

CONSTRUCTION MANAGER AT RISK NORTHWEST PRECINCT EVENT NO. 11576

Table of Contents

Section I – Table of Contents

Section II - Project Overview, Scope, Selection Process and Award

- 2.0 General Overview
- 2.1 Broad Description of Project
- 2.2 Project Discussion
- 2.3 Scope of Services
- 2.4 Evaluation, Selection and Approval
- 2.5 Basis of Evaluation
- 2.6 Proposal Format
- 2.7 Terms of Contract
- 2.8 Contacts/Questions
- 2.9 Owner Supplied Documentation
- 2.10 Additional Costs
- 2.11 Disclaimers
- Section III Fee Proposal
- Section IV Attachments
 - Attachment A Statement of Qualifications
 - Attachment B Standard Form of Agreement Between Owner and Construction Manager as Constructor – AIA Document A133 – 2019
 - Attachment C General Conditions of the Contract for Construction AIA
 - Document A201 2017
 - Attachment D Insurance Requirements
 - Attachment E DBE/LDBE Requirements
- Section V Exhibits
 - Exhibit A Preliminary Site Concept Design
 - Exhibit B Central Precinct Record Drawings

SECTION II

SCOPE OF WORK

2.0 GENERAL OVERVIEW

The City of Savannah (City/Owner) is accepting Proposals from qualified construction firms to provide Construction Manager at Risk (CMAR) services for the Northwest Precinct project. It is the City's desire to hire a construction firm with previous experience in constructing public safety facilities. The City is seeking a CMAR with at least 10 years of proven experience in similar projects. Only construction firms demonstrating the experience, capabilities, and availability of qualified staff to provide CMAR services for the Northwest Precinct project will be considered.

The City intends to enter into a preconstruction services contract with the selected CMAR firm pursuant to the information contained in this Request for Proposals (RFP). The CMAR firm (which may be referred to within this RFP as "Respondent", "Proposer", or "Construction Firm") will be responsible for collaborating closely with members of the project team, including the Owner, the Owner's Project Manager, the Design Team, and other consultants contracted by the Owner to deliver a project that meets the scope, budget, schedule, and quality requirements. The selected CMAR firm will assist the Owner and its Design Team with cost estimating, value engineering, constructability review throughout the design phase, and development of a Guaranteed Maximum Price (GMP). Upon approval of the GMP, the CMAR shall proceed to implement and construct the improvements per the approved construction drawings and specifications.

Successful respondents will clearly demonstrate a comprehensive understanding of the project's objectives and exhibit highly qualified abilities to achieve these objectives. The City reserves the right to request subsequent interviews as part of the evaluation process. All questions or concerns shall be submitted via the question submission feature on the City's Supplier Portal.

A **non-mandatory** pre-proposal meeting is scheduled for April 22, 2025, at 3:00 PM est. Location: Floyd Adams Complex room 1054, 20 Interchange Dr. Savannah, GA 31415. This conference will allow construction firms to discuss the scope of services and resolve any questions pertaining to this event prior to submission of their proposal.

2.1 BROAD DESCRIPTION OF PROJECT

The new Northwest Police Precinct will be all new construction on City-owned property at 1009 Louisville Road, Savannah, GA 31415, to replace an existing precinct facility in leased space on West Bay Street and East Lathrop Avenue, however with a somewhat different set of accompanying operations. The facility will feature one single-story building, the design of which will be generally based on the existing SPD Central Precinct, a metal-framed 13,260 GSF building with brick veneer, pre-cast panels, truss joists, and TPO/metal roof at 3300 Martin Luther King, Jr. Blvd.; however, with additional components and a total floor space of likely around 19,000 SF, plus an enclosed 16,000 SF garage attached to the building. The building will house offices, lobby/reception area, squad room, community/training room, a Real-Time Crime Center, conference rooms, interview rooms, K9 facilities, intake/intox rooms, fitness room, showers/lockers, storage, and other uses and ancillary components. There will be a significant amount of IT infrastructure in the building, in part to accommodate the Real-Time Crime Center. All floors will be stained or polished concrete. Site work will include a substantial amount of earthwork and stormwater installations, as most of the property lies in the floodplain, along with utilities, paved parking, drives, landscaping, other accessory features such as a dumpster enclosure and a stand-by generator, and erosion control.

2.2 PROJECT DISCUSSION

- A. Project Type: The City intends this project to be completed as a Construction Manager at Risk (CMAR) project. The intention is for the selected CMAR firm to assist the Owner and its Design Team with cost estimating, value engineering, and constructability review during the design phase, and then upon approval of a Guaranteed Maximum Price, shall build the Northwest Precinct project.
- B. Project Budget: The construction budget has not yet been established, but will be in place by the time the CMAR preconstruction services agreement is awarded. The CMAR is expected to collaborate with the Owner and Design Team to fully vet and manage the project within the budget, ensuring that the total project cost does not exceed the established amount. Any costs beyond the budget will require prior approval from the Owner.
- C. Contract: The CMAR contract will be independent of any other consultant contract entered into by the City, such as the architectural design contract. The contract will be based on actual cost of initial services and at a later time a fixed fee, not to exceed a Guaranteed Maximum Price (GMP) for construction services. Development of the GMP is based on open book, competitive bids solicited from qualified subcontractors and vendors. All savings, including unused contingency, will be retained by the Owner. If the CMAR fails to negotiate an acceptable GMP, the City can directly utilize the design package to solicit a competitive bid(s) for completion of the entire project.
- D. Schedule: The project timeline is driven by the non-extendable lease expiration of the current Northwest Precinct at the end of 2026, and strict adherence to the schedule is critical. To mitigate delay risks, the plan is to initiate site work through an early release site work package while finalizing and executing the full GMP contract for the broader construction scope. Early procurement of long-lead items during design and preconstruction will also be explored.

Activity	Date
Conceptual Design	April – June 2025
Schematic Design	June – August 2025
CMAR Contract Award	July 2025
Design Development	August – October 2025
Construction Documents for Permitting & Pricing	October – December 2025
Permitting, Pricing, and Final Construction Docs	October 2025 – January 2026
Site Work Early Release Package	January – February 2026
GMP Approval	February 2026
GMP Construction	February 2026 – January 2027

Temporary Certificate of Occupancy	December 16, 2026
Closeout	December 2025 – January 2027

The project is planned so that the CMAR will join the project team during design development which will fall at the end of July/beginning of August 2025.

- E. Guaranteed Maximum Price (GMP): The CMAR will be responsible for updating estimated construction costs throughout the design process. Upon completion of the design phase, the CMAR will submit their base bid (GMP) along with any bid alternates. Upon receipt of the CMAR's GMP pricing, the Owner may choose to negotiate with the CMAR to make final adjustments to the Project scope and construction documents to reconcile the Project scope and GMP pricing. The GMP will be presented to City Council for final approval as an amendment to the original Agreement.
 - 1. Disadvantaged Business Enterprise (DBE), Local Disadvantaged Business Enterprise (LDBE) Participation Plan will be required at the time of GMP submission. The participation goal established for the City of Savannah is 20% DBE with a 10% L/DBE participation on procurement opportunities. Please see Attachment E for more information on the DBE/LDBE Program.

2.3 SCOPE OF SERVICES

The scope of services requested by this RFP to be completed by the CMAR includes but is not limited to the following key elements:

- A. Preconstruction Services
 - Provide comprehensive preconstruction services as outlined in the RFP and all attachments, including design review, constructability analysis, budgeting, and scheduling assistance to help refine project scope and deliverables.
 - CMAR is expected to facilitate value engineering, cost estimating, and identify potential risks or constraints that may affect project delivery.
 - CMAR should collaborate with the design team to ensure design completeness and constructability.
 - Provide early procurement strategies and assist with subcontractor prequalification.
- B. Development of a Guaranteed Maximum Price (GMP)
 - The CMAR shall be responsible for preparing and submitting a GMP that reflects all costs associated with construction, including labor, materials, subcontractor costs, general conditions, overhead, and profit.
 - The GMP shall be finalized following preconstruction services and approval by the Owner.
 - The CMAR will adjust the GMP based on any changes to the scope or design modifications and work with the Owner to manage the budget and cost control throughout the project.

- C. Construction Services
 - Provide full construction services as described in Section 2.1 of this RFP, which includes all activities necessary for completing the project, from groundbreaking to final project delivery.
 - This includes managing the construction workforce, scheduling, procurement, and ensuring that all work is performed in compliance with the project plans and specifications.
 - The CMAR will oversee the coordination of subcontractors, material delivery, equipment, and ensure all work is done according to the approved schedule.
 - CMAR is expected to proactively manage and mitigate construction risks, handle unforeseen conditions, and maintain high standards of safety and quality.
 - Ensure compliance with all local, state, and federal regulations throughout the construction process.
- D. Permits, Bonds, Insurance, and Other Project Requirements
 - The CMAR shall be responsible for acquiring all necessary permits, licenses, and approvals required by local authorities for the project.
 - CMAR is responsible for securing performance bonds, insurance coverage, and any other requirements stipulated in the RFP or required by law for the project.
 - CMAR shall ensure that all work is covered by the appropriate liability insurance and worker's compensation policies.
 - Ensure that all bonding requirements are met, including payment and performance bonds as required by the project specifications.
 - CMAR must comply with safety protocols and provide all necessary safety plans to mitigate risks on-site, ensuring a safe environment for workers, subcontractors, and the public.

2.4 EVALUATION, SELECTION, AND APPROVAL

- A. Evaluation: Proposals shall be evaluated by a selection committee comprised of City staff.
- B. Selection Process: The City may elect to use a two-step process for the selection of a CMAR on this project. The Selection Committee will initially review each proposal received utilizing the technical criteria outlined in the Statement of Qualifications. Following this initial evaluation firms deemed to be qualified by the selection committee may be invited for an interview. Interviews shall demonstrate to the committee the respondents' understanding of the project's scope of work and shall be expected to discuss their particular approaches to successful, timely completion of the Project in accordance with the terms of the Contract Documents. Further instructions and clarifications for interviews will be issued to the short-listed CMARs.

C. Selection and Approval: Proposals shall be evaluated according to the following criteria and weight at a minimum:

Cover letter / Firm Description	pass/fail
Qualifications and Project Experience	55 points available
CMAR Approach	25 points available
References	5 points available
Fees	15 points available
Total Points	100 points available

- D. Minimum Qualifications in order to be considered for award:
 - Construction of two (2) public safety facilities within the last ten (10) years. One (1) of those projects must show a total construction cost over \$3,000,000 with a total size of 8,000 square feet or greater.
 - Experience on one (1) project that shows CMAR abilities, including but not limited to, cost estimating, value engineering, and constructability review throughout the design phase, delivery of a successful Guaranteed Maximum Price, and successful completion of the project, with preference on public safety facility building.
- E. The City reserves the right to request a Best and Final Offer (BFO) from any or all proposers, and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.
- F. Failure of a CMAR to provide any portion of the requested information may result in declaration of the CMAR's qualifications package being declared non-responsive. The City reserves the right to reject any and all of the proposals submitted.
- G. If necessary, negotiations with the selected CMAR will be conducted; should contract and/or pricing negotiations fail, the City may enter into negotiations with one of the other highly ranked CMARs.

2.5 BASIS OF EVALUATION

A. Qualifications and Project Experience (55 points):

Each Proposer shall submit a summary of their qualifications and experience as requested in the attached "Statement of Qualifications" (Attachment A). In evaluating proposals submitted pursuant to the request, the City of Savannah places high value on the following factors, not necessarily in order of importance:

- 1. Proposer's expertise necessary to perform all portions of the work required.
- 2. Proposer's overall reputation, service capabilities, and quality as it relates to this project type. This includes the CMAR's experience and reputation with similar projects.
- 3. Provide information on the firm's proposed staff. Identify project key individuals and provide

relevant experience, resumes, job description, responsibilities, and project organizational chart. To be considered for award, the project will require a full-time Project Manager and a full-time Superintendent.

- 4. Ability of the CMAR to identify potential subcontractors with the necessary qualifications for a project of this nature and the experience of the CMAR in working with subcontractors with the necessary qualifications.
- 5. Proposer's capacity and intent to proceed without delay if selected for this work.
- 6. Work samples that demonstrate:
 - i. Experience completing projects of a similar scope, scale, and complexity
 - ii. Quality of work product
 - iii. Client satisfaction
 - iv. Ability of the Proposer to complete projects within established schedules and within project budgets.
 - v. Risk assessment/management: solutions to design and construction problems, reflecting on the constructability and coordination of the design drawings
- 7. The Proposer's prior working experience with the City, including, but not limited to, project communication, understanding of existing conditions, adherence to schedule and budget, and quality of construction.
- B. CMAR Approach (25 points):

This section will evaluate the methodology your firm proposes in relation to the anticipated scope of services. It is essential to demonstrate a thorough understanding of these services and your firm's ability to effectively deliver them to The City. Please provide detailed responses to each of the following questions:

- 1. What differentiates your firm from other firms in suitability for the project?
- 2. Describe how your company will maintain quality throughout the design, bidding, construction and post construction.
- 3. Describe your firm's effort and commitment to value engineering, value management, and constructability reviews; and provide results and documentation to support these efforts.
- C. References (5 points): The proposer shall furnish three (3) letters of reference from accounts worked on within the past five years of similar size and magnitude providing similar types of services. References shall include a contact person, email address, and phone number. Failure to provide suitable references may be cause for rejection of the proposal. The CMAR shall not contact any City of Savannah employees to provide a letter of reference.
- D. Fees (15 points): The proposer shall submit fees based on all required services described in the RFP, as outlined in Section III, Fee Proposal. The fee proposal will be evaluated based on the following

breakdown, totaling 15 points. Each category will be scored individually, and proposals that offer lower fees without compromising service quality will receive the highest score.

- 1. Preconstruction Services Fee (5 points): The preconstruction services fee will be evaluated based on the proposed lump sum amount. A lower cost will receive higher points.
- 2. Construction Services Fee (5 points): The construction services fee will be evaluated based on the percentage proposed for the Cost of the Work. The lowest fee percentage will receive the highest score.
- 3. General Conditions Cost (5 points): The general conditions cost will be assessed based on the proposed maximum costs for the management and day-to-day administration of the project. This includes the cost breakdown for project management, site facilities, insurance, temporary utilities, safety measures, and other administrative costs. The lowest general conditions cost will receive the highest score.

2.6 PROPOSAL FORMAT

Response to this RFP must be made in accordance with the requirements set forth in this Section. Failure to adhere to these requirements, or omission of requested information, may be cause for rejection of the Proposal.

A. General Instructions:

One (1) electronically submitted proposal through the supplier portal including supporting documents that must be submitted in response to this work plan. All responses must relate to the specifications as outlined.

Please ensure compatibility with the City's procurement portal. Review submission guidelines carefully to avoid technical issues.

B. Proposal Format:

Proposals shall be submitted in the following format and include the information outlined below. Included page numbers on the response.

- Cover Letter: A cover letter stating the intent of the CMAR for this project. <u>The cover letter</u> <u>must include acknowledgement of all addenda issued for this proposal.</u> If addenda are not acknowledged in the cover letter, the proposal will not be considered further. Also include:
 - (a) a statement indicating the Respondent's intent to execute an Agreement with the Owner if selected for the Project,
 - (b) a summary of why the Respondent believes itself to be the most highly qualified firm for this Project,
 - (c) a statement from the Proposer acknowledging that a selection committee established by the City will evaluate the Proposals and make a recommendation to

City Council, and that the award of the Contract for this project will be at the sole discretion of the City Council,

- (d) a statement of the Respondent's capability to absorb additional workload, availability of personnel, and commitment to provide services on a timely basis,
- (e) and signature of the firm executing the agreement with the City.
- Table of Contents: There shall be a Table of Contents for material included in the Proposal, indicating page locations.
- Statement of Qualifications: Construction firm's response to statement of qualifications (SOQ). Address each statement or question separately as outlined in the SOQ (Attachment A).
- Non-Discrimination Statement.
- References.
- Additional information such as agency brochures, resumes, etc. may be submitted as appropriate and should be included at the rear of the proposal as attachments.
- Fee proposals per instructions, signed by responsible party and submitted as a separate file in the supplier portal.

2.7 TERMS OF CONTRACT

- A. For this solicitation, the City has attached a Sample Contract (AIA-A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor and AIA-A201-2017 General Conditions of the Contract for Construction) for the provision of the goods and/or services requested by this RFP. By submitting a proposal, the CMAR agrees that all the terms of the Sample Contract (Attachments B and C) are acceptable to the CMAR. If any of the terms of the Sample Contract are not acceptable to the CMAR, then the City requests that the CMAR provide a Request for Material Substitution before submitting its Proposal asking to substitute different terms. The City reserves the right to reject any proposals that does not contain the terms of the Sample Contract or contains other terms unacceptable to the City. The City further reserves the right to negotiate any and all terms of an Agreement until the time an Agreement is signed by a representative of the City with proper authority from the City's governing body as well as negotiating any Change Orders or modifications after execution that may be appropriate.
- B. Performance and Payment Bonds: Performance and payment bonds are not required at the time of submitting RFP but will be required in the full amount of the GMP of the Contract and increased as the contract amount is increased if the CMAR is awarded a Contract as a result of this solicitation. CMAR shall provide documentation during the solicitation process that it has the bonding capacity to provide performance and payment bonds in the full amount of the contract amount, if the

recipient of an award. Performance bonds shall be increased as the contract amount is increased. Payment bonds shall be increased if requested by the City as the contract amount is increased.

- C. Insurance Requirements: Refer to Attachment D of this solicitation.
- D. Liquidated Damages: Because it is difficult to definitely estimate and ascertain the amount of said damages, inclusive of, but not limited to, accommodations for, and consequences of loss of use, and extended project expenses, the Owner and CMAR hereby agree that the amount of such damages shall be the daily rate of \$2,500.00 per calendar day, beginning upon the contractually required Material Completion Date and ending on the date that the Certificate of Material Completion is issued, for a maximum of \$500,000.00. The parties agree that the specified Liquidated Damages are not established as a penalty but are calculated and agreed upon in advance as a fair and equitable amount reasonably estimated in advance to cover losses to be incurred by the Owner for such delay or interruption in view of the uncertainty and impossibility of ascertaining actual damages that would be incurred.
 - CMAR Agrees to Pay. The CMAR agrees to pay the amount, computed by multiplying the Liquidated Damages set forth herein by the number of days between the contractually required Material Completion Date and the date that the Certificate of Material Completion is issued.
 - Deducted as They Accrue. Liquidated Damages shall be deducted from Applications for Payment as they accrue, and such deduction shall be in addition to the retainage provided for in the Contract. The remaining balance of any Liquidated Damages shall be deducted from the Payment for Material Completion to the CMAR or its Surety. If the unpaid balance of the Contract Sum is less than the total amount to be deducted for Liquidated Damages as herein above provided, the CMAR shall promptly pay to the Owner, upon the Owner's demand, the amount by which such sum exceeds the unpaid balance of the Contract Sum.

Limitation on Owner's Damages. Except as otherwise set forth in the Contract Documents, damages of the Owner for delay shall be limited to the Liquidated Damages as defined herein. Nothing in this paragraph shall be construed to limit Owner's right to pursue damages or remedies for claims against the CMAR for reasons other than delay.

2.8 CONTACTS/QUESTIONS

All questions regarding this request for proposal shall be submitted via the question submission feature on the City's Supplier Portal. Those intending to respond to this event, their employees, agents and attorneys, shall not contact City Council members, or City staff outside of the Purchasing Department, regarding this event, during the bidding process and evaluation phase.

2.9 OWNER SUPPLIED DOCUMENTATION

Any information released to the selected proposer by the City should be considered "for reference only"; no information should be used without appropriate verification by the City.

2.10 ADDITIONAL COSTS

All anticipated expenses are to be included in the Fee Proposal or accounted for in hourly fees, unless pre-approved by the City. This includes any fees typically considered as reimbursable.

2.11 DISCLAIMERS

- A. All documentation provided by the City shall be field verified prior to use. In no event shall the City be liable for any direct, special, or consequential damages from the use of provided documentation.
- B. While every effort has been made to ensure the accuracy and completeness of information in the RFP, the City recognizes that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the City.
- C. Each firm shall be solely responsible for receiving the RFP documents, including any addenda issued, and any and all conditions which may in any way affect its Proposal or the performance of the work on the project.
- D. Each firm is to determine that the RFP documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the required work on the project. Each firm is responsible for promptly giving the City of Savannah Purchasing Department written notice of all conflicts, errors, ambiguities or discrepancies that the firm discovers in the RFP documents and aspects of the RFP documents that the submitting firm does not understand. Any failure to do so shall be at submitting firm's sole risk, and no relief for error or omission will be provided by the City of Savannah. All communication shall be made in writing via the question submission feature on the City's Supplier Portal.
- E. The City reserves the right to delete any portion of the approved contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the contract to be deleted, the firm shall be paid for actual work completed.
- F. The firm agrees and understands the contract for these services shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

SECTION III

FEE PROPOSAL

Fee proposals shall be submitted on this form in a separate sealed envelope clearly marked Fee Proposal for **Event # 11576** and include the name of the proposer and the name of the project. Fee proposals shall not be included in the bound copy of the proposal. Fee proposals will only be opened if, after the initial evaluation, the proposer is deemed to be qualified. Fee proposals will then be considered in relation to the qualification points awarded to determine the overall best proposal in terms of fees and qualifications. The Total Fee below shall represent all fees associated with providing the Owner a completed project.

ALL ADDENDA MUST BE ACKNOWLEDGED ACCORDING TO THE PROVISIONS SET FORTH IN THIS REQUEST FOR PROPOSAL.

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

1. <u>Preconstruction Services Fee (Lump Sum)</u>

For the Preconstruction Phase Services provided by the CMAR, Owner shall pay to the CMAR a lump sum amount (\$). This fee includes all costs associated with the preconstruction phase and is not broken down by percentage. The Preconstruction Services Fee is a fixed amount agreed upon at the start of the project.

Preconstruction Services Fee	\$

2. <u>Construction Services Fee (Percentage)</u>

For the Construction Phase Services provided by the CMAR, the Owner shall pay to the CMAR a fee, expressed as a percentage (%) of the Cost of the Work. The Construction Fee will be calculated based on the final agreed-upon Guaranteed Maximum Price (GMP) amount for the construction phase. This fee represents compensation for the CMAR's management, oversight, profit, and overhead costs during the construction phase, including administrative, operational, and support costs necessary to execute the project effectively.

3. General Conditions Cost

The General Conditions Cost represents the maximum amount for the CMAR's expenses associated with overseeing and execution of the construction project for an estimated 12-month construction schedule. This includes, but is not limited to, costs related to site utilities (e.g., temporary water, power, and toilets), safety measures, site security, permitting, insurance, bonding, and the costs for temporary facilities (e.g., field offices and trailers). It encompasses all the essential operational costs that ensure smooth execution of the construction from start to finish.

Please provide an itemized breakdown for General Conditions costs on a separate page, including labor costs and other associated expenses. The following is a summary of the General Conditions:

Labor Costs	\$
Site management, project manager, foremen, assistants, etc.	
Other Costs/Expenses	\$
Temporary facilities, utilities, insurance, safety, security, etc.	
Total General Conditions Cost	\$

Submitted By:				
(Name of Firm)				
Proposer:				
Signed:				
Name (Print):				
Address:				
City/State:	Zip:			
Telephone: () Area code				
Fax: () Area code				
EMAIL:				
TAX IDENTIFICATION NUMBER:				
Confirmation Receipt of Addenda(s) Issued:				
Indicate Minority Ownership Status of Bidder (for Statistical Purposes Only):				
Check One:				
Non-Minority Owned	_ Asian American			
African American	_ American Indian			
Hispanic	_ Other Minority (describe)			
Woman (non-minority)				

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, We acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination 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