

# Compare Responses

Event #: 7076

Event Name: 1-Megawatt Trailer Mounted Portable Generator

Number Of Lines: 2

Status: Pending Award

<p>Performance Evaluation Score</p> <p>Supplier Total Bid Amount</p> <p>Total Event Score</p>	<p>Yancey Power Systems</p> <p>Don Crump</p> <p>(Award All valid only when output is same for all lines)</p> <p>631,234.00</p> <p><i>- Docking Station</i></p>
<p>Line 1: Open: MEGAWATT TRAILER MOUNTED PORTABLE Output: No Output</p> <p>Award Quantity 0.0000</p> <p>Line Quantity 1.0000 EA</p> <p>Unit Price</p> <p>Extended Price</p> <p>Total Line Score</p> <p>Delivery Date</p> <p>UOM Detail</p> <p>Vendor Item</p> <p>Vendor Item Description</p>	<p>0.0000</p> <p>1.0000</p> <p>590,348.00000</p> <p>590,348.00</p>
<p>Line 2: Open: TRYSTAR GENERATOR DOCKING STATIO Output: No Output</p> <p>Award Quantity 0.0000</p> <p>Line Quantity 1.0000 EA</p> <p>Unit Price</p>	<p>0.0000</p> <p>1.0000</p> <p>40,886.00000</p>

*Docking Station Will Not Be Purchased At This Time*

Compare Responses continued...

Extended Price		40,886.00
Total Line Score		
Delivery Date		
UOM Detail		
Vendor Item		
Vendor Item Description		

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department  
301 W. Oglethorpe Avenue  
2nd floor  
Savannah, Georgia 31401  
ATTN: Purchasing Director

EVENT NUMBER: 7076

Business Location: (Check One)  
 Chatham County  
 City of Savannah  
 Other

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

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

Name of Bidder: Yancey Power Systems

Street Address: 259 Lee Industrial Blvd

City, State, Zip Code: Austell, GA 30168

Phone: 770-941-2424 Fax: 770-941-2411

Email: craig\_smith@yanceybros.com

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

FROM WHAT CITY/COUNTY Austell / Cobb  
TAX CERTIFICATE #: 20099017344 FED TAX ID #: 58-0515740

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

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

**ADDENDA ACKNOWLEDGEMENT**

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

  
 \_\_\_\_\_  
 Signature

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

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

ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	1 Meg Trailer Mounted Portable Generator	1 each	590,348.00	590,348.00
2	Trystar Generator Docking Station	1 each	40,886.00	40,886.00

TOTAL BID \$ 631,234.00

**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 \$ 631,234.00

TIME REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER: TBD DAYS

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

Daniel Carpenter  
Please Print Name

[Signature]  
Authorization Signature

5/16/12  
Date

**EXCEPTION SHEET**

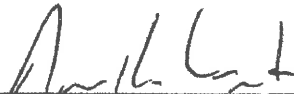
Event #7076

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:

See Attached Yancey Power Systems Quote 19MCS0621-01

5/6/12  
Date

  
Signature  
Yancey Power Systems  
Company  
Power Group Manager  
Title



**Yancey Power Systems**  
 259 Lee Industrial Blvd.  
 Austell, GA 30168-7406  
 770.941.2424 tel  
 770.941.2411 fax  
 877.278.6235 toll free  
 www.YanceyPower.com

## Quotation # 19MCS0621-01

**Project:** Trailer Mounted Portable Generator #7076

**Date Issued:** May 07, 2019

**Expiration:** June 07, 2016

Page # 1 of 2

1. 1 Meg Trailer Mounted Portable Generator
  - a. 2009 CAT APS1000kw 2018 Refurbished 0 Hours Serial SXC05107 Subject to Prior Sale
  - b. 2018 REFURBISHED - FACTORY REMANUFACTURED XQ1000 POWER MODULE, CAT C32 TIER 2, CAT EMCP 4.4 CONTROL PANEL, AUTO START/STOP, SAFETY SHUTDOWNS, CAT SR5 PERMANENT MAGNET 2-BEARING 1424 FRAME PRIME POWER 105 DEGREE C GENERATOR WITH SPACE HEATER, DUAL VOLTAGE LINK BOARD FOR 208V, MANUAL PARALLELING WITH SYNCH LIGHTS AND LOAD SHARING GOVERNOR, JACKET WATER HEATER, DUAL 24V STARTER, 45 AMP ALTERNATOR, 10 AMP BATTERY CHARGER, DUAL ELEMENT AIR CLEANERS, 30 FT SOUND ATTENUATED CONTAINER, 1000 GAL FUEL TANK, TANDEM AXLE TRAILER, CAT 12 MONTH WARRANTY.
  - c. Delivery 8 weeks after PO and credit approval
  - d. **NET PRICE: \$ 590,348.00 w/o tax Subject to Prior Sale, only unit available in US**
2. Trystar Generator Docking Station
  - a. SBDS-253P-LLM-JK2, 2500Amp, 208V, Trystar Single Breaker Docking Station
  - b. TSPC40BK50-MF-BRBW-SET, 6 each sets of 4 - 4/0 Cable
  - c. TSPC40BK50-GNM-GNF, 3 Ground Cables
  - d. Delivery 12 weeks after PO and credit approval
  - e. **NET PRICE: \$ 40,886.00 w/o tax**
3. Optional 570kva Trailer Mounted Portable Generator
  - a. Factory new CAT XQ570
  - b. Delivery 36 weeks after PO and credit approval
  - c. **NET PRICE: \$ 291,713.00 w/o tax**

**Other Services Provided by Yancey Power Systems Included for this project:**

- ◆ Project Management
- ◆ Delivery to job site (offloading & installation by others)
- ◆ Operation and Maintenance Manuals: 1 Sets

**CLARIFICATIONS**

- 1). General exception is taken to any other specifications and drawings not available at time of quotation. Equipment supplied will be limited to that described in this proposal.
- 2). All included testing is performed by factory certified genset technicians-no NETA testing is included.

**Price DOES NOT include the following:**

- State and local sales tax
- Fuel for startup and testing

Start-Up, Testing, & Training to be performed during normal business hours unless specifically indicated otherwise. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Yancey Power Systems is not responsible for occurrences beyond our control. This quotation is made subject to Yancey Power Systems Standard Terms and Conditions.

Thank you for your request and for your consideration of this quotation.

ACCEPTANCE:

BY YANCEY POWER SYSTEMS

\_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

4/13



**Yancey Power Systems**  
259 Lee Industrial Blvd.  
Austell, GA 30168-7406  
770.941.2424 tel  
770.941.2411 fax  
877.278.6235 toll free  
[www.YanceyPower.com](http://www.YanceyPower.com)

## Quotation # 19MCS0621-01

**Project: Trailer Mounted Portable Generator #7076**

**Date Issued: May 07, 2019**

**Expiration: June 07, 2016**

Page # 2 of 2

### Standard Terms and Conditions -V1

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these terms and conditions. Credit sales likewise are subject to credit approval. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Yancey Power Systems ("Company") unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these terms and conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate as permitted by law, and any payments will be applied first to service charges due. If Company deems that, by any reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, epidemics, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. factory. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received "in good order" receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials are as close to actual as predictable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may, with the express written consent of Company, make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equally adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect such changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses or expenses in connection with or by reason of its use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors, or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the right to cancel this sales transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for reworking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financial Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant the Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall at its expense protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to, liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.
13. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of the equipment, Buyer agrees to reimburse Company for its reasonable attorney's fees and court costs incurred in connection therewith.
14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.
15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.
16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.  
Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.  
Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.
17. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products, however, Company recognizes that its products are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.
18. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system of equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.
19. **NONASSIGNMENT.** This order may not be assigned by Buyer, in whole or in part, without Company's prior written consent.
20. **ENTIRE AGREEMENT AND AMENDMENT.** This Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise, or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.

**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 not established a DBE goal for this project, however DBE participation is always encouraged.

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

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)

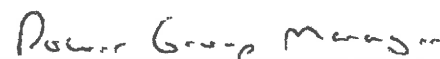
**Small Business Assistance Corporation** maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 232-4700 or visit the website at [www.sbacsav.com](http://www.sbacsav.com)

## 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.

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

**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.

686717

EEV / Basic Pilot Program\* User Identification Number

BY:

Yancey Power Systems  
Contractor Name

5/6/18  
Date

[Signature]  
Signature of Authorized Officer or Agent

David K. Carpenter  
Printed Name of Authorized Officer or Agent

Power Group Manager  
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://verify.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 David K Carpenter. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) X 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

[Signature] 5/6/19

Printed Name:

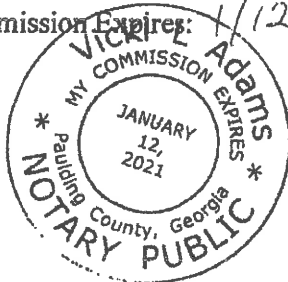
David K Carpenter

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
6<sup>th</sup> DAY OF May, 2019

\* \_\_\_\_\_  
Alien Registration number for non-citizens.

Notary Public

My Commission Expires: 1/12/21



***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.