



TOWING OF CLASS II AND CLASS VII VEHICLES

EVENT NO. 5562

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract for various towing and/or vehicle handling requirements for Class II and Class VII vehicles for the City of Savannah.

To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A pre-bid conference has been scheduled to be conducted at the Purchasing Office, 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 General Towing Specifications

The successful vendor(s) shall be required to submit the following upon award:

- a. Proof of insurance as outlined herein
- b. A copy of their City of Savannah Automotive Wrecker Service, towing business license.
- c. A list of tow truck drivers along with a copy of their driver's licenses.

- 4.2 All vendors must submit a list of the wreckers that will be utilized under this contract with their bid. This list must include the vehicle license plate numbers along with the street maintenance decal color and number; gross vehicle weight and winch capacity.
- 4.3 Under normal circumstances, no City of Savannah mechanic will be sent to the site of the tow.
- 4.4 Use of a car carrier: The successful vendor may use a car carrier, at its discretion, within the vehicle manufacturer's approved limitations. There may, however, be no pricing adjustment.
- 4.5 Towing requests shall be anticipated at any hour. The vendor must respond to all calls from the City for towing services within 60 minutes. If the vendor cannot be reached by telephone, the City will call a wrecker service of its choice to provide the necessary service. The contract vendor shall be required to pay full cost of the non-contract towing service as a penalty for failure to perform.
- 4.6 The successful vendor may be allowed to provide alternative service (i.e. sub contract). Frequent use of a subcontractor may demonstrate on the part of the vendor, an inability to meet the City's needs and, as such, may result in termination of the contract.

- 4.7 All wreckers used in towing City vehicles must carry the following at all times:
- a. Fire extinguisher
 - b. Chains
 - c. Dollies
 - d. Proper emergency lighting or flares for on the scene work
 - e. Shovel
- 4.8 All wreckers should be dispatched by two-way radio or a radio-type paging system. The equipment must be in good, reliable condition. Brakes, lights, signals, and hoisting equipment must be in good condition to assure safe tows up to the rated capacity of the towing unit.
- 4.9 While towing equipment need not be reserved exclusively to meet City towing requirements, the towing contractor must possess, or have access to, sufficient towing vehicles to assure that it can meet City needs promptly and with the proper type of equipment.
- 4.10 The vendor must be staffed with sufficient numbers of qualified tow truck operators capable of responding on an immediate basis without delay to City requests for towing service 24 hours a day, seven (7) days a week. There should be minimal delay on concurrent calls. Illness, inability to contact qualified operators, out of service equipment, and/or inadequate equipment will not be accepted as justification for excessive delay in response or damage to towed equipment.
- 4.11 All tow truck operators must be equipped and qualified to perform such tasks as release of spring-set/air-release parking brakes, axle shaft removal, drive-shaft U- joint separation, rigging, and other similar tasks frequently encountered in the recovery of wrecked and/or disabled vehicles. Performance of these tasks is to be considered part of the towing consideration. Vendors should assume that this work may be necessary on all tows and therefore factored into the vendor's bid price.
- 4.12 The successful vendor shall hold the City harmless from any and all claims for damages arising out of any and all acts performed under the terms of this agreement.
- 4.13 The successful vendor must maintain a record of all transactions with the City for three (3) years.
- 4.14 The successful vendor will be required to respond to calls 24 hours a day, 365 days per year (including all holidays).
- 4.15 All vehicles used in completion of this contract must have affixed to the passenger side of the windshield the appropriate street maintenance decal. City of Savannah personnel reserve the right to inspect all vehicles for compliance.
- 4.16 All vendors are required to abide by the State of Georgia Code Section: Title 46, and the City of Savannah Code, Part 6, Chapter 1, Article P.
- 4.17 The successful vendor will, under no circumstances, transport any City employee to or from the site of a tow.
- 4.18 Occasionally, special handling requirements may arise involving vehicles and/or situations not covered specifically in these specifications, i.e. up-righting an overturned vehicle, etc. These requirements shall be contracted for on an as-needed basis with price being agreed upon prior to the handling.
- 4.19 Unit pricing for tows shall be firm regardless of distance of tow, except as stated herein.

- 4.20 This contract covers all tows within the Chatham County limits. Tows outside of the Chatham County limits shall be contracted for on an as needed basis with the price being agreed upon prior to the tow.
- 4.21 The City of Savannah reserves the right to inspect the premises of any and all bidders.
- 4.22 Cleanup Requirements: The contractor shall equip each wrecker on duty with a broom, shovel, and powdered or granulated absorbent. The contractor's operators shall sweep and remove any and all broken glass and/or other debris, and shall treat with absorbent and remove minor oil, fuel, hydraulics, or other spills when a vehicle is removed from a City street or other public right-of-way or property, thus leaving said street, right-of-way, or property in a condition safe for vehicular and pedestrian traffic.
- 4.23 Towing Methods - Avoiding Damage
- In towing or transporting any vehicle in response to a call, the contractor shall diligently avoid damaging the steering and suspension system, drive train, bumpers, body, frame, or any other vehicle part. The contractor shall be responsible for knowing and using proper methods to remove vehicles of various designs. The contractor shall be responsible for negligent damage to any towed vehicle, but shall not be responsible for damage which is beyond the contractor's control.
- 4.24 The successful vendor must perform all necessary services to ensure the safe towing of the vehicle. These services for Class II must include but not be limited to, uncoupling and securing of drive shafts, securing lift forks on Commercial Refuse trucks, and securing broom and nozzle mechanisms on street sweepers. These services must be included in the bid price.
- 4.25 Towing Equipment Requirements
- Contractor shall be capable of handling both light and heavy loads and shall have in active service the following categories of commercial wreckers:
- a. Light duty wrecker: A light duty wrecker is defined as one of 8,000 pounds minimum gross vehicle weight with 5,000 pounds power winch and boom. A commercial type rollback may be substituted for a light duty wrecker.
 - b. Heavy duty wrecker: A heavy duty wrecker is defined as one of 10,000 pounds minimum gross vehicle weight with 10,000 pounds power winch and boom.
 - c. Extra Heavy Duty Wrecker: An extra heavy duty wrecker is defined as one of 30,000 pounds minimum gross vehicle weight with a 30,000 pound winch, crane, and boom.
- 4.26 Marking and identification of wrecker: The contractor shall display in a conspicuous manner on each side of each of its wreckers signs showing the name, address, and telephone number of its business. Such signs shall be permanently affixed to each door, and shall be either professionally painted or manufactured decals. Proportionate lettering shall be no smaller than six inches (6") for the company name and four inches (4") for the telephone number and street address. Lettering shall be in a color which contrasts with the vehicle color so as to be plainly visible.
- 4.27 Tow Rates
- The flat rate per tow shall include any work necessary to complete the tow. The City will accept no additional charges for use of a second truck or a helper. Neither will there be any additional charges for time spent. This is a flat rate tow charge.

- 4.28 Bugged vehicles: A bugged vehicle is defined as one stuck in the dirt or mud. The City of Savannah will pay one flat towing fee to remove a bugged vehicle. Should the vehicle be disabled and unable to run after being freed, the City will pay an additional one-half of the flat rate towing fee to tow the vehicle.
- 4.29 If the successful vendor cannot remove a vehicle from a bog within two (2) hours of dispatch, it may notify the City of the necessity of calling other equipment. In this instance the City will pay for one flat rate tow.
- 4.30 Categories of Tows:
- 4.30.1 Class II - trucks, vans, buses, street sweepers, garbage trucks, and large dump trucks.
- 4.30.2 Class VII - fire trucks and vac-trucks.
- 4.30.3 It is expected that many tows will require use of an under-lift system to avoid vehicle damage. The successful bidder must use such a system when needed to ensure a damage free tow.
- 4.31 Flat Tire Repair: The successful vendor will be required to respond to City calls for flat tire repair for City police vehicles. In general, these calls will be during times that the City's maintenance facilities are closed and will be for sedans and light trucks. Flat tire servicing will generally be limited to removal of the flat tire and replacement with a spare. Response time shall not exceed 30 minutes.
- 4.32 Insurance Requirements

4.32.1 Comprehensive General Liability

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

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

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

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

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

4.32.2 Commercial Automobile Liability

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

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

4.32.3 Workers Compensation

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

Minimum employer's liability limits:

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

Contractor will provide a Certificate of Insurance reflecting required coverage.

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

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

4.32.4 Umbrella/Excess Liability

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

Minimum limits:

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

Contractor will provide a Certificate of Insurance reflecting required coverage.

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

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

4.32.5 General

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

Any modifications to specifications must be approved by the City

4.33 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

5.0 General Conditions

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 M/WBE Participation
- Other submittals as stated

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

5.2 Original invoices should be sent to:

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

5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.

5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.

5.5 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

EXCEPTION SHEET

Event #5562

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: 5562

Business Location: (Check One)

☐ Chatham County
☐ City of Savannah
☐ Other

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

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

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

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

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

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

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.

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.

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	CLASS II TOWING (ALL INCLUSIVE AND MEETING SPECS)	200 EA		
2	FLAT TIRE SERVICES, CLASS II (ALL INCLUSIVE AND MEETING SPECS)	180 EA		
3	CLASS VII TOWING (ALL INCLUSIVE AND MEETING SPECS)	25 EA		
4	FLAT TIRE SERVICES, CLASS VII (ALL INCLUSIVE AND MEETING SPECS)	25 EA		
5	BOGGED VEHICLE FEE	10 EA		

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

\$

=====

DO YOU HAVE THE REQUIRED INSURANCE? _____

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. _____

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.

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

* * * * *

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20____

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.