



AGREEMENT

BUYER (Referred to as "The City")

The Mayor and Aldermen of the City of Savannah
2 East Bay Street
Savannah, GA
Phone: 912-651-6427
Attention: Brittany Gashi
Buyer Contract Number: 904

CONTRACTOR

XYLEM WATER SOLUTIONS USA
14125 South Bridge Circle

Charlotte, NC 28273
704-409-9814

jay.jordan@xyleminc.com
Tax Id: 45-2080074
Attention:

GENERAL INFORMATION

Contract Description: Flygt Annual Agreement
Effective: August 30, 2018 - August 29, 2019
Contract Type: ANNUAL CONTRACT GOODS & MATERIALS
Contract Subtype:
Contract Classification: ANNUAL CONTRACT
Contract Subclassification:
Maximum Dollar Amount of this contract: \$ 350,000.00

1. Cover Letter for OTP & A/C

a) Invitation to Bid

This letter extends to your firm an invitation to submit a bid to supply the City of Savannah (the "City") with equipment, supplies, and/or services as described. Sealed bids will be received in the City's Purchasing Division, 1375 Chatham Parkway, second floor, Savannah, Georgia 31405, until the event closing date at 1:30 p.m (EST). Bids will be opened and publicly read. Bids not received in the Purchasing Division the time and date specified will not be opened. Bidders are encouraged to review Section 1.3 How to Submit Bids. The City reserves the right to reject any and all bids and to waive formalities.

Instructions for preparation and submission of a bid are contained in the attached packet. Please note that specific forms for submission of a bid are required. Bids must be typed or printed in ink. If you choose not to submit a bid, no further action is required.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the City will issue a written addendum to document all approved changes. Any bid submitted which does not acknowledge the receipt of an addendum will not be considered.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City affirmatively works to encourage utilization of disadvantaged business enterprises in its procurement activities. The City provides equal opportunities for all businesses and does not discriminate against any bidders regardless of race, color, religion, age, sex, national origin or handicap. A "disadvantaged business enterprise" (DBE) is defined as "[an] entity certified as a DBE by any federal or state agency. To become certified, a company must be a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. Further, companies must meet all other eligibility requirements as set by the U.S. Department of Transportation."

A bid from your firm will be appreciated.

POST OFFICE BOX 1027
SAVANNAH, GEORGIA 31402
PHONE (912) 651-6425
TDD (912) 651-6702 FAX (912) 651-6855
WWW.SAVANNAHGA.GOV

2. Instructions to Bid

a) Purpose

The purpose of this document is to provide general and specific information for use by bidders in submitting a bid to supply the City with equipment, supplies, and or services as previously listed. All bids are governed by the Charter and Code of the City.

b) 1.2 How to Prepare Bids

All bids:

(A) If submitted manually, shall be prepared on the forms enclosed herewith, unless otherwise prescribed.

(B) If submitted manually, shall be typewritten or completed with pen and ink, signed by the bidder or his authorized representative, with all erasures or corrections initialed and dated by the official signing the bid. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

(C) If permitted to be submitted electronically via the City's webpage supplier portal, bids shall be submitted in accordance with the instructions detailed in the instructions and terms of use posted on the City's webpage. Bidders are encouraged to review carefully all provisions and attachments of this document prior to completion. Each bid constitutes an offer and may not be withdrawn except as provided herein. Also, prices are to remain firm for the period stated herein.

c) 1.3 How to Submit Bids

It is recommended that the supplier submit its response as early as possible to avoid responses not being received on time.

All bids shall be:

(A) If bids are submitted manually, submitted in a sealed opaque envelope, plainly marked with the bid number and equipment, supply and/or service description as previously listed.

(B) If submitted manually, mailed or delivered as follows in sufficient time to ensure receipt by the

Purchasing Division on or before 1:30 P.M. (EST) on the date specified in the web page listing for this event.

(1) US Postal Service Standard Mailing Address: Purchasing Division, Post Office Box 1027, Savannah, Georgia 31402. It is the bidder's responsibility to ensure that the bid is delivered to the Purchasing Division prior to the deadline for bids. It is not enough for the bid to be delivered to the post office box. While the City generally collects mail from the post office box once daily, a bidder submitting to the post office box does so at its own risk. Bids may also be mailed to the Purchasing Division's physical address of 1375 Chatham Parkway, 2nd floor, Savannah, Georgia 31405. It is the bidder's responsibility to ensure that the bid is delivered to the Purchasing Division prior to the deadline for bids.

(2) Hand or Overnight/Express Delivery Address: Purchasing Division, 1375 Chatham Parkway, 2nd floor, Savannah, Georgia 31405.

(3) Bids, other than those requiring bonds, unable to be mailed, express mailed, or hand delivered by the time indicated, may be faxed as a last resort to the Purchasing Division the day of the bid due date at the bidder's own risk. The fax number is (912) 651-6855. Bidders are cautioned to verify receipt of the fax transmission by calling the main office phone at (912) 651-6425. The time of receipt is based upon the bid being received in its entirety prior to bid opening and time stamped by the Purchasing Division. No other time stamp, i.e. fax machine time, will be accepted.

(4) Bids not received in the Purchasing Division by the time and date specified in the solicitation will not be opened.

(C) If bids are permitted to be submitted electronically per the specifications, bidders are cautioned to verify via the supplier portal on the City's e-procurement website that their bids have been submitted. Failure to complete the submittal process will cause the bidder's response not to be considered. It is the responsibility of the bidder to ensure that the response is submitted in time to meet the stated closing date and time. The City is not responsible for accessibility to the supplier's internet service.

d) **1.4 How to Submit an Objection**

Objections from bidders to the bid and/or these specifications should be brought to the attention of the City Purchasing Director in the following manner:

(A) When a pre-bid conference is scheduled, bidders should either present their oral objection at that time or submit their written objections at least 2 days prior to the scheduled conference.

(B) When a pre-bid conference is not scheduled, the bidders should object in writing at least 5 days prior to the opening of the bids.

(C) Failure to object in accordance with the above procedure shall constitute a waiver on the part of the bidder to protest the solicitation.

e) **1.5 Failure to Bid**

If you choose not to submit a bid, no further action is required. If a bidder should no longer wish to receive notification of bidding opportunities, please contact the Purchasing Division for instructions on how to be removed from the City's supplier list.

f) **1.6 Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidders' own risk. In case of error in extension of prices in the bid, the unit prices shall govern.

g) **1.7 Standards for Acceptance of Bid for Award Contract**

The City reserves the right to reject any or all bids and to waive any irregularities or technicalities in bids received whenever such rejections or waiver is in the best interest of the City. The City reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder whom investigation shows is not in a position to perform the contract.

h) **1.8 Bidder**

Whenever the term "bidder" is used, it shall encompass the "contractor," "purchaser," or other party having the contract with the City in such capacity after the contract has been entered into or between

such party and the City.

i) **1.9 Compliance with laws**

The bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the bidder and the City. Any such requirement specifically set forth in any contract document between the bidder and the City shall be supplementary to this section and not in substitution thereof.

3. **General Conditions**

a) **2.1 Specifications**

Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the bidder on notice to inquire of or identify the same from the City. Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed to be the minimum requirements of these specifications.

b) **2.2 Delivery Point**

Unless otherwise stated, all items shall be quoted and delivered F.O.B. Destination (i.e., at a specific City of Savannah address), and delivery cost and charges (if any) will be included in bid price.

c) **2.3 Cash Discounts (Terms)**

Unless otherwise specified, prompt payment cash discounts will be considered in determining cost. A minimum of ten (10) working days must be allowed for an offered prompt payment discount in order to be considered in making an award.

d) **2.4 Delivery Time**

When delivery time is requested in invitation documents, time will be of the essence; therefore, bid shall include the delivery date. In some instances, the City may specify an outside delivery date.

e) **2.5 Preparation for Delivery**

(A) Packing: Packing shall be accomplished in accordance with acceptable commercial practices for domestic shipments, unless otherwise stated in the contract or purchase order. The bidder shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. It shall be the bidder's responsibility to determine that packing is done as adequate to assure that all the materials shall arrive at destination in an undamaged condition ready for its intended use.

(B) Marking: All packages shall be identified with the City's purchase order number and the using department. Sealed packing lists must be affixed to all cartons showing its content.

(C) Shipping: The bidder shall follow shipping instructions as stated on the purchase order or contract.

f) **2.6 Multiple Bids**

No bidder will be allowed to submit more than one bid. Any alternate proposals must be stated on the exception sheet and submitted with the bid proposal.

g) **2.7 Bids For All Or Part**

Unless otherwise specified by the City or by the bidder, THE CITY OF SAVANNAH RESERVES THE RIGHT TO MAKE AWARD ON ALL ITEMS, OR ON ANY OF THE ITEMS ACCORDING TO THE BEST INTEREST OF THE CITY. Bidder may restrict its bid to consideration in the aggregate by so stating, but must name a unit price on each item bid.

h) **2.8 Warranties for Usage**

Whenever a bid is sought seeking a source of supply for a specified period of time for materials or services, THE QUANTITIES OF USAGE SHOWN ARE ESTIMATED ONLY. No guarantee or warranty of any amount is given or implied by the City as to the total amount that may be purchased from any resulting contracts.

i) **2.9 Prices to be Firm**

Bidder warrants that bid prices, terms, and conditions quoted in its bid will be firm for acceptance for a period of ninety (90) days from opening date.

j) **2.10 Description of Materials**

Bids for materials, supplies, vehicles, and/or equipment should be accompanied by copies of detailed factory specifications, ratings, technical data, including accurate descriptions of the exact materials, supplies, vehicles, and/or equipment on which bids are made.

k) **2.11 Completeness**

All information required by the bid must be completed and submitted to constitute a proper bid.

l) **2.12 Quality**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new (unless otherwise specified), the latest model, of the best quality, and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the Georgia State Law, but not including licensing. Also, materials must comply with all applicable Federal and State OSHA requirements in affect at the time of bid.

m) **2.13 Acceptance of Material**

The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of the materials and/or services are made and therefore accepted to the satisfaction of the City. IN THE EVENT THAT THE MATERIALS AND/OR SERVICES SUPPLIED TO THE CITY ARE FOUND TO BE DEFECTIVE OR DO NOT CONFORM TO SPECIFICATIONS, THE CITY RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO THE SELLER AT THE SELLER'S EXPENSE AND TO INVOKE THE PROVISIONS OF SECTION 2.22.

n) **2.14 Plant and Facility Inspections**

The Purchasing Department may require the bidder to make its plant and facilities available for inspection; or may require additional information concerning the bidder's ability to perform in compliance with the requirements of this bid. Failure to comply with this may cause rejection of the bid package.

o) **2.15 Guarantee**

Unless otherwise specified by the City, the bidder shall unconditionally guarantee the materials and workmanship on all materials and/or services. If, within the guarantee period any defects occur which are due to faulty materials and/or services, the bidder at its expense shall repair or adjust the condition, or replace the materials and/or services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be least detrimental to the operation of City business.

p) **2.16 Manufacturer or Dealer Advertisement**

No manufacturer or dealer advertising attachment shall appear on products delivered to the City without prior approval by the City.

q) **2.17 Brand Name**

If and wherever brand names, makes, names of manufacturers, trade names, vendor catalogs, or model

numbers are stated, they are for the purpose of establishing a grade or quality of material.

r) **2.18 "OR EQUAL" Interpretation**

It is the bidder's responsibility to prove to the City that each bid item is equal to the grade or quality of material specified.

On all such bids, the bidder shall indicate clearly the product (brand and catalog or model numbers) on which it is bidding, and shall supply a sample and sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturers specified. Failure to submit the required information will be sufficient grounds for rejection of bid. The City shall be the sole judge concerning the merits of bid submitted. If the bidder has any questions relative to whether its product is equal to the grade or quality of the product specified, the bidder should resolve this issue at its pre-bid conference; however, if the extent of the discussion precludes resolution at the pre-bid conference, the bidder should contact the Purchasing Department and resolve the issue prior to submission of bid.

NOTHING HEREIN PRECLUDES TESTING AS SPECIFIED BY THE CITY. VENDOR SHALL BEAR EXPENSES OF TESTS.

s) **2.19 Certified Test Report**

Each bidder shall provide a copy of a certified test report prior to or with its sealed bid when specified. The certified test report shall be from a recognized independent testing laboratory or manufacturer's quality control laboratory showing all test results and full compliance with the appropriate specification indicated herein. However, the City will bear the cost of any independent tests or consultant services it so chooses to perform.

t) **2.20 Samples and Demonstrations**

Evidence in the form of samples may be requested. When required, such samples are to be furnished after the date of bid opening only upon request of the City unless otherwise stated in the bid. If samples are requested, unless otherwise authorized, such samples must be received by the City no later than seven (7) days after the formal request is made. The City may request full demonstration of any item(s) bid prior to the award of any contract.

Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, and the bid number. Bid samples shall be provided at no additional costs to the City. Samples not used for tests will be returned to the bidder at the bidder's expense if so requested.

Furthermore, the City reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional cost to the City.

u) **2.21 Liability**

Where bidders are required to enter or go onto City property to deliver materials or perform work or services as a result of bid award, the bidder shall be liable for any injury, damage or loss to the City caused by negligence of the bidder or its agent or any person the bidder has designated in the completion of its contract as a result of its bid and shall indemnify and hold harmless the City from any liability arising therefrom. When specified, a certificate showing appropriate liability insurance coverage must be submitted to the Purchasing Department prior to award of the purchase. In connection with its indemnification and Hold Harmless, bidder shall be required to notify its liability insurance carrier and the City of any and all claims for injury, damage or loss occasioned by the negligence or alleged negligence of the bidder (or its agent) or any person the bidder has designated in the completion of its contract. The bidder's obligation to indemnify the City under this section shall not be limited in any way by the agreed-upon contract price or to the scope and amount of coverage provided by any insurance maintained by the bidder including, without limitation to, the insurance required to be maintained by the bidder.

v) **2.22 Termination of Contract for Cause**

If through any cause, the bidder fails to fulfill in a timely and proper manner its obligations under this contract, or if the bidder violates any of the covenants, agreements, or stipulations of this contract, the bidder shall be considered in breach of this contract and the City may thereupon give written notice of default to the bidder and allow the bidder seven (7) calendar days from such notice to cure such default. After notice, the City shall have the right to terminate this contract by giving written notice to the bidder of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. An award may be made to the next low bidder for articles and/or services specified or they may be purchased on the open market and the defaulting bidder (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. The bidder shall continue the performance of this contract to the extent any part is not terminated under the provisions of this clause.

If the City fails without cause to make payment when due, the bidder may give written notice of the bidder's intention to terminate this agreement. If the bidder fails to receive payment within ten (10) days after receipt of such notice by the City, the bidder may give a second written notice and five (5) days after receipt of second written notice by the City, the bidder may terminate this agreement and recover from the City payment for services rendered.

w) **2.23 Termination of Contract for Convenience**

Each party to the contract shall have the right to terminate the contract made hereunder for its convenience by giving the other party written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The bidder shall be paid for services rendered and not in question or dispute through the effective date of such termination.

x) **2.24 Termination of Contract for Lack of Funding**

The obligation of the City for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period. The continuation of the contract into a subsequent fiscal period is subject to the appropriation of funds, unless otherwise authorized by law.

y) **2.25 Patent Indemnity**

The Contractor shall indemnify and save harmless, the Owner from and against all losses and all claims, demands, payment, suits, actions, recoveries, and judgements of every nature and description brought or recovered against it by reason of any act or omission of the said Contractor, its agents or employees, in execution of the work or in the guarding of it, and the Contractor agrees to defend the Owner from any claims, suits, and actions brought against the Owner by reason of any act or omission of the said Contractor to the extent permitted by law.

z) **2.26 Certification of Independent Price Determination**

By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor;
- (3) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition; and
- (4) No agent or employee of the City has been bribed in connection with this bid.

aa) **2.27 Award of Contract**

The contract, if awarded, will be awarded to the most responsive and responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The City will make the determination.

bb) **2.28 Bid Protest Procedure**

A contractor or supplier who is aggrieved by the recommendation of the City Manager to award a contract may appeal the decision to the City Manager no later than 48 hours prior to the date the award recommendation is scheduled to be approved by City Council. Recommendations to Council are posted on the preliminary agenda on the City's website generally on the Friday prior to the Council meeting date. It is the bidder's responsibility to ascertain the City's recommendation for award. The preliminary agenda may be accessed at ga-savannah2.civicplus.com/457/Agendas-Minutes. No consideration shall be given to protests received after the prescribed period for protests.

cc) **2.29 Local, SBE, and Local DBE Preference**

The following provisions shall apply in the procurement of supplies and services:

(1) In the event that the lowest bid among those provided by responsive and responsible local vendors is within seven percent of the lowest responsive and responsible bidder who is not a local vendor, the lowest responsive and responsible local vendor shall be afforded the opportunity to match the bid submitted by the nonlocal bidder. If the lowest responsive and responsible local vendor agrees to match the lowest bid, then the contract shall be awarded to the local vendor. In the event that multiple local vendors meet this criteria, the opportunity to match the low bid submitted by the non-local bidder will be offered to each of the local low bidders meeting the criteria beginning with the lowest bidding local vendor and proceeding in order.

(2) In the event that the lowest bid among those provided by responsive and responsible Savannah business enterprise vendors is within ten percent of the lowest responsive and responsible bidder, the lowest responsive and responsible Savannah business enterprise vendor shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible Savannah business enterprise vendor agrees to match the lowest bid, then the contract shall be awarded to the Savannah business enterprise vendor. In the event that multiple local vendors meet this criteria, the opportunity to match the low bid submitted by the non-local bidder will be offered to each of the Savannah business enterprise low bidders meeting the criteria beginning with the lowest bidding Savannah business enterprise vendor and proceeding in order.

(3) In the event that the lowest bid among those provided by responsive and responsible local disadvantaged business (DBE) vendors is within ten percent of the lowest responsive and responsible bidder, the lowest responsive and responsible DBE vendor shall be afforded the opportunity to match the bid submitted by the low bidder. If the lowest responsive and responsible local DBE vendor agrees to match the lowest bid, then the contract shall be awarded to the local DBE vendor. In the event that multiple DBE vendors meet this criteria, the opportunity to match the low bid submitted by the non-local bidder will be offered to each of the local DBE low bidders meeting the criteria beginning with the lowest bidding local DBE vendor and proceeding in order.

(4) In the event that more than one bid meets the criteria in subsections (1), (2), and (3), the opportunity to match the low bidder shall be afforded first to the lowest bidder meeting the criteria in subsection (2), second to the lowest bidder meeting criteria listed in subsection (3), and third to the low bidder meeting the criteria listed in subsection (1).

dd) **2.30 Disadvantaged Enterprise (DBE) Policy**

It is the policy of the City to provide disadvantaged business enterprises with equal opportunity for participating in selling goods and services to the City. The bidder shall also submit the attached notice of non-discrimination with its bid.

ee) **2.31 EEV and SAVE Forms**

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://e-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".

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.

Both of these required forms may be completed and attached as part of the supplier registration process on the City of Savannah's e-procurement website at www.savannahga.gov.

ff) **2.32 Qualified Bidder**

A "Qualified Bidder" is defined for this purpose as one who meets, or by the date of bid acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.

gg) **2.33 Compliance with Specifications-Terms & Conditions**

The Bid, Legal Advertisement, General Conditions, and Instructions to Bidders, Specifications, Special Conditions, Bidder's Bid, Addendum, and/or any other pertinent documents form a part of this bid and by reference are made a part hereof.

hh) **2.34 Signed Bid Considered Offer**

The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Mayor and Aldermen of the City, the City Manager or his/her designee. In case of a default on the part of the bidder after such acceptance, the City may take such actions as it deems appropriate including legal action for damages or specific performance.

ii) **2.35 Notice to Proceed**

The successful bidder shall not commence work under this bid until duly notified by receipt of contract signed as executed by the City Manager or the Purchasing Director. If the successful bidder does commence any work prior to receiving official notification, it does so at its own risk.

jj) **2.36 Georgia Open Records Act**

The responses will become part of the City's official files with any obligation on the City's part. Ownership of all data, materials and documentation prepared for and submitted to the City in response to a solicitation, regardless of type, shall belong exclusively to the City and will be considered a record prepared and maintained or received in the course of operation of public office of agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated 50-18-70, et Seq., unless otherwise provided by law.

kk) **2.37 Debarment and Suspension Requirements**

By submitting a bid, the bidder certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by any government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (b); and
- d) Have not within a three-year period preceding this event had one or more public transactions (Federal, State, or local) terminated for cause or default.

The bidder will be verified against the General Service Administration (GSA) debarred list at GSA's website <http://sams.gov>.

II) **2.38 Period of Non-Communication**

Those intending to respond to this event, their employees, agents, and attorneys, shall not make contact with City Council members, or with City staff outside of the Purchasing Division regarding this event during the bidding process and evaluation phase.

mm) **2.39 Local Vendor**

Local vendor. A bidder or business shall be considered a local vendor if it meets each one of the following requirements:

- (a) It operates and maintains a headquarters, distribution point, division, bona fide office, or locally-owned franchise at a physical address situated within the corporate limits of the city;
- (b) At the time of bid, proposal, or quotation submission, it possesses a current business tax certificate issued by the City of Savannah's Revenue Department, which it has continuously possessed for at least one year prior to the issuance of the solicitation by the City. A post office box or temporary office shall not qualify as a physical presence in the City for purposes of this subsection; and
- (c) As a going concern, it performs quantifiable services in the ordinary course and scope of its business with the skills, qualifications and expertise necessary to execute its contractual obligations to the City.

4. **Special Conditions**

a) **3.1 Price Change**

Preference shall be given to the bidder submitting the lowest and best firm price as its bid. Should it be found that due to unusual market conditions, it is in the best interest of the City to accept a price with an escalation clause, the following shall apply:

Unless otherwise specified, prices shall be reviewed no more often than on a quarterly basis.

Cost data to support any proposed increase must be submitted to the Purchasing Department no less than 30 days prior to the effective date of any such requested price increase.

Any adjustment allowed shall consist of verifiable material cost increases which may be passed on to the consumer.

No adjustment shall be made to compensate a supplier for inefficiency in operation, or for additional profit.

Bids indicating price in effect at time of shipment will be considered invalid.

b) **3.2 Bonds**

Unless stated otherwise, no bond, certified check, or U.S. Money Order is required.

c) **3.3 City License Requirement**

Contractor must be licensed in the State of Georgia by a governmental entity for which the bidder does the majority of its business.

d) **3.4 Tie Bids**

A tie bid exists when two or more bidders offer, at identical prices, products that meet all specifications, terms, and conditions. In such a situation, the City shall provide two (2) preferences which will be used to resolve tie bids whenever applicable: (1) preference to products sold, manufactured, or produced or services provided by vendors within the City of Savannah, and (2) preference to products sold or offered by bidders/offers within Chatham County. If these preferences are insufficient to resolve the tie, the following in order of priority may be considered:

Past performance of the bidders
Earliest delivery date
Division of the order
Closest proximity to delivery site

e) **3.5 Warranty Requirements**

(Check where applicable)

- ☒ (A) Provisions of item 2.12 in regards to quality shall apply.
☐ (B) Warranty required.
☐ (1.) Standard Warranty shall be offered with bid.
☐ (2.) Extended Warranty shall be offered with bid.

f) **3.6 Terms of Contract**

(Check where applicable)

- ☒ (A) Annual Contract
☐ (B) One time Purchase.
☐ (C) Other

Contract Lines			
Item	Item Description	Unit of Measure	Base Cost
107347	Flygt Annual Agreement	LO	1.0000

This is notification that you were the successful bidder for furnishing the above items to the City of Savannah for the period referenced above. All items and conditions as set forth in Bid Proposal response will apply.

The contract between the City of Savannah and the contractor shall consist of this document and (1) the original event document and any amendments thereto, and (2) the bid/proposal submitted by the supplier/contractor in response to the event/bid. In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the bid/RFP document shall govern. However, the City of Savannah reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the bid/RFP or the contractor's response/submittal. In all other matters not affected by the written clarifications, if any, the bid/RFP shall govern.

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this contract. The Contractor and the City of Savannah have executed this contract in duplicate originals, with one original being retained by each party.

Contractor

Signature



Date

9/21/18

CHRISTINE HUGGINS - BRANCH MANAGER

Printed Name

City

Signature



Date

9/21/18

Brittany Gashi

Printed Name

Title: Acting Purchasing Director
City of Savannah

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.