

SECURING STRUCTURES

EVENT No. 6913

Bidder’s Checklist – Envelope Requirements

This checklist shall be attached to the outside of the envelope of a bid. Failure to complete, sign, and attach this checklist may result in a bid being deemed nonresponsive. Nonresponsive bids will be returned to the vendor unopened.

Firm name: _____
 Contact person: _____
 Address: _____
 Phone number: _____
 Email address: _____

Envelope must contain the following documents:

Initials	Document
	Bid Proposal Form, Including Acknowledgement of Any Addenda
	Exception Sheet
	Contractor Affidavit and Agreement (Employee Eligibility Verification)
	Affidavit Verifying Status for City of Savannah Benefit Application
	Attachments
	Certifications/Licenses
	Insurance
	Firm was represented at the mandatory pre-bid meeting (yes or no)

By signing below, bidder is attesting that all items listed in the checklist above have been included in the envelope.

Signature: _____ Date: _____

SECURING STRUCTURES

EVENT NO. 6913

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for the securing of vacant, residential and non-residential buildings located throughout the City. No electronic responses will be accepted for this event.

This event is only open to Savannah Business Enterprise (SBE) certified firms. Responses received from non-SBE certified firms will not be opened or read aloud. For more information about the Savannah Business Enterprise program, please visit the City's Office of Business Opportunity's webpage (<http://savannahga.gov/483/Office-of-Business-Opportunity>).

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 **mandatory** pre-bid conference has been scheduled to be conducted at the Purchasing Office, 301 West Oglethorpe Avenue, 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. All interested SBE firms must be in attendance in order for bids to be accepted.

4.1 Scope of Services

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

4.2 Detailed Specifications

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

starting any work when it appears that the property owner may have already begun to secure, repair, or demolish the structure.

- 4.2.4 Securing shall not commence until the following conditions have been determined:
- a) A pre-inspection has been conducted by the CCD.
 - b) A notice to proceed has been issued by the City of Savannah's Sanitation Department and the CCD.
- 4.2.5 The contractor will take before and after photographs of the property assigned for securing and should reflect the conditions of the property before and after securing the structure. The contractor will submit the photographs with requests for payment. Failure to submit photographs will be grounds for delayed or non-payment.
- 4.2.6 All trash, rubbish, litter, damaged/broken furniture, refrigerators, freezers, stoves, and debris found in or on the premises at the start of work, as well as that resulting from the securing activities (including rubble, concrete slabs, and foundation exposed above the ground level), or deposited on the site by others during the duration of the contract, shall be removed and legally disposed of by the contractor.
- Debris shall be interpreted to include garbage, clothing, and other damaged household objects, fallen trees or fallen tree limbs, material or objects not part of the land existing at random in a disorderly manner and constituting a health and safety hazard. If the contractor has any question regarding what is or is not considered debris, the contractor should contact the Code Compliance officer. Receipts for disposal shall be kept on file at the contractor's office and shall be available for City inspection during normal business hours. The contractor shall keep the premises and public rights-of-way reasonably clear at all times. No materials or debris will be burned by the contractor on the premises without prior Savannah Fire Rescue approval and supervision.
- 4.2.7 Except in cases of emergencies, all work shall commence within five days of the City notifying the contractor of the work to be completed. Emergency cases will commence within 24 hours of the City notifying the contractor the work is to be completed.
- 4.2.8 All building securing work shall be completed within seven working days after the departmental notice to proceed is issued. Emergency cases will be completed within 72 hours of the City notifying the contractor the work is to be completed.
- 4.2.9 In the event that the contractor fails to commence or complete the assigned securing as specified, the City reserves the right to reassign the contract for completion to another contractor.
- 4.2.10 Bidders must provide a current authorization for dumping at a licensed landfill or other licensed waste disposal facility with a bid to be further considered. If the vendor ceases to be in good standing with these facilities, this contract shall be canceled and awarded to the next lowest responsible bidder.
- 4.2.11 The contractor must have demonstrated experience in the securing of unsafe buildings to bid on this contract. Proof of experience must be submitted on Attachment 1. Attachment 1 must be submitted with a bid to be further considered.
- 4.2.12 The City reserves the right to cancel any contract, without penalty, up to and after the work has begun. The City further reserves the right to bid special securing projects of the following type:
- a.) Emergencies
 - b.) Projects expected to cost over \$5,000
 - c.) Very large commercial or residential buildings judged to be beyond the capability of the

successful bidder

4.3 Minimum Specifications to Secure, Clean, and Close Properties

- 4.3.1 Windows and/or doors of a structure designated by the Code Compliance Department will be secured to City of Savannah specifications. All windows and doors shall be boarded in an approved manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.
- a.) Materials:
Boarding sheet material shall be minimum one-half-inch (12.7 mm) thick wood structural panels (plywood) complying with the International Building Code. Boarding framing material: Boarding framing material shall be minimum nominal two-inch by four-inch (51mm by 102 mm) solid sawn lumber complying with the International Building Code. Boarding fasteners: Boarding fasteners shall be minimum three-eighths-inch (9.5mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the International Building Code.
- b.) Installation:
The boarding installation shall be in accordance with Appendix A. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window. The window(s) shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The two-inch by four-inch (51 mm by 102 mm) strong back framing material shall be cut minimum two-inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening six-inches minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured. The door opening shall be framed with minimum two-inch by four-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at not more than 24-inches (610 mm) on center. Blocking shall also be secured at not more than 48-inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every six-inches (152 mm) on center. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an approved manner.
- 4.3.2 The contractor must secure one door (preferably the front or main entrance) with hinges and padlock(s) to ensure the ability of the Code Compliance Department or the owners to enter the structure. The Compliance Department Technician must be provided with a copy of the key to the padlock.
- 4.3.3 All two-inch by four-inch interior wood stock shall be padded with permanently attached carpet type material minimum four-inch by eight-inch. Padding shall be adjusted to prevent damage to interior walls and wood trim.
- 4.3.4 Closure (see attached diagram, Appendix A).
- 4.3.5 Clean interior: Remove all trash and debris. Correct any unsanitary conditions such as stopped-up commodes. Please refer to Section 4.2.6.
- 4.3.6 Cleaning exterior: Remove all trash, debris, and junk from premises, including under structure. The contractor must cut any grass in excess of ten-inches high.
- a.) Mowing, edging, and trimming: All areas shall be mowed with sharp mower blades at all times to provide a quality cut to a height no greater than three-inches. Clippings will be left

on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings shall be distributed by mechanical blowing or collected and removed by the contractor. Sidewalks, fences, driveways, and other surfaced areas bordered by grass will be edged. The contractor will clean all clippings from sidewalks, driveways, lanes, curbs, and roadways immediately after mowing and/or edging. Clippings shall not be swept, blown, or otherwise disposed of in streets, lanes, or sewer drains. All of the identified property is to be cleaned up to the curb or lane. No accumulated debris may be left by contractor(s) on or near assigned lots, lanes, public right-of-way, unauthorized trash can, or dumpster.

- b.) No tree or potential tree of three-fourths-inch diameter or more will be cut with the exception of pine seedlings which shall be cut if at all possible.
 - c.) Vegetation and underbrush shall be cut if within 150 feet from any building, structure, recreational area (not including the width of any intervening street) or within 125 feet from a street right-of-way, unless otherwise directed by the Code Compliance Supervisor. All other areas will be cut to a height of not greater than three-inches.
 - d.) Injury to property or any surrounding property shall be reported immediately to the Code Compliance Department Director/Administrator.
- 4.3.7 At its option, the City may request the contractor to apply a defoliant to the property or a portion of the property in order to prevent the growth of vegetation.
- 4.3.8 Where under skirting has been breached, the hole shall be secured.
- a.) Frame hole with ground contact two-inches by four-inches.
 - b.) The lower horizontal frame must be three-inches off ground to allow for ventilation.
 - c.) Frame shall be bolted to the width of masonry.
 - d.) Every opening larger than one-square foot in area that is located less than eight feet above the ground or that is accessible from ground level or within eight feet in any direction of an exterior stairway, fire escape, or other means of access shall be closed with a polycarbonate material. The material must be transparent to allow for visibility of the property and to prevent entry from unauthorized persons.
 - e.) Paint one coat exterior primer to match windows and doors.

4.4 **Removal of Debris**

- 4.4.1 Prior to securing of structure, the contractor shall remove, and properly dispose of, all debris and trash including, but not limited to refrigerators, freezers, or stoves. Furniture or other personal property that is in good condition shall remain. Abandoned vehicles will be removed by the Code Compliance Department at the City's expense.
- 4.4.2 The contractor must provide on-site construction containers in an amount adequate to insure that all debris is properly containerized while on site.
- 4.4.3 The contractor must provide barricades, flashers, and other necessary safety equipment during all times of securing and debris removal.

4.5 **Damages**

- 4.5.1 Repair of all damage done to sidewalks, driveways, curbs, fences, streets, fire hydrants, street and traffic signs, light standards, or adjacent structures shall be at the contractor's expense.
- 4.5.2 If the contractor refuses or fails to perform the work with such diligence as will insure its completion within the time specified in these specifications, the City, by written notice to the

contractor, may terminate the contractor's right to proceed with the work. Upon such termination, the City may take over the work and perform the same to completion, by the contract or otherwise, and the contractor and his sureties shall be liable to the City for any additional cost incurred by the City in its completion of the work, and the contractor shall also be liable to the City for liquidated damages for any delay in the completion of the work in the amount of \$50.00 per day.

- 4.6 The successful bidder may not subcontract any part of the work covered by this contract without prior written approval from the City.
- 4.7 The City reserves the right to cancel this contract if and when it feels services rendered are unsatisfactory. The City shall be the sole judge in this matter.
- 4.8 This bid package contains six separate components which must be quoted individually as well as part of the total securing component:
- 4.8.1 Closing - This includes securing all windows and doors to meet specifications. Please see Section 4.3.
 - 4.8.2 Clean Interior – To meet specifications. Please see Sections 4.2.6 and 4.3.5.
 - 4.8.3 Clean exterior – To meet specifications. Please see Sections 4.2.6 and 4.3.6.
 - 4.8.4 Securing under skirting – To meet specifications. Please see Section 4.3.
 - 4.8.5 Securing/Re-securing of windows – To meet specifications. Please see Section 4.3.
 - 4.8.6 Securing/Re-securing of doors – To meet specifications. Please see Section 4.3.
- 4.9 Photographic Evidence: The contractor(s) shall take color digital photos of the front, side, and rear of all property immediately prior to beginning work and again immediately after the work has been completed. The dates on the photos must be the same. Large projects requiring more than one day to complete should have photos of interim stages to document the need for additional time. The Code Compliance Department case number and property identification number (PIN) of the photographed lots must be displayed on the initial before-and-after photograph, followed by the photos depicting the lot. The dated photos will be turned into the technician with the completed work package. Photos provided to the technician will be no smaller than three-inches by five-inches, and the date/time stamp must be clearly visible. It is the contractor's responsibility to provide a digital camera capable of at least 12 mega pixels with image resolution of 1280 by 1224 that adds date stamp on the face of picture. Handwritten date/time on the photograph will not be accepted.
- 4.9.1 Measuring implements: A measuring device approved by the Code Compliance Department must be used in photographic evidence, to clearly distinguish the height of the grass/weeds on the parcel to be mowed.
 - 4.9.2 Printer: The contractor is required to have access to a high capacity color printer capable of 200 imprints.
- 4.10 Qualifications/References: The vendor must be able to demonstrate the successful completion of projects with a similar scope of work. The vendor shall supply a minimum of three references (including company name, contact person and phone number) for whom s/he has completed similar projects. References must be submitted in order for the bid to be further considered. See Attachment 1.
- 4.11 This contract will be awarded to the vendor(s) offering the lowest net price per square foot, and meeting or exceeding all specifications herein. The City also reserves the right to appoint a primary, secondary and tertiary vendor if deemed advantageous. The primary, secondary, and tertiary vendors may be assigned

securing projects at the same time in order to expedite the enforcement process.

4.12 This is an annual contract and prices are to be held firm. The first term will begin on the date of award and will end on December 31, 2019. All renewal options, if exercised, shall begin on January 1 and shall end on December 31 of each subsequent year. This contract may be renewed for three additional one year periods at the same terms and conditions upon mutual agreement of the contracting.

4.13 **Insurance Requirements**

Comprehensive General Liability

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

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

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

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

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

Commercial Automobile Liability

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

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

Workers Compensation

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

Minimum employer’s liability limits:

- \$500,000 each accident

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

Contractor will provide a Certificate of Insurance reflecting required coverage.

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

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

Umbrella/Excess Liability

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

Minimum limits:

- \$5,000,000 per occurrence
- \$5,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

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

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

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.

5.0 **General Conditions**

5.1 The bid response shall include all documents required in the bidder's checklist.

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

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

- a.) The total number of square feet in the building(s) to be secured. The total number of windows to be secured. This will be agreed upon prior to notice to proceed.
- b.) The total number of doors to be secured. This will be agreed upon prior to notice to proceed.
- c.) The contract price per square foot, for interior cleaning and for exterior cleaning/lot clearing.

- d.) The total price of the job.
- e.) The location of the structure to be secured.
- f.) Invoices are to be submitted within five days after completion of work.
- g.) Before and after photographs of job as specified in section 4.2.5.
- h.) Under no circumstances shall the contractor submit an invoice for payment prior to the completion of work.

Failure to provide the information specified above shall delay payment.

- 5.3 Original invoices and keys to assigned properties should be delivered to:

City of Savannah
Code Compliance Department
1700 Drayton Street
Savannah, Georgia 31401

A copy of the original invoice should be sent to:

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

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

EXCEPTION SHEET

Event No. 6913

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

EVENT NUMBER: 6913

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: _____)**

**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	ESTMATED QUANTITY	UNIT PRICE/EACH	TOTAL
1	Closing – As per Section 4.3			
2	Clean Interior – As per Sections 4.2.6 and 4.3.5			
3	Clean Exterior – As per Sections 4.2.6 and 4.3.6			
4	Securing of under skirting – As per Section 4.3			
5	Securing/Re-securing of windows – As per Section 4.3			
6	Securing/Re-securing of doors – As per Section 4.3			

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? _____

HAVE YOU INCLUDED PROOF OF AUTHORIZATION FOR DUMPING AS PER SECTION 4.2.10? YES or NO (please circle)

CAN YOU PROVIDE PHOTOGRAPHIC EVIDENCE AS PER SECTION 4.9? YES or NO (please circle)

DID YOU COMPLETE ATTACHMENT A AS PER SECTION 4.10? YES or NO (please circle)

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

SECTION 01310
DISADVANTAGED BUSINESS EMPLOYMENT PROVISIONS

The City of Savannah actively encourages employment and participation of small and disadvantaged businesses in all City contracts. Attention of the bidders is called to contract conditions contained herein pertaining to non-discrimination, equal employment opportunity, subcontracts, and opportunities for project area residents.

It is the policy of the City of Savannah that disadvantaged business enterprises (DBEs) be given fair opportunity to participate in the performance of services for the City, and that prime contractors utilize DBE subcontractors and suppliers to the fullest extent possible consistent with the efficient performance of the contract. The City of Savannah has established an **XX% DBE goal for this project.**

In order to determine compliance, bidders shall **submit the following completed documents in a separate sealed envelope** clearly marked with the bid number, project name and number and **marked (Section 1310 Disadvantaged Business Employment Provisions)** with their bid:

1. Non-discrimination statement (Sec. 01310-3) and;
2. Proposed schedule of disadvantaged business enterprise participation (Sec. 01310-4) and;
3. Documentation of Good Faith Efforts [**Submit only if the goals are not met.**]

Failure to submit the required documents shall result in the bid not being read or considered.

Suggestions to help meet the goal:

- ✓ Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of DBEs.
- ✓ Advertising in general circulation media, trade association publications, or disadvantaged business enterprise media to solicit bids from DBE subcontractors or suppliers. **[Advertisement should appear at least 10 days prior to bid due date, unless the City's solicitation period is shortened.]**
- ✓ Designating portions of the work for DBE subcontracting in trades with established availability of DBE subcontractors.
- ✓ Providing a minimum of 10 days notice prior to the Bid due date to DBEs when requesting bids or proposals for furnishing material or services as a subcontractor or supplier.

Any attempt to submit false information, will result in a recommendation that the bidder be debarred from participating in future City contracts.

The contractor is required to fulfill any DBE utilization commitments made unless good cause is demonstrated for any failure to fulfill such commitment. **Written approval is required prior to**

any substitution.

The contractor will maintain records and information necessary to document compliance with Good Faith Effort requirements, and the City shall have the right to inspect such records.

Any DBE listed in the completed form entitled "Proposed Schedule of DBE Participation" (Section 01310-4) must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

No bidder shall enter into an agreement with any DBE that would in any way limit the DBE's opportunities to sell to, or act as subcontractor for, any other party. Violation of this requirement would be grounds to deem the bidder non-responsive to this bid solicitation.

The following resources are available to aid bidders in complying with this section:

The State of Georgia Department of Transportation maintains a website listing of Disadvantaged Business Enterprises located at www.dot.ga.gov/PS/Business/DBE

Chatham County Purchasing Department maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 652-7860.

GA Tech Procurement Assistance Center maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 963-2524.

Savannah/Hilton Head International Airport Commission maintains a listing of Disadvantaged Business Enterprises to include Contractors, Consultants and Suppliers. Contact (912) 964-0514 or visit the website at www.savannahairport.com

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

NON-DISCRIMINATION STATEMENT

The prime contractor / bidder certifies that:

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

Signature

Title

PROPOSED SCHEDULE OF DBE PARTICIPATION

Any DBE listed in this completed form must be certified by an approved agency such as USDOT, GDOT, or SBA 8(a) prior to the due date of this bid. Proof of DBE certification such as a certificate or letter from the certifying agency is required to accompany the bid. A firm that has submitted an application for DBE certification or an application for DBE certification under review but has not been certified is not qualified as a certified DBE and will not be recognized as such during the City's evaluation process.

Name of Bidder/Proposer: _____ Bid No. _____

Project Title: _____.

NOTE: Proof of DBE certification must be attached to this completed form for all firms listed in the table below.

Name of DBE Participant	Telephone	Email	Address (City, State)	DBE? (Y/N)	Type of Work Sub-Contracted	Sub-contract Value (%)	Sub-contract Value (\$)
						%	
						%	
						%	
						%	
						%	
						%	
Total Base Bid							\$
Total Proposed DBE Subcontracts							\$
Bidder's Proposed DBE Participation							%

The undersigned will enter into a formal agreement with the DBE Subcontractors/Proposers identified herein for work listed in this schedule conditioned upon executing of a contract with the Mayor and Aldermen of the City of Savannah. The Prime's subcontractors' subcontractors must enter into a formal agreement with the tier subcontractor identified herein for work listed in this schedule. It is the responsibility of the Prime contractor to ensure compliance by all subcontractors.

Joint Venture Disclosure

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

Joint Venture Firms	Level of Work	Financial Participation

Printed name (company officer or representative): _____

Signature: _____

Title: _____ Email: _____

Telephone: _____ Fax: _____

Disadvantaged Business Enterprise

GOOD FAITH EFFORT

Prime Company Name

Bid Date

Project Name

Event Number

If you have failed to secure DBE participation or if your DBE participation is less than the City's project goal, you MUST complete this form.

If the bidder's method of compliance with the DBE goal is based upon demonstration of a good faith effort, the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City. Compliance with each item, 1 through 4 below, shall satisfy the Good Faith Effort requirement absent proof of fraud, intentional and/or knowing misrepresentation of the facts or intentional discrimination by the bidder.

This form must be submitted in its entirety with supporting documentation in a separate sealed envelope with your bid prior to the time of bid opening. Failure to comply will result in the bid being considered non-responsive and the bid will not be read or considered.

- 1.) Please list each and every subcontracting and/or supplier opportunity (DO NOT LIST NAMES OF FIRMS) which will be used in completion of this project, regardless of whether it is to be provided by a DBE or non DBE.

(Use additional sheets, if necessary)

List of:

Subcontracting Opportunities

List of:

Supplier Opportunities

2.) Did you obtain a current list of DBE firms?

Yes

Date of Listing ____/____/____

No

Source _____

3.) Please indicate subcontract or supplier list categories for which potential DBE bidder lists were provided? Provide detail of how these DBEs were solicited.

_____	_____
_____	_____
_____	_____

4.) **Please attach the following:**

(1) Completed Good Faith Effort Log see: 1310-7 Log

(2) Evidence of solicitation to prospective DBE firms, such as advertisements, copies of solicitation letters, faxes, emails and other to substantiate efforts.

DEMONSTRATION OF GOOD FAITH EFFORTS MUST INCLUDE ALL ITEMS OUTLINED IN THIS SECTION.

SECTION 01437
DBE PARTICIPATION REPORT

IMPORTANT NOTICES

- The DBE Participation Report (Form 01437) must be submitted to the City of Savannah **Contract Analyst and the Office of Business Opportunity** with each pay request. Failure to submit this form can result in no credit toward contracted DBE requirements and a possible delay in monthly progress payments.
- The Prime Contractor/Consultant **may not change DBE firms without prior written approval of the City.** Contractors/Consultants may use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). Any unauthorized substitution of DBE subcontractors can result in withholding of payments for up to 30 days until compliance is reestablished.
- **Documentation providing proof of payments to DBEs for work on this project shall be kept on file and available for inspection by City staff.**

PROJECT NAME & NUMBER: _____ DATE _____ REPORT NO. _____

PRIME CONTRACTOR/CONSULTANT _____ CONTRACT AMOUNT (\$) _____

DBE GOAL ___% This is the final project report. End Date: _____

DBE INFORMATION					DBE PAYMENTS			
APPROVED DBEs	DESCRIPTION OF WORK or SUPPLIES	DBE CONTACT PERSON	DBE CONTACT PHONE #	DBE CONTACT EMAIL	ORIGINAL SUBCONTRACT AMOUNT	PAYMENT DATE(S)	TOTAL PAID THIS PERIOD	TOTAL PAID TO-DATE

Total DBE Paid To Date: \$ _____ %

CONTRACTOR: I hereby certify this information is true and correct; and supporting documentation is on file and available for inspection by the City at any time.

SIGNED _____ TITLE _____ DATE _____

CITY OF SAVANNAH

This report has been reviewed for DBE contract compliance.

SBO Compliance Coordinator _____ DATE _____

INSTRUCTIONS TO CONTRACTOR/CONSULTANT

To receive credit toward contracted DBE goals, the Prime Contractor/Consultant must complete and submit this form with each Request for Periodic Payment, beginning with the first payment request. An additional copy of this section must be submitted **to the SBO Compliance Coordinator**. The Office of Business Opportunity may be contacted by phone at (912) 652-3582 or by fax at (912) 651-3175. **Failure to submit this form may result in no credit toward the contract DBE requirements and a delay in monthly progress payment.**

1. Project Name: The official name of the project as stated on the contract
2. Date: Date Report is being submitted
3. Report Number: Reports must be consecutively numbered.
4. Contract Amount: Total amount of the contract to be paid to the Prime Contractor/Consultant by the City of Savannah for completion of the project.
5. DBE Goals: Enter the contracted DBE Goals per the signed agreement.
6. Final Project Report: Place an "X" or checkmark in this box when the project has been completed and the report submitted is the final payment report. Enter the date of project completion.
7. DBE Information: ONLY DBEs that have been verified and approved by the City of Savannah DBE Office, from the Prime Contractor's/Consultant's "Proposed Schedule of DBE Participation" may be included on the payment report. NO SUBSTITUTIONS OR CHANGES IN GOALS MAY BE MADE without prior written approval by the City.
8. DBE Payments: Enter the actual amount of the subcontract agreement for each approved DBE, the date of any payments occurring within the report period, the amount of the payments to each DBE during this period and the total each DBE has been paid-to-date.
9. Earnings-to-date: Enter the total amount paid to date to all DBE subcontractors.
10. Contractor Certification: The contractor or his authorized representative must sign this form prior to submittal. Signature indicates that all information is true and correct and documented proof of all information is on file and available for City of Savannah review at any time.

GENERAL INFORMATION

The prime contractor/consultant may not change DBE firms without prior written approval of the City of Savannah Office of Business Opportunity. Approval cannot be obtained from the City's Project Manager, Contract Analyst or other City of Savannah employees. Contractors/Consultants must use the Add/Change of DBE Subcontractor Form (Section 01438) to request changes to the Proposed Schedule of DBE Participation (Section 01310). **Any proposed changes must meet established DBE goals and conform to contract regulations and DBE Program Requirements.**

If the prime contractor/consultant in its bid/proposal included any second or lower tier subcontractor/sub-consultant/supplier towards meeting the goal, it is the sole responsibility of the prime contractor/consultant to ensure all DBE firms have been reviewed and approved by the City of Savannah and to document all subcontracting/sub-consulting and/or supplier participation dollars counted towards the goal, irrespective of tier level. Upon completion of the work, a final "DBE Participation Report" will be required and submitted with the final pay request.

As per the City's contract, the City's SBO policy, and signed participation reports: the prime contractor/consultant certifies all DBE payment information to be true and correct, to have all supporting documentation on file and to make copies of this documentation available to the City of Savannah. **Prime contractors/consultants will periodically be required to provide copies of payment documentation** for DBEs being counted toward the DBE goal (including the prime contractor/consultant, if it is a DBE and being counted toward the goal). Failure to comply with the City's request to provide the required documentation may cause the City to withhold payments due the prime contractor/consultant until compliance is attained. Payment documentation includes but is not limited to:

- signed sub-contracts with DBEs being utilized in meeting the project's DBE goals
- DBE invoices for payment related to the project
- proof of payment of DBE invoices related to the project

HIRE SAVANNAH AGREEMENT

Event #:		Event Name:	
Bidder/Proposer Name:			

The City of Savannah Mayor and Aldermen have established a priority to increase the utilization of the local workforce to the greatest extent possible on City contracts. To achieve this goal, the City has established the Hire Savannah Policy and Program which shall be included in all eligible bid awards of \$100,000 or more for covered services and \$250,000 or more for construction-related services as a method of inducing contractors to hire qualified workers who reside in Savannah, Georgia.

Contractors responding to this solicitation are required, as an issue of responsibility, to indicate that it agrees, if awarded a Covered Contract, to be bound to contractual obligations requiring it to use good faith efforts to meet the Hire Savannah Program requirements. If the bidder or proposer fails to respond affirmatively, it shall be deemed non-responsive to the solicitation.

A "Covered Contract" is a City-awarded contract that: (a) is not subject to state or federal requirements that prohibit or pre-empt the application of this Program to the contract; and (b) pays the Contractor \$100,000 or more for covered services or \$250,000 or more for construction-related services. "Construction-related Services" means services purchased by the City that involve construction, demolition, alteration and/or repair of city buildings, city public works or other city facilities.

Covered Services include the following services purchased by the City: food preparation or distribution; security services; routine maintenance services, such as janitorial, cleaning, refuse removal, recycling collections, and other similar services for normal upkeep of facilities; repair or refinishing services for furniture, fixtures, vehicles, machinery, or equipment, including preventative maintenance replacement of parts, and other activities needed to preserve the asset; clerical or other nonsupervisory office work, whether by temporary or permanent personnel; printing and reproduction services; and landscaping, lawn, or agricultural services. Covered Services does not include professional services, which are those technical services provided by an individual licensed Georgia professional or a registered professional consultant, including but not limited to lawyers, architects, engineers, and other design consultants.

The City of Savannah Hire Savannah Policy is posted on the City of Savannah website. By signing below, the Bidder/Proposer affirms that it has read, understands and agrees to be bound by the terms and conditions of the Hire Savannah Policy.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Company Name: _____

Company Address: _____

Company Official/Representative: _____

Position Title: _____

Authorizing Signature: _____ Date: _____

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.