

**HVAC CHILLER**

**EVENT NO. 6384**

**SPECIFICATIONS AND SPECIAL CONDITIONS**

- 4.0 The purpose of these specifications is to describe the requirements for one new HVAC system for the combined Maintenance Operations Facility.

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.

A pre-bid conference has been scheduled to be conducted at the Savannah Airport Commission Purchasing Department located at 640 Gulfstream Road, Savannah, GA 31408, Operations Conference Room by Facility Manager Monte Dixon on July 25, 2018 at 1PM. This meeting will allow vendors to discuss the specifications and resolve any questions and/or issues that may arise with Commission Staff. You are required to attend.

- 4.1 Detailed Specifications

Quality Assurance

Products shall be designed, tested, rated and certified in accordance with, and installed in compliance with applicable sections of the following standards and codes.

- 4.1.1 AHRI 550/590 and 551/591 – Water Chilling Packages Using the Vapor Compression Cycle.
- 4.1.2 AHRI 370 – Sound Rating of Large Outdoor Refrigerating and Air-Conditioning Equipment.
- 4.1.3 ANSI/ASHRAE 15 – Safety Code for Mechanical Refrigeration.
- 4.1.4 ANSI/ASHRAE 34 – Number Designation and Safety Classification of Refrigerants.
- 4.1.5 ASHRAE 90.1 – Energy Standard for Buildings except Low-Rise Residential Buildings.
- 4.1.6 ANSI-NFPA 70 – National Electrical Code (N.E.C.).
- 4.1.7 ASME Boiler and Pressure Vessel Code, Section VII. Division 1.
- 4.1.8 OSHA – Occupational Safety and Health Act.
- 4.1.9 Manufactured in facility registered to ISO 900.
- 4.1.10 Current Building Code with Georgia Amendments.

- 4.1.11 Current Mechanical and Electrical Codes with Georgia Amendments.
- 4.1.12 Current Energy Conservations Codes with Georgia Supplements and Amendments.
- 4.1.13 All City, County, State, Regional, and other ordinances applicable to the work and apply.
- 4.1.14 EPA Requirements.
- 4.1.15 Owner design guidelines.

#### 4.2 Detailed Specifications: Testing

- 4.2.1 Conform to Intertek testing services for construction of chillers and provide ETL/cEtl List Mark.
- 4.2.2 Factory run test: Chiller shall be pressure-tested, evaluated, and fully charged with refrigerant and oil, and shall be factory operational run-tested with water flowing through the vessel.
- 4.2.3 Chiller manufacturer shall have a factory trained and supported service organization.
- 4.2.4 Warranty: Manufacturer shall warrant all equipment and material of its manufacture against defects in workmanship and material for a period of 18 months from date of shipment or twelve (12) months from date of start-up, whichever occurs first. Additionally, a five (5) year parts and labor unit warranty shall be included from date of start-up.

#### 4.3 Detailed Specifications: Demolition of Existing HVAC System

- 4.3.1 CH-1 at CMOF shall be disconnected from its respective chilled water piping systems and removed. The chilled water piping, valves, and fittings between isolation valves and connections to the chiller shall be removed. The strainer shall be retained for reuse with the new piping installation. All chilled water piping modifications shall be made aboveground. All underground chilled water piping shall remain and be reused.
- 4.3.2 All equipment, pipe, valves, fittings, etc., which are removed as part of this project shall become the property of the contractor and shall be removed from the premises. Due allowances shall be made for this material in the bid.
- 4.3.3 All power, Alerton control wiring, and conduit associated with the chiller shall be disconnected prior to chiller removal and shall be retained for reuse with the new chiller.

#### 4.4 Detailed Specifications: New HVAC System

- 4.4.1 Provide one (1) new air-cooled chiller variable speed drive scroll chiller with the minimum requirements of 208v 57-ton nominal capacity, 10.6 Energy Efficient Rating (EER), 15.6 Integrated Part Load Value (IPLV), 136gpm Design Flow Rate, Epoxy Coated Microchannel Condenser Coils, Ultra quiet Fans with Variable Speed Control (VSD), R-410a Refrigerant to service as CH-1 for the CMOF. Contractor must field verify all electrical power requirements. Electrical power requirements for the new chiller must match current power requirements for the existing chiller. Any changes or modifications will be the responsibility of the contractor.
- 4.4.2 Cabinet: External structure members shall be constructed of heavy gauge, galvanized steel coated with baked on powder paint as per ASTM B 117 standard.

- 4.4.3 Operating Characteristics: Provide low and high ambient temperature control options as required to ensure unit is capable of operation from 30°F to 115°F ambient temperature.
- 4.4.4 Valves: Includes service isolation valves. Discharge (ball type) isolation valves factory installed per refrigerant circuit. Includes a system high-pressure relief valve in compliance with ASHRAE 15.
- 4.4.5 Pressure transducers and readout capability including discharge pressure transducers, suction pressure transducers, and high ambient control. This allows the unit to operate when ambient temperature is above 115°F.
- 4.4.6 Compressors shall be hermetic, scroll-type, including:
- Compliant design for axial and radial sealing.
  - Refrigerant flow through the compressor with 100% suction cooled motor.
  - Large suction side free volume and oil sump to provide liquid handling capability.
  - Compressor crankcase heaters to provide extra liquid migration protection.
  - Annular discharge check valve and reverse vent assembly to provide low pressure drop, silent shutdown, and reverse rotation protection.
  - Initial oil charge.
  - Oil level sight glass.
  - Vibration isolator mounts for compressors.
  - Brazed-type connections for fully hermetic refrigerant circuits.
  - Compressor motor overloads capable of monitoring compressor motor temperatures. Provide extra protection against compressor reverse rotation, phase-loss, and phase-imbalance.
- 4.4.7 Each refrigerant circuit shall include: a discharge service ball type isolation valve, high-side pressure relief, liquid line shutoff valve with charging port, low-side pressure relief device, filter-drier, solenoid valve, sight glass with moisture indicator, thermostatic expansion valves, and flexible, closed-cell foam insulated suction line, and suction pressure transducer.
- 4.4.8 Heat Exchangers
- Evaporator shall be brazed-plate stainless steel construction capable of refrigerant working pressure of 450 PSIG. Brazed-plate heat exchanger shall be UL listed.
  - Exterior surfaces shall be covered with 3.4 inch, flexible, closed-cell insulation, thermal conductivity of 0.26k maximum.
  - Water nozzles shall be provided with grooves for field-provided ANSI/AWWA C-606 mechanical couplings.
  - Evaporator shall include vent and drain fittings and thermostatically controlled heater to protect of -20°F ambient in off cycle.
  - A 20 mesh, serviceable wye-strainer and mechanical couplings shall be provided for field installation on evaporator inlet prior to start-up.
  - Air-Cooled Condenser and Coils: Condenser coil shall be constructed of a singular material to avoid galvanic corrosion due to dissimilar metals. Coils and headers are brazed as one a piece. Integral sub-cooling is to be included. Coils shall be designed for a design working pressure of 650 PSIG. Condenser coil shall be washable with potable water under 100 PSI pressure.
  - Low sound fans: shall be dynamically and statically balanced, direct drive, corrosion resistant glass fiber reinforced composite blades molded into a low noise, full-airfoil cross section, providing vertical air discharge, and low sound. Each fan shall be provided an individual compartment to prevent crossflow during fan cycling.

Guards of heavy gauge, PVC (polyvinyl chloride) coated or galvanized steel shall be factory installed.

- Fan motors: High efficiency, direct-drive, 6-pole, 3-phase, insulation class F current protected, Totally Enclosed Air-Over (TEAO), rigid mount with double sealed permanently lubricated ball bearings.

#### 4.5 General

- 4.5.1 Controls shall be automatic start, stop, operating, and protection sequences across the range of scheduled conditions and transients. Power control enclosure will be rain and dust-tight NEMA 3R powder painted steel cabinet with hinged, latched, and gasket-sealed door. Manufacturer shall provide any controls and field control wiring necessary for automatic chiller operation and interface with Alerton control system.
- 4.5.2 Power Panels: NEMA 3R rain tight, powder painted steel cabinets with hinged, latched, and gasket-sealed doors. Contractor will provide main power connections, control power connections, compressor and fan motor start contactors, and current overloads with factory wiring. Power supply will enter unit at a single location and have three (3) phases of scheduled voltage connected to individual terminal blocks per compressor. There will be a means of separately disconnecting or external branch protection required per applicable local and national codes. Compressor, control, and fan motor power wiring will be located in an enclosed panel or routed through liquid tight conduit.
- 4.5.3 Condenser Coil Environmental Protection: Microchannel condenser coils coated with an electro-deposited and baked flexible epoxy coating that is finished with a polyurethane UV resistant top coat. Shall include a five (5) year warranty against corrosion damage.
- 4.5.4 Protective Chiller Panels: Wire panels (full unit) will be constructed of heavy gauge, welded wire mesh, coated to resist corrosion and protect the condenser coils from incidental damage as well as restricting access to internal components. End Louver (hail guard) will be constructed of louvered steel panels on external condenser coil faces located at the ends of the chiller or equal.
- 4.5.5 Flow Switch: Must be factory installed and wired in piping extension kit which is normally open. Construction will be stainless steel and meet all applicable codes.
- 4.5.6 Vibration Isolation (field installed).

#### 4.6 Delivery and Start-Up

- 4.6.1 Unit shall be delivered to the job site fully assembled with all interconnecting refrigerant piping and internal wiring ready for field installation and charged with refrigerant and oil by the manufacturer.
- 4.6.2 Provide protective covering over vulnerable components for unit protection during shipment.
- 4.6.3 Unit shall be stored and handled per Manufacturer's instructions.
- 4.6.4 Rig and install in full accordance with manufacturer's requirements.
- 4.6.5 The new chiller shall be set on the existing concrete pad. If necessary, extend the concrete pad to accommodate the footprint of the new chiller. Provide new chilled water pipe from the existing isolation valves to the respective connections on the new chiller. Provide any new valves, pete's plug, thermowells, thermometers, and other fittings as required.

- 4.6.6 Extend the existing heat trace cable to cover all new sections of the chilled water piping, valves, and fittings. Voltage of the new cables shall match the voltage of the existing cables. Insulate all new portions of piping to match the existing installation. Any existing insulation and jacketing removed or damaged as part of the scope of work shall be re-insulated to match the existing installation.
- 4.6.7 Extend the Alerton control wiring and conduit to respective connection(s) on the new chiller. Provide new wiring and conduit as necessary. Wiring and conduit shall match the existing building standard. A factory installed BACnet card will be provided with the new chiller. Provide new Alerton serial interface to the BACnet card and map all available monitoring points to the Central Plant Alerton system. Alerton points shall include:
- Chiller enable/disable
  - Factory mounted flow switch
  - Chiller set point adjust
  - Chilled water supply and return temperatures

Remove existing flow switch and cap its associated test port. The Alerton control sequence for the new chiller shall match the existing control sequence without change. The contractor shall coordinate the chiller replacement with Brooks Building Solutions (Kevin Francis: 904-642-5303). Brooks Building Solutions shall update the Alerton software and graphics as necessary to establish Alerton control to the new chiller.

- 4.6.8 The test and balance of the new chiller CH-1 shall be provided per specification requirements. Balance flow rate through the CH-1 via its respective existing primary chilled water pump. The primary chilled water pump is located in a mechanical room adjacent to the chiller location.
- 4.6.9 Electrical power requirements for the new chiller must match current power requirements for the existing chiller. Any changes or modifications will be the responsibility of the contractor.
- 4.6.10 Contractor shall paint damaged and abraded factory finish with touch-up paint matching factory finish.

#### 4.7 Miscellaneous

Warranty: Manufacturer shall warrant all equipment and material of its manufacture against defects in workmanship and material for a period of eighteen (18) months from date of shipment or twelve (12) months from date of start-up, whichever occurs first. Additionally, a (5) year parts and labor unit warranty shall be included from date of start-up.

- 4.8 Basis of Award: This contract will be awarded to the vendor offering the lowest net price to the Commission, and meeting or exceeding all specifications herein.

#### 4.9 Insurance and Bonds

- 4.9.1 The Contractor shall obtain and maintain with a company or companies authorized to do business in the State of Georgia, and approved by the Savannah Airport Commission, such insurance as will protect the Commission, and Contractor, from claims set forth below which may arise out of or result from Contractor's operations under the contract and for which the Contractor is legally liable, which includes operations by subcontractors,

subcontractor's/subcontractors, or by any persons directly or indirectly employed by Contractor or Subcontractor.

- Claims under workers' compensation, disability benefit, and other similar employee benefit acts. Further, Contractor shall relieve the Commission from any costs due to accidents or other liabilities mentioned in workers' compensation act. Contractor or subcontractors with either an insufficient number of employees or in certain excluded occupational classifications are required to maintain WORKERS' compensation coverage on a voluntary basis regardless of the statutory regulations. If the Contractor is from a state other than Georgia, before work begins he shall take whatever measures are necessary to eliminate conflicts regarding which state is responsible for WORKERS' compensation claims.
- Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by another person.
- Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4.9.2 The insurance required above, shall be written for not less than the following amounts, or greater if required by law:

a. Workers' Compensation:

Georgia Statutory

Employer's Liability, including all states

\$1,000,000 - each accident  
\$1,000,000 - disease - policy limit  
\$1,000,000 - disease - each employee

b. Comprehensive General Liability: shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:

Premises, operations, including explosion, collapse and underground; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage including completed operations; Contractual Liability; Personal Injury Liability with employment exclusion deleted. Must include projects at airports.

Bodily Injury and Property Damage Limits: \$1,000,000 combined single limit, each occurrence

Products and Completed Operations:

Insurance to be maintained for three (3) years after issuance of the final certificate for payment.

c. Mobile Equip/Comprehensive Vehicle Liability:

(Owned, non-owned, and hired.)

Bodily Injury/Property Damage Combined:

\$1,000,000 combined single limit, each occurrence

d. Umbrella/Excess Liability:

Umbrella/Excess Liability insurance covering all liability lines excess of the primary limits. The total limits of liability for each coverage including primary and umbrella coverages shall be no less than \$5,000,000 combined single limit – each occurrence.

e. Builders Risk (Property Insurance):

(IF APPLICABLE TO THE TYPE OF CONSTRUCTION)

Shall be purchased and maintained by the Contractor covering the entire Work at the site to the full insurable value thereof, including stockpiled material at the construction site intended for incorporation into the project.

Also, such insurance shall be in a company or companies against which Commission has no reasonable objection, and shall include the interest of the Commission, the Contractor, and Subcontractors in the Work. Such insurance shall insure against the perils of Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, and all other risks. If the Commission is damaged by the failure of the Contractor to maintain such insurance and to so notify the Commission, then the Contractor shall bear all reasonable costs properly attributable thereto. If not covered under such insurance or otherwise provided in the contract documents applicable to constructions, the Contractor shall effect and maintain similar Property Insurance on the Work stored off the site or in transit when such portions of the work are to be included in an application for payment under the contract.

4.9.3 The insurance required above should include contractual liability insurance applicable to the Contractor's obligations.

4.9.4 Detailed Information Relating to Insurance:

a. The Savannah Airport Commission requires that ALL LIABILITY POLICIES must be ENDORSED to include the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its officers, directors, agents and employees as ADDITIONAL INSURED. This must be reflected on the Certificate of Insurance which shall be furnished to the Commission. The Certificate of Insurance shall evidence proper limits of coverage as set forth herein and that the policy or policies will not be cancelled or modified without thirty (30) days prior written notice thereof is given to the Savannah Airport Commission. The Certificate shall also reflect that all policies have been endorsed to include waivers of any and all subrogation. The Contractor shall also require its subcontractors and subcontractors/subcontractors to endorse their policies to include the Mayor and Aldermen of the City of Savannah and the Savannah Airport Commission, its officers, directors, agents and employees as ADDITIONAL INSURED.

b. The extent of coverage or limits of liability provided under the policies procured by the Contractor and/or Subcontractors shall not be construed to be a limitation on the nature or extent of the Contractor's obligations or to relieve the Contractor of any such obligations or representation by the Savannah Airport Commission as to the adequacy of the insurance to

protect the Contractor against the obligations imposed on him by law or by this or any other contract. All policies shall be primary and non-contributory.

- c. Immediate notification must be given to the Savannah Airport Commission and/or its agent upon receiving any knowledge or notification of claim or litigation on which the Savannah Airport Commission may be named.
- d. The Contractor shall indemnify, protect, defend, and hold completely harmless the Commission, and its officers, agents and employees from and against any and all liabilities, losses, suits, claims, judgments, fines, or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract and/or the use of occupancy of the leased premises or the acts or omissions of Contractor's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence of the Commission. The Commission shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder.

4.9.5 All policies shall be endorsed to include waivers of any and all subrogation.

5.0 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 requested submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid. All manually submitted bids must be submitted on the bid proposal form contained in these specifications to be considered.

5.2 Original invoices should be sent to:

Savannah Airport Commission  
ATTN: Leah Navarro  
400 Airways Avenue  
Savannah, GA 31408

5.3 All vendors are responsible for determining and acknowledging any addenda issued in conjunction with this bid solicitation. Addenda must be acknowledged in order for bids to be considered.

5.4 The successful bidder will be responsible for applying for all Georgia tags and titles. Associated costs should be considered in the bid price.

5.5 No dealer advertising is to be on the unit.

5.6 Bid will be accepted from qualified bidders only. No bids from brokers will be considered.



- 5.7 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at [www.savannahga.gov](http://www.savannahga.gov).
- 5.8 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.
- 5.9 Failure to comply with the above without prior written exemption may result in cancellation of order. In cases where failure to comply is not discovered until after payment has been made, the City reserves the right to revoke bidding privileges for failure to comply.
- 5.10 Bonding:
- (A) Each bidder shall post a bid bond, certified check or money order made payable to the City in the amount of 5% of the bid price. A company check is not acceptable. No bids shall be read or considered without a proper form of security.
  - (B) No bond, certified check, or U.S. Money Order is required.
  - (C) Bidder shall post a payment / performance bond, certified check or money order payable to the City in the amount of 100% of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee that goods meet requirements of the contract including timely delivery, performance specifications and warranty requirements. Such bonds will also guarantee quality performance of services and timely payment of invoices to any subcontractors.
  - (D) Bidder shall post a performance bond, certified check or money order in the amount of % of the bid price if awarded the purchase. Such bond(s) are due prior to contract execution as a guarantee of timely delivery and that equipment, materials and /or goods are delivered according to specifications.

**EXCEPTION SHEET**

Event #6384

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  
1375 Chatham Parkway  
2<sup>nd</sup> floor  
Savannah, Georgia 31405  
ATTN: Purchasing Director

EVENT NUMBER: 6384

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 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	HVAC Chiller	1		

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 \$ \_\_\_\_\_

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**TIME REQUIRED FOR DELIVERY/INSTALLATION AFTER RECEIPT OF ORDER: 120 DAYS**

**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 prime contractor / bidder certifies that:

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

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Signature

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Title

**CONTRACTOR AFFIDAVIT AND AGREEMENT**  
Employment Eligibility Verification

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

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

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

BY:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

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

## **Instructions for Completing Contractor Affidavit and Agreement Form**

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf).) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://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 \_\_\_\_\_. [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.