's failure to restore damage to public or private property to the satisfaction of the City will result in the City withholding retainer money in an amount sufficient to make necessary repairs.

**2.32 Existing Utilities**

Some trees and debris which are to be removed under this contract may be blocked or

entangled with overhead power, telephone, and television cables. In this case, it shall be contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The contractor shall pay all such costs to the utility company for any adjustments.

**2.33** The contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately owned water and sewer facilities shall be made by the contractor.

**2.34 Environmental Protection**

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

**2.35** The contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and be approved by the City. The contractor shall comply in a timely manner with all directions of the City regarding the use of a water truck or other approved dust abatement measures.

**2.36** The contractor shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

**2.37 Documentation and Measurement**

Prior to beginning any work, the City, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the City, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized City representative each time it returns to work from other contracts or communities.

**2.38** The contractor is responsible for ensuring that all subcontractors maintain a valid driver's licenses, valid insurance, and business license; and that all of their equipment is legally fit for travel on the road.

**2.39** The contractor shall designate one (1) project manager. The representative shall provide a telephone number to the City with which he or she can be reached throughout the duration of the project.

**2.40 Load Tickers**

**2.40.1** Load tickets will be provided by the City or its representative for recording volumes of debris removal.

**2.40.2** Each ticket shall be of a type that consists of one (1) original and four (4) duplicates.

**2.40.3** Load tickets will be issued by an authorized representative of the City at the loading site. The City representative will keep one (1) copy of the ticket, and give four (4) copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four (4) copies to the City representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This

determination will be made by the City representative present at the dumpsite. The City representative will validate, enter the estimated debris quantity, and sign the tickets. The City will keep the original copy and the three (3) remaining duplicate copies will be returned to the vehicle operator for the proposer's records.

**2.40.4** The contractor shall give written notice of the location for work scheduled 24 hours in advance. This information will be shared with other response and recovery personnel operating in the area through situation reports and new releases when necessary.

#### **2.41 City Responsibilities**

City responsibilities will vary depending on the type and magnitude of the disaster. The City, at a minimum, will be responsible for the following:

- a) Coordination of collection activities with the contractor
- b) Suitable debris management site activities
- c) Promotion of debris management activities
- d) Educational materials
- e) Submittal of post-collection data reports
- f) Recruitment and coordination of volunteers
- g) Coordination with local police, fire, EMS and other appropriate agencies
- h) Provision of emergency contact information

#### **2.42 Proposal Format**

Proposals shall be submitted in the following format and include all requested the information in a concise submission package.

- a) Cover letter stating the intent of the Proposer for this event. Cover letter must include acknowledgement of all addenda issued for this proposal. If addenda are not acknowledged in the cover letter, proposals will not be considered further.
- b) Detailed description of methodology for providing debris management services as requested.
- c) Fee Proposals per instructions in Section III signed by responsible party.
- d) Proposed Schedule of DBE Participation and Non-Discrimination Statement.

#### **2.43 Basis of Award**

Proposals will be evaluated according to the following criteria and weight:

- a) Proposer's qualifications and experience, including compliance *(25 points)*
- b) Methodology of Providing Debris Management Services *(35 points)*
- c) Fees - Fee Proposals per instructions in Section III signed by responsible party. Fee proposals shall be in a separate, sealed envelope. Fee proposals or references to fees shall not be included in the body of the proposal. Inclusion of fees in the body of the proposal maybe grounds for rejection of that proposal *(20 points)*
- d) References *(10 points)*
- e) DBE participation goals *(10 points)*

A shortlist may be developed and interviews conducted with those proposers deemed to be most qualified. The City reserves the right to conduct interviews of any or all proposers at the City's discretion. The City also reserves the right to request a best and final offer (BFO)

and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

#### **2.44 Copies**

One (1) unbound, printed and signed original, one (1) copy on flash drive, and six (6) identical, printed copies of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

#### **2.45 Contacts**

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

#### **2.46 Satisfaction of DBE Goals; Good Faith Effort**

The City of Savannah desires that this project have the strongest possible participation of Disadvantaged Business Enterprises (DBEs). DBE firms must have a current certification with the Georgia Department of Transportation (GDOT) or an approved certifying agency. Proposers should embrace this goal and demonstrate meaningful DBE participation in the project as follows:

- A. Prime Contractor Level DBE Participation – Meaningful DBE participation may take the form of a teaming agreement, partnership, mentor-protégé relationship, joint venture, or similar relationship wherein the DBE partner shares in a significant portion of management responsibility and profit-making potential. The proposer shall:
  - a. Provide names of DBE firms that are part of prime contractor bid team.
  - b. Provide a copy of teaming, joint venture or other equivalent agreement(s) between parties on prime contractor bid team setting forth roles and responsibilities and profit-sharing arrangements.
  - c. Describe roles and responsibilities of each company and its employees.
  - d. Provide anticipated percentage of DBE participation for each participant on the team.
  - e. Provide letter of commitment from lead firm, addressed to the City of Savannah, regarding association with each participant on the prime contractor level team.
  - f. Provide letters of commitment from each DBE firm, addressed to the City of Savannah regarding association with lead firm.
  
- B. Sub-Contractor Level DBE Participation – The proposer shall provide a written plan for how it will ensure that DBE firms have the maximum possible opportunity to participate in prime and second tier sub-contracts that will be available in the completion of this project.
  - a. The plan should include the proposer’s best estimate of the percentage of DBE participation (based on subcontract values) it expects to be able to achieve in this project from subcontractors.

- b. The plan shall include estimated dollar amounts of subcontract values that are used to estimate an overall proposal from the proposer.

Points will be allocated based on each respondent’s proposed DBE goal, with the maximum points of four (4) being awarded to the respondent who submits the highest proposed DBE goal at the prime contractor level, and six (6) being awarded to the respondent who submits the highest proposed DBE goal at the sub-contractor level. Points will be allocated to each respondent by using the following mathematical calculation:

- i. In the case of the award based on the prime contractor level:

$$\frac{\text{Respondent's Proposed DBE Goal}}{\text{Highest Proposed DBE Goal}} \times 4 = \text{Weighted Score}$$

- ii. In the case of the award based on the sub-contractor level:

$$\frac{\text{Respondent's Proposed DBE Goal}}{\text{Highest Proposed DBE Goal}} \times 6 = \text{Weighted Score}$$

No proposals will be deemed non-responsive due to this factor.

**2.47 Hire Savannah Program Participation**

**2.47.1** 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.

**2.47.2** 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.

**2.47.3** 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.

**2.47.4** 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.

**2.47.5** 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.

**2.47.6** 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.

**2.47.7** If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

**2.48 References**

The contractor will provide the name, title, address, and phone number of at least five (5) customers where the proposed services have been utilized of similar size and nature of operation.

**2.49 Fees**

Proposer shall submit fees based on the detailed listing in Section 3 of the RFP.

**2.50 Acknowledgement of Addenda**

Vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. Addenda must be acknowledged in order for proposals to be considered, per Section 2.42.

**2.51 Contract Period**

This is an annual contract. Prices shall remain firm. The 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.

**2.52 Insurance Requirements**

Insurance Requirements are non-negotiable.

**2.52.1 Comprehensive General Liability**

Contractor shall carry comprehensive general liability on an occurrence form with no “x, c or u” exclusions with the following minimum limits:

- Each occurrence - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000
- Personal & Adv. Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis.

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

#### **2.52.2 Commercial Automobile Liability**

The automobile policy must include coverage for owned, non-owned and hired automobiles:

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

#### **2.52.3 Workers Compensation**

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law.

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

#### **2.52.4 Umbrella/Excess Liability**

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:



- \$1,000,000 per occurrence
- \$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate.

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate.

#### **2.52.5 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.

### SECTION III

#### FEE PROPOSAL

### **\*\*\*PROPOSALS MUST BE SUBMITTED ON THIS FORM IN A SEPARATE, SEALED ENVELOPE\*\*\***

- PLEASE REGISTER AS A CITY SUPPLIER AT [WWW.SAVANNAHGA.GOV](http://WWW.SAVANNAHGA.GOV).
- ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT.
- DUE TO THE NATURE OF THIS EVENT, ELECTRONIC PROPOSAL SUBMISSIONS WILL NOT BE ACCEPTED.

#### **Instructions:**

Fee proposals shall be submitted on this form in a **separate, sealed envelope** clearly marked on the outside as "*Fee Proposal for Storm Debris Removal, RFP Event #6481.*" Also include the name of the proposer on the outside of the envelope. Fee proposals will only be opened if after the initial evaluation, proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications.

**ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT [WWW.SAVANNAHGA.GOV](http://WWW.SAVANNAHGA.GOV). ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED.**

#### SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type –(As per Specification 2.21-2.25)	Hourly Equipment Rate
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator and Lighting	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	

Mobile Crane (Adequate for hanging limbs/leaning trees)	
Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List	
Labor Category	Hourly Labor Rate
Operations Manager w/Cell Phone and Pickup	
Crew Foreman w/Cell Phone and Pickup	
Tree Climber/Chainsaw	
Laborer w/Chain Saw	
Laborer w/small tools, traffic control, or flag-person	

**SCHEDULE 2 - UNIT RATE PRICE SCHEDULE**

Reference to Section No. 2.15 of the RFP

1.	Right-of Way Vegetative Debris Removal (Collect & Haul) Work consists of pick and transport of vegetative debris on the ROW to a CITY approved DMS or other designated disposal facility.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
2.	Right-of-way Construction & Demolition Debris Removal (Collect & Haul) Work consists of pick and transport of C&D debris on the ROW to a CITY approved DMS or other designated disposal facility.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
3.	Demolition, Removal, and Transport of Structures Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to demolish structures on private property.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
4.	DMS Management and Operations Work consists of the management and operation of DMS' for acceptance, management, segregation, and staging of disaster related debris.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
5.	Reduction of Storm Generated Debris by Grinding Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
6.	Reduction of Storm Generated Debris by Incineration Work consists of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
7.	Haul-out of Reduced Debris to Final Disposal Site Work consists of pick up and transport of reduced debris at a CITY approved DMS to a final disposal facility	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
8.	Removal of Hazardous Leaning Trees and Hanging Limbs Work consists of removing hazardous leaning or hanging limbs and placing them on the ROW for haul-off.	\$ Per Tree	Estimated Trees	Total
a.	12 inch to 23.99 inch diameter		1	
b.	24 inch to 35.99 inch diameter		1	
c.	36 inch to 47.99 inch diameter		1	

d.	48 inch and larger diameter		1	
	Hanger Removal (per Tree)		1	
9.	Removal of Hazardous Stumps Work consists of removing hazardous stumps and placing them on the ROW for haul-off.	\$ Per Stump	Estimated Stumps	Total
a.	24 inch to 35.99 inch diameter		1	
e.	36 inch to 47.99 inch diameter		1	
c.	48 inch and larger diameter		1	
10.	Household Hazardous Waste Removal, Transport, and Disposal Work consists of all labor, equipment, fuel, and miscellaneous costs necessary for removal, transportation, and disposal of Household Hazardous Waste	\$ Per Pound	Estimated Pounds	Total
			1	
11.	Abandoned Vehicle Removal Work consists of the removal of abandoned vehicles in areas identified and approved by the CITY and subsequently transported to a CITY approved staging area.	\$ Per Unit	Estimated Units	Total
			1	
12.	Animal Carcass Removal and Disposal Work consists of the removal of animal carcasses in areas identified and approved by the CITY and subsequently transported to a CITY approved staging area.	\$ Per Unit	Estimated Units	Total
			1	
13.	Right-of-way White Goods Debris Removal (Collect & Haul) Work consists of all labor, equipment, fuel, and miscellaneous costs necessary for removal, transportation, and disposal of White Goods.	\$ Per Cubic-Yard	Estimated Cubic-Yards	Total
			1	
14.	Freon Removal Work consists of the recovery and disposal of refrigerants from items containing Freon.	\$ Per Unit	Estimated Units	Total
			1	
15.	Asbestos Removal Work consists of all labor, equipment, fuel, and miscellaneous costs necessary for removal, transportation, and disposal of Asbestos.	\$ Per Cubic Yard	Estimated Pounds	Total
			1	
Total Estimated Contract Price				

**TOTAL PURCHASE PRICE PROPOSAL \$** \_\_\_\_\_

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

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

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

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

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

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

TELEPHONE: (\_\_\_\_) \_\_\_\_\_

Area Code

FAX: (\_\_\_\_) \_\_\_\_\_

Area Code

EMAIL: \_\_\_\_\_

I certify this proposal 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  
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS**

The City of Savannah actively encourages employment and participation of small and 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 disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established an open DBE goal for this project.

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 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of 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 DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE 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 DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days' notice prior to the Bid due date to DBEs 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 DBE 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 DBE listed in the completed form entitled "Proposed Schedule of DBE 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 DBE 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 DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE'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](http://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](http://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](http://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.

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Signature

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Title

## PROPOSED SCHEDULE OF DBE PARTICIPATION

Any DBE 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 DBE 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 DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

Name of Bidder/Proposer: \_\_\_\_\_ Bid No. \_\_\_\_\_

Project Title: \_\_\_\_\_

**NOTE: Proof of DBE 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)	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							%

**The undersigned will enter into a formal agreement with the DBE 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: \_\_\_\_\_

Disadvantaged Business Enterprise

GOOD FAITH EFFORT

\_\_\_\_\_  
Prime Company Name

\_\_\_\_\_  
Bid Date

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Event Number

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

If the bidder's method of compliance with the DBE 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 DBE or non DBE.

(Use additional sheets, if necessary)

List of:  
Subcontracting Opportunities

List of:  
Supplier Opportunities

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ Yes

Date of Listing \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_ No

Source \_\_\_\_\_

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

_____	_____
_____	_____
_____	_____

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

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

(2) Evidence of solicitation to prospective DBE 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.***



SECTION 01437  
DBE PARTICIPATION REPORT

**IMPORTANT NOTICES**

- The DBE 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 DBE requirements **and** a possible delay in monthly progress payments.
- The Prime Contractor/Consultant **may not change DBE firms without prior written approval of the City.** Contractors/Consultants may use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). Any unauthorized substitution of DBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- **Documentation providing proof of payments to DBEs 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 (\$) \_\_\_\_\_

DBE GOAL Open  This is the final project report. End Date: \_\_\_\_\_

DBE INFORMATION					DBE PAYMENTS			
APPROVED DBEs	DESCRIPTION OF WORK or SUPPLIES	DBE CONTACT PERSON	DBE CONTACT PHONE #	DBE CONTACT EMAIL	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

Total DBE Paid To Date: \$ \_\_\_\_\_ %

**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 DBE contract compliance.

SBO Compliance Coordinator \_\_\_\_\_ DATE \_\_\_\_\_

## INSTRUCTIONS TO CONTRACTOR/CONSULTANT

To receive credit toward contracted DBE 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 DBE 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. DBE Goals: Enter the contracted DBE 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. DBE Information: ONLY DBEs that have been verified and approved by the City of Savannah DBE Office, from the Prime Contractor's/Consultant's "Proposed Schedule of DBE 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. DBE Payments: Enter the actual amount of the subcontract agreement for each approved DBE, the date of any payments occurring within the report period, the amount of the payments to each DBE during this period and the total each DBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all DBE 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 DBE 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 DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). **Any proposed changes must meet established DBE goals and conform to contract regulations and DBE 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 DBE 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 "DBE 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 DBE 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 DBEs being counted toward the DBE goal (including the prime contractor/consultant, if it is a DBE 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 DBEs being utilized in meeting the project's DBE goals
- DBE invoices for payment related to the project
- proof of payment of DBE invoices related to the project

## HIRE SAVANNAH AGREEMENT

<b>Event #:</b>		<b>Event Name:</b>	
<b>Bidder/Proposer Name:</b>			

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.

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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](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.