



SECTION 4

SPECIFIC SPECIFICATIONS AND SPECIAL CONDITIONS

EVENT # 5337

SECURING STRUCTURES

- 4.0 The purpose of these specifications is to describe the requirements for the securing of vacant residential and non-residential buildings located throughout the City.

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 form included herein.

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

4.1 Scope of Services

The contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and shall perform and complete all work required for the cleaning out and securing of all structures as required under this contract, including the removal of all overgrown shrubbery, vegetation, or debris that causes unsightly appearance (excluding trees, shrub, sidewalks, curbs, and gutters) within the parcels of the assigned project areas in an efficient and workmanlike manner.

4.2 Detailed Specifications

- 4.2.1 All vendors should read these specifications thoroughly to gain a clear understanding of all requirements. When making a price quote, vendors should include all costs referred to under each section including all dumping fees, the cost of the insurance requirements, any landfill costs or fees, city license fees and taxes, rental costs of equipment, materials and supplies, and any other costs incurred when performing securing services.
- 4.2.2 The contractor will preserve in operating condition all active utilities traversing the areas where securing work is to be done, including project manholes, catch basins, valve boxes, poles, and other appurtenances; the contractor will repair damage to any utility resulting from above-stated securing work to the satisfaction of the City.
- 4.2.3 The contractor is obligated to notify the Property Maintenance Department, (912) 651-6770, of the date that it will start work on the property that has been scheduled for securing. The purpose of this notification is to allow the Property Maintenance Department an opportunity to perform a brief pre-inspection just prior to the commencement of securing the property. The contractor must notify the Property Maintenance Department before starting any work when it appears that the property

owner may have already begun to secure, repair, or demolish the structure.

4.2.4 Securing shall not commence until the following conditions have been determined:

- a) A pre-inspection has been conducted by The Property Maintenance Department.
- b) A notice to proceed has been issued by the City of Savannah Property Maintenance Department, Sanitation Bureau.

4.2.5 The contractor will take before and after photographs of the property assigned for securing and should reflect the conditions of the property before and after securing. The contractor will submit the photographs with requests for payment. Failure to submit photographs will be grounds for delayed or non-payment.

4.2.6 All trash, rubbish, litter, damaged/broken furniture, and debris found in or on the premises at the start of work, as well as that resulting from the securing activities (including rubble, concrete slabs, and foundation exposed above the ground level), or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the contractor. Debris shall be interpreted to include white goods, furniture, garbage, clothing, and other household objects. If the contractor has any question regarding what is or is not considered debris, the contractor should contact the Property Maintenance representative. Receipts for disposal shall be kept on file at the contractor's office and shall be available for City inspection during normal business hours. The contractor shall keep the premises and public rights-of-way reasonably clear at all times. No materials or debris will be burned by the contractor on the premises without prior Fire Department approval and supervision.

4.2.7 Except in emergencies all work shall commence within five (5) days of the City notifying the contractor of the work to be completed.

4.2.8 All building securing work shall be completed within seven (7) working days after the departmental notice to proceed is issued.

4.2.9 In the event that the contractor fails to commence or complete the assigned securing as specified, the City reserves the right to reassign the contract for completion to another contractor.

4.2.10 The successful vendor must provide a current authorization for dumping at a licensed landfill or other licensed waste disposal facility. If the vendor ceases to be in good standing with these facilities, this contract shall be canceled and awarded to the next lowest responsible bidder.

4.2.11 The contractor must have demonstrated experience in the securing of unsafe buildings to bid on this contract. Proof of experience must be indicated by completing and returning Attachment 1, Reference Information form.

4.2.12 The City reserves the right to cancel any contract, without penalty, up to and after the work has begun. The City further reserves the right to bid special securing projects of the following type:

- Emergencies
- Projects expected to cost over \$5,000
- Very large commercial or residential buildings judged to be beyond the capability of the successful bidder.

4.3 Minimum Specifications to Secure, Clean, and Close Properties

- 4.3.1 All windows and doors, except the front door, through which access to the interior of the dwelling is made, shall be secured in accordance with the specifications. All window boards will be fit to screen inset molding. Bolts shall be spaced to enter above and below the window sash when centered for double hung windows.

Three sixteenths inch ($3/16''$) thick, or greater, clear polycarbonate material shall be cut to fit into the openings to include windows and doors. Fasteners shall be with security style screws. Where required, openings in excess of 48" wide shall be framed with two inch (2") x four inch (4") three (3) lumber and plywood or equivalent material fastened 24" on center onto the frame utilizing bracing bars installation tactics, two bracing bars, carriage bolts, etc.

The material must be transparent to allow for visibility of the property and to prevent entry from unauthorized persons.

- 4.3.2 The contractor must secure one door (preferably the front or main entrance) with hinges and padlock(s) to ensure the ability of Property Maintenance Department or the owners to enter the structure. The Property Maintenance representative must be provided with a copy of the key to the padlock.
- 4.3.3 All two inch by four inch (2" X 4") interior wood stock shall be padded with permanently attached carpet type material minimum four inch by eight inch (4" X 8"). Padding shall be adjusted to prevent damage to interior walls and wood trim.
- 4.3.4 Closure (see attached diagram, Exhibit A)
- 4.3.5 **Clean interior:** Remove all trash and debris. Correct any unsanitary conditions such as stopped-up commodes. See Section 4.2.6
- 4.3.6 **Cleaning exterior:** Remove all trash, debris, and junk from premises, including under structure. The contractor must cut any grass in excess of ten (10) inches high. Premises should be clean and reasonably neat when job is finished.
- a. **Mowing, Edging, and Trimming:** All areas shall be mowed with sharp mower blades at all times to provide a quality cut. Clippings will be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings shall be distributed by mechanical blowing or collected and removed by the contractor. Sidewalks, fences, driveways, and other surfaced areas bordered by grass will be edged. The contractor will clean all clippings from sidewalks, curbs and roadways immediately after mowing and/or edging. Clippings will not be swept, blown, or otherwise disposed of in sewer drains. All of the identified property is to be cleaned up to the curb or lane. No accumulated debris may be left by contractors on or near assigned lots, lanes, public right of way, unauthorized trash can or dumpster.
 - b. No tree or potential tree of three quarter inch ($3/4''$) diameter or more will be cut with the exception of pine seedlings which shall be cut if at all possible.
 - c. Vegetation and underbrush shall be cut if within 150 feet from any building, structure, recreational area (not including the width of any intervening street) or within 125 feet from a street right of way, unless otherwise directed by the Senior Properties Inspector. All other areas will be cut to a height of not greater than three inches (3").

- d. Injury to property or any surrounding property shall be reported immediately to the Property Maintenance Department Director/Administrator.

4.3.7 At its option, the City may request the contractor to apply a defoliant to the property or a portion of the property in order to prevent the growth of vegetation.

4.3.8 Where under skirting has been breached, the hole shall be secured.

- a. Frame hole with ground contact two inches by four inches (2"x4").
- b. The lower horizontal frame must be three (3) inches off ground to allow for ventilation.
- c. Frame shall be bolted to the width of masonry.
- d. Every opening larger than one (1) square foot in area that is located less than eight feet (8') above the ground or that is accessible from ground level or within eight feet (8') in any direction of an exterior stairway, fire escape, or other means of access shall be closed with a polycarbonate material. The material must be transparent to allow for visibility of the property and to prevent entry from unauthorized persons.
- e. Paint one (1) coat exterior primer to match windows and doors.

4.4 **Removal of Debris**

4.4.1 Prior to securing of structure, the contractor shall remove, and properly dispose of, all debris and trash including such items as refrigerators or stoves. Furniture or other personal property that is in good condition shall remain. Abandoned vehicles will be removed by the Property Maintenance Division at the City's expense.

4.4.2 The contractor must provide on-site construction containers in an amount adequate to insure that all debris is properly containerized while on site.

4.4.3 The contractor must provide barricades, flashers, and other necessary safety equipment during all times of securing and debris removal.

4.5 **Damages**

4.5.1 Repair of all damage done to sidewalks, driveways, curbs, fences, streets, fire hydrants, street and traffic signs, light standards, or adjacent structures shall be at the contractor's expense.

4.5.2 If the contractor refuses or fails to perform the work with such diligence as will insure its completion within the time specified in these contract documents, the City, by written notice to the contractor, may terminate the contractor's right to proceed with the work. Upon such termination, the City may take over the work and perform the same to completion, by the contract or otherwise, and the contractor and his sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work, and the contractor shall also be liable to the City for liquidated damages for any delay in the completion of the work in the amount of \$50.00 per day.

4.6 The successful bidder may not subcontract any part of the work covered by this contract without prior written approval of the City.

- 4.7 The City reserves the right to cancel any contract if and when it feels services rendered are unsatisfactory. The City shall be the sole judge in this matter.
- 4.8 This bid package contains four (4) separate components which must be quoted individually as well as part of the total securing component.
- 4.8.1 Securing - This includes securing all windows and doors to meet specifications plus sweeping out inside of structure, cutting all overgrown grass and shrubs, removing cut vegetation and raking out underneath the structure. This may include incidental trash or debris removal.
- 4.8.2 Re-securing of windows - to meet specifications using polycarbonate
- 4.8.3 Re-securing doors - to meet specifications using polycarbonate
- 4.8.4 Securing under skirting - to meet specifications.
- 4.9 **Photographic Evidence:** The contractor shall take color digital photos of all property immediately prior to beginning work and again immediately after the work has been completed. The dates on these photos must be the same. Large projects requiring more than one day to complete should have photos of interim stages to document the need for additional time. Photographs must include a fixed object that can be used to identify the property. The same fixed objects must appear in both the before and the after photos with the same angle and scale. Property identification number (PIN) of the photographed property must be displayed on all the photos as well as the term “before” or “after” as applicable. These dated photos will be turned into the Securing Program Manager with the completed work package. It is the contractor’s responsibility to provide a digital camera capable of at least four (4) mega pixels with image resolution of 1280 x 1224 that adds date stamp on face of picture. Handwritten date/time will not be accepted.
- 4.9.1 Measuring implements: A measuring device approved by the Property Maintenance Department must be used in photographic evidence, to clearly distinguish the height of the grass/weeds on the parcel to be mowed.
- 4.9.2 Printer: The contractor is required to have access to a high capacity color printer capable of 200 imprints.
- 4.10 **Qualifications/References:** The vendor must be able to demonstrate the successful completion of projects with a similar scope of work. The vendor shall supply a minimum of three references (including company name, contact person and phone number) for whom s/he has completed similar projects. References must be submitted in order for the bid to be considered. See Attachment 1.
- 4.11 This contract will be awarded to the vendor(s) offering the lowest net price per square foot, and meeting or exceeding all specifications herein. The City also reserves the right to appoint a primary, secondary and tertiary vendor if deemed advantageous. The primary, secondary, and tertiary vendors may be assigned securing projects at the same time in order to expedite the enforcement process.
- 4.12 This is an annual contract and prices are to be held firm. The first term will begin on the date of award and will end on December 31, 2018. All renewal options, if exercised, shall begin on January 1

and shall end on December 31 of each subsequent year. This contract may be renewed for three (3) additional one (1) year periods at the same terms and conditions upon mutual agreement of the contracting parties.

5.0 **General Specifications**

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

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

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

5.2 The successful vendors shall include the following items on all City invoices:

- a. The total number of square feet in the building(s) to be secured. This will be agreed upon prior to notice to proceed.
- b. The contract price per square foot, no more than the maximum allowable amount based on opening size. Measurements shall be reflected on the invoice to qualify the cost.
- c. The total price of the job.
- d. The location of the structure to be secured.
- e. Invoices are to be submitted within ten (10) days after completion of work.
- f. Before and after photographs of job as specified in section 4.2.5.
- g. Under no circumstances shall the contractor submit an invoice for payment prior to the completion of work.

Failure to provide the information specified above shall delay payment.

5.3 Original invoices should be sent to:

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

5.4 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued in connection with this event must be

acknowledged in the bidder's response in order for the bid to be considered.

6.0 Insurance Requirements

6.1 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 & Advertising 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 thirty (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

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

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

6.4 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:

- \$5,000,000 per occurrence
- \$5,000,000 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 thirty (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

6.5 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.

EXCEPTION SHEET
BID # 5337

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

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

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

EVENT NUMBER: 5337

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. IF SUBMITTING A BID PROPOSAL MANUALLY, IT MUST BE SUBMITTED ON THIS FORM.

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

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

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

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

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

Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please complete the attached schedule of M/WBE participation. Also complete the schedule if you will be using any M/WBE suppliers.

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

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	SECURING – Price to include all costs incurred in performing securing properties per the specifications using ¼ inch polycarbonate. To include windows and doors	25,000 sq. ft.		
2	RE-SECURING WINDOWS: Per specifications using ¼ inch clear impact resistant polycarbonate	20 each		
3	RE-SECURING DOORS: Per specifications using ¼ inch polycarbonate	25 each		
4	SECURING UNDERSKIRTING – Per specifications using ¼ inch polycarbonate	100 sq. ft.		

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS
 (Minimum of 10 working days must be allowed for discount to be considered in bid award)

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

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

TOTAL NET BID \$ _____

HAVE YOU INCLUDED ATTACHMENT 1 WITH YOUR BID? _____

CAN YOU MEET THE INSURANCE REQUIREMENTS AS STATED IN THESE SPECIFICATIONS? _____

ADDENDA ACKNOWLEDGEMENT

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

 Signature Date

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

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

 Please Print Name Authorization Signature Date

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

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

Signature

Title

PROPOSED SCHEDULE OF M/WBE PARTICIPATION

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

Name of Proposer: _____ Event No. 4050

Project Title: _____

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

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

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

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

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____ Date _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

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

Developing a Strong M/WBE Participation Plan

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

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

ATTACHMENT 1

REFERENCE INFORMATION FORM

As stated in section 4.10: The vendor must be able to demonstrate the successful completion of projects with a similar scope of work. The vendor shall supply a minimum of three references (including company name, contact person and phone number) for whom s/he has completed similar projects. This attachment must be included in proposal in order to be considered.

Name of Company _____
Address _____
Phone Number _____
Contact Person _____
Service Provided _____
Years of Service _____

Name of Company _____
Address _____
Phone Number _____
Contact Person _____
Service Provided _____
Years of Service _____

Name of Company _____
Address _____
Phone Number _____
Contact Person _____
Service Provided _____
Years of Service _____