COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government

FINANCE DEPARTMENT
PURCHASING DIVISION

COLUMBUS CITY HALL
1111 FIRST AVENUE, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: July 20, 2023

REQUEST FOR BIDS: **RFB No: 24-0003**	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of: **FIRE SPRINKLER SERVICE AND INSPECTIONS (ANNUAL CONTRACT)**
GENERAL SCOPE	The Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide fire sprinkler service and inspections, for various City facilities, on an "as needed" basis. The contract term will be for two (2) years, with the option to renew for three (3) additional twelve-month periods.
DUE DATE	**AUGUST 16, 2023 – 2:30 PM (EASTERN)** Responses must be submitted via DemandStar on or before the due date. **A virtual opening will be held during the 3:00 PM hour of the due date.** *Responding vendors are not required but are invited to attend the opening.* If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options**:** Click here to join the meeting **or call in (audio only)** +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number | Reset PIN. ***Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.***
BID SUBMISSION REQUIREMENTS	**See Appendix C for *Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.***
ADDENDA	**IMPORTANT INFORMATION** Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance-2/bid-opportunities. **It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**
"NO BID" RESPONSE	Refer to the form on **page 3** if you are not interested in this invitation.

Andrea J. McCorvey
Purchasing Division Manager

IMPORTANT INFORMATION
e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via **http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier**.

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone:	**404-657-6000**
Fax:	**404-657-8444**
Email:	**procurementhelp@doas.ga.gov**

STATEMENT OF "NO BID"

Complete and return this form immediately if you do not intend to Bid:

Email: bidopportunities@columbusga.org
Attn: Heather Biddle, Buyer

Mail: Columbus Consolidated Government
Purchasing Division
P. O. Box 1340
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB No. 24-0003** for **Fire Sprinkler Service & Inspections (Annual Contract)** for the following reason(s):

___Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below)
___There is insufficient time to respond to the Invitation for Bids.
___We do not offer this product or service.
___We are unable to meet specifications.
___We are unable to meet bond requirements.
___Specifications are unclear (explain below).
___We are unable to meet insurance requirements.
___Other (specify below)

Remarks:_____

_____

_____

_____

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

1. TERM "CITY". The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.

2. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.

3. EXECUTION OF THE BID PROPOSAL. Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.

4. BID DUE DATE. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.

5. BID OPENING. Bids shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each bid, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3. 301A of the Procurement Ordinance (Public Access to Procurement Information).

6. LATE BIDS. It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.

7. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.

8. RECEIPT OF TIE BIDS. In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If feasible, divide the award equally among the bidders.
5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

9. RECEIPT OF MULTIPLE BIDS. **Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor.** Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

10. CONDITIONS AND PACKAGING. Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

11. FREIGHT/SHIPPING/HANDLING CHARGES. All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.

12. CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS
Correction or withdrawal of inadvertently erroneous bids before bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Purchasing Division.

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or if the bidder submits evidence which clearly and convincingly demonstrate that a mistake was made.

All decisions to permit correction or withdrawal of bids or to cancel awards of contracts based on bid mistakes will be supported by the Purchasing Manager's written determination.

13. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

14. BID RECEIPT AND EVALUATION. Bids shall be unconditionally received without alteration or correction except as authorized in the City's Procurement Ordinance. Bids shall be evaluated based on requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life-cycle costs. The specifications presented in the Invitation for Bids shall represent the evaluation criteria. No other criteria may be used to evaluate bids.

15. TIME FOR CONSIDERATION. Bids must remain in effect for at least ninety (90) days after date of receipt to allow for evaluation.

16. BID SECURITY
(1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Manager to exceed $25,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or other form satisfactory to the City. Such bonds may also be required on construction contracts under $25,000 or other procurement contracts when circumstances warrant.

(2) Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount.

(3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for Bids requires security, noncompliance with such requirement shall force rejection of a bid.

(4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-108 Subsection (G) (Competitive Sealed Bidding – Correction or Withdrawal of Bids: Cancellation of Awards), no action shall be had against the bidder or the bid security.

17. CONTRACT PERFORMANCE AND PAYMENT BONDS
(1) When Required: Amounts. When a construction contract is awarded in excess of $25,000, the following bonds or security shall be delivered to the City, and shall be binding on the parties upon the execution of the contract:

a. a performance bond satisfactory to the City executed by a surely company authorized to do business in the State, or otherwise secured in a manner satisfactory to the City, amounting to one hundred percent (100%) of the price specified in the contract; and

b. a payment bond satisfactory to the City executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the City, to protect all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, amounting to one hundred percent (100%) of the price specified in the contract.

At the discretion of the Purchasing Manager, this same condition may be placed on awards of any amount.
(2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to the bonds, in circumstances other than the circumstances described in Subsection (1) above.

18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

(A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
(B) Any irregularities contrary to the General Provisions or bid specifications.
(C) Unbalanced unit price or extensions.
(D) Unbalanced value of items.
(E) Failure to use the proper forms furnished by the Consolidated Government.
(F) Failure to complete the proposal properly
(G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
(H) Failure to properly sign forms in ink.

The City reserves the right to waive any minor informality or irregularity. The City reserves the right to reject any and all bids.

20. BRAND NAMES "OR EQUAL". Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

21. ASSIGNMENT OF CONTRACTUAL RIGHTS. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

22. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

23. TAXES. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

24. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.

25. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

26. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.

27. INDEMNITY. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City

harmless from any and all causes of action or claims of damages arising out or under this contract.

28. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to $25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than $25,000.00.

31. RIGHT TO PROTEST.

(1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.

(2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.

(3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.

(4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

32. FAILURE TO BID. Vendors choosing not to submit a bid are requested to return a **Statement of** "**No Bid".**

33. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT. During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

34. CANCELLATION PROVISIONS. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

35. QUESTIONS: Questions concerning specifications must be submitted, in writing, at least 5 (five) working days

(Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.

36. SAMPLES: When samples are required to be included with the proposal response, the bidder will be responsible for the following:

1) **Unless otherwise specified**, bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
2) Affix an identification label to each individual sample to include bidder's name, bid name and number.
3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.

37. GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

38. PAYMENT DEDUCTIONS: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

39. PAYMENT TERMS: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

40. FINAL CONTRACT DOCUMENTS: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.
Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.
No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED “QUESTION/CLARIFICATION FORM” TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Heather Biddle, Buyer
Email BidOpportunities@ColumbusGA.org

RE: RFB No. 24-0003; Fire Sprinkler Service & Inspections (Annual Contract)

Questions/clarification requests must be submitted at least five (5) business days before the due date:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

From:_____
Company Name Website

_____
Representative Email Address

_____
Complete Address City State Zip

_____
Telephone Number Fax Number

If a Buyer has not confirmed receipt of this form within two (2) business days, vendor must contact the Purchasing Division by calling 706-225-4087.

GENERAL SPECIFICATIONS
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

I. SCOPE

It is the intent of the Columbus Consolidated Government (City) to establish an annual contract with a qualified contractor to provide all labor, equipment and materials to perform fire sprinkler service and inspections on an "as needed" basis for various facilities owned by the City. The equipment may be located in buildings, ball fields, swimming pools, Muscogee County Jail, Muscogee County Prison, City Auto Shop or other facilities owned by the City.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

Refer to **APPENDIX A** for Detailed Specifications.

Refer to **APPENDIX B** for a list of locations and systems. The list is provided for informational purposes only. The City reserves the right to add or remove locations as necessary.

II. TERM OF CONTRACT

A. The term of contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Division Director, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval has been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

III. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e., documentation from manufacturers illustrating the necessity to implement price increases). ***Request for price increases, without documentation, shall not be considered.*** Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the

option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

IV. QUESTIONS / ADDENDA

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 9 & 10)**.** Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at https://www.columbusga.gov/finance-2/bid-opportunities. **It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**

V. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of $2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

(A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;

(B) The user identification number and date of authorization for the affiant;

(C) The affiant will continue to use the federal work authorization program throughout the contract period; and

(D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

VI. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division**,** evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist. The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response**. **Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as list the applicable project or annual contract name, and/or solicitation name and number.** The Certificate of

Insurance will be included with the contract documents prior to signing.

VII. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

VIII. BID SUBMISSION REQUIREMENTS

Bid responses must be submitted via DemandStar. See *APPENDIX C* for: *Submission Requirements; Submission Requirements Checklist; and DemandStar Registration and Submission Instructions.*

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. The City reserves the right to request any omitted information, **to exclude the E-Verify Affidavit and *Communication Concerning This Solicitation form,* WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE.** Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "**Incomplete":**

A. Bid Form and Pricing Page (**Form 1A and 1B**)
B. Bidder Qualifications (**Form 2**)
C. E-Verify/GSICA Form (Refer to page 12, Section V, regarding **Form 3**)
D. Communication Concerning This Solicitation (**Form 4**)
E. Federal Compliance (Form 5)
F. Addenda Acknowledgement Page (**Form 6**) Vendors must include acknowledgment of receipt of addenda **(if any)** in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at https://www.columbusga.gov/finance-2/bid-opportunities. ***Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.***
G. Contract Signature Page (**Form 7**)
H. Insurance (Refer to page 12, section VI, regarding **Form 8**)
I. Business License: Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located.

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091
K. Form W-9: Complete and return **Page 1** of Form W-9 (**https://www.irs.gov/pub/irs-pdf/fw9.pdf**)

IX. AWARD / NOTIFICATION / FINAL INSPECTION / INVOICE

A. Award: This contract will be awarded to the lowest responsive, responsible bidder(s). The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required services, the City reserves

the right to procure from other sources.

B. Notification: After award of the bid, by Columbus City Council, the successful vendor shall receive requests for services on an "as needed" basis. Requests will be made between the hours of 8:00 AM – 5:00 PM, unless there is an emergency.

Contractor shall coordinate scheduling of annual services/inspections with Facilities Maintenance.

C. Final Inspection: Contractor must obtain final inspection from the Facilities Maintenance Manager after work is completed.

D. Invoices: Invoices shall delineate hours worked, material cost, etc. All invoice rates shall be in accordance with this contract. After receipt of goods/services, and upon satisfactory delivery, the successful vendor(s) shall forward invoice(s) to the following address:

Columbus Consolidated Government
Accounting Division
P. O. Box 1340
Columbus, Georgia 31902-1340

Invoice(s) shall reference the bid number (RFB No. 24-0003) and/or purchase order number. Failure to reference the bid number will delay payment of the invoice.

X. TERMINATION OF CONTRACT

Default: If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Compensation: Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes

or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

APPENDIX A

TECHNICAL SPECIFICATIONS
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

I. GENERAL SCOPE

It is the intent of the Columbus Consolidated Government (City) to establish an annual contract with a qualified contractor to provide all labor, equipment and materials to perform fire sprinkler service and inspections on an "as needed" basis for various facilities owned by the City. The equipment may be located in buildings, ball fields, swimming pools, Muscogee County Jail, Muscogee County Prison, City Auto Shop or other facilities owned by the City.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

Refer to **APPENDIX B** for a list of locations and systems. The list is provided for informational purposes only. The City reserves the right to add or remove locations as necessary.

II. QUALIFICATIONS OF BIDDERS

A. The bidder shall ensure that <u>only</u> qualified persons work on City property. All work must be performed by qualified sprinkler technicians with a minimum of five (5) years' experience.

B. Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing agent that it has the necessary ability and financial resources to furnish the service(s) or material(s) specified herein in a satisfactory manner.

C. The bidder may also be required to show history and references that will enable the Purchasing agent to be satisfied as to the bidder's qualifications.

D. Failure to qualify according to the foregoing requirements will justify bid rejection by the City.

III. BIDDER INVESTIGATIONS

Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the City that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful bidder from its obligations to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful bidder.

IV. NEW MATERIAL

Unless otherwise provided in this specification, the bidder represents and warrants that the goods, materials, supplies or components offered to the City under this bid solicitation are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, sullies or components offered are current production models of the respective manufacturer.

V. SCOPE OF WORK

A. <u>DEFINITIONS</u>

Inspection: A visual examination of a system or portion thereof to verify that it appears to be in

operating condition and is free from physical damage.

Testing: A procedure to determine the status of a system by conducting physical checks on water-based fire protection systems such as water-flow tests, fire pump tests and trip tests of dry pipe, deluge, or pre-action valves. These tests follow up on the original acceptance test at intervals specified in the appropriate chapter of the standard NFPA 25.

B. SPRINKLER SYSTEM INSPECTION GENERAL REQUIREMENTS

Visual Inspections – Yearly. The contractor shall visually inspect all system components for proper operation, position and condition as appropriate and as required by NFPA 25. The components shall include, but not be limited to, the following:

- **Control Valves** – The valves are: accessible and in the normally open or closed position, properly sealed, locked or supervised, free from external leaks and properly identified.

- **Check Valves** - Visually inspected to ensure free from leaks and verified direction of water flow.

- **Backflow Preventer** – Control valves open, relief port not discharging.

- **Pressure Regulating Valves** – Verify that the valves are in the open position, not leaking and are maintaining downstream pressures in accordance with design criteria.

- **Alarm Valves/System Riser Check Valves** – Visually inspected, gauges reading properly, no damage, not leaking, trim valves operational.

- **Dry-Pipe Valves** – Exterior inspected, trim valves operational, gauges, no leaks.

- **Sprinkler Heads** – Visually inspect for any corrosion, physical damage, obstructions to spray pattern, check for sprinkler heads with any paint other than manufacturers, concealed covers, spare replacement heads, wrenches and storage cabinet.

- **Piping** – Check for proper pitch, good condition, damage, no leaks or corrosion, hangers and braces properly attached.

- **Alarm Devices** – Water motor gongs, flow switches, tamper switches, and pressure switches shall be inspected for damage, all electrical connections are secured, and the device is visually in good condition.

- **Sprinkler Fire Pumps** – Verify the pump assembly is in operating condition and is free from physical damage; verify power source, control valves, temperature of pump room, no leaks, and pressure gauges correct.

- **Hydraulic Nameplate** – Provided at riser, information complete.

C. SPRINKLER TESTING GENERAL REQUIREMENTS

The NFPA 13 sprinkler system components shall be **inspected** and tested in the following manner: (Owner representative must be present during annual, three-year and five-year inspections.)

- Quarterly (four times per year) – Minor repairs and adjustments.
  As part of this contract, the contractor shall perform all routine adjustments as necessary during the course of testing and inspection to ensure proper operation of the equipment.

- Minor repairs to the sprinkler system shall be made by the contractor. Minor repairs are to be identified prior to the work being done and submitted to the owner for approval. Once approved by the owner, the work shall be done prior to the next quarterly inspection. If the repair is deemed to be of a serious nature and required to maintain the system operational and effective, it should immediately be brought to the attention of the owner so that proper action can be taken.

VI. ANNUAL TESTING

Contractor shall be responsible for arranging the annual testing of fire pumps. Contractor may use sub-contractors, if needed. However, the City will only conduct business with the Contractor.

VII. ESTIMATES

If required, the contractor shall provide to the City an estimate for each assignment, before start of any work. If required by the City, the contractor shall provide such estimate in writing. Payment for the assignment will be based on actual labor and materials used, regardless of estimate, but the actual cost shall not exceed the original estimate by more than ten percent (10%) without justification and advance approval of the City.

VIII. REPORTING

A. Awarded vendor will be required to digitize and keep on hand all inspection reports for the five-year term of the contract. In addition to providing a hard copy of each report at the time of service, a digitized copy shall be available at the City's request.

B. The contractor shall provide to the City a detailed report of each test and/or inspection performed. Reports shall be submitted no later than two (2) days from date of test and/or inspection and shall be in a format approved by the Facilities Maintenance Division prior to start of contract.

APPENDIX B

LOCATIONS AND SYSTEMS
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

Below is a list of Columbus Consolidated Government facilities with water-based Fire Protection Systems. This list is provided for informational purposes only. The City reserves the right to add or remove locations during the course of the contract.

Note: All pumps are electric.

Building	Address	System(s)
City Hall	20 12th St.	Fire Pump Standpipe
Government Center Tower & Parking Garage	100 10th St.	Fire Pump Standpipe Wet System 4 Dry Systems
Comer Auditorium	107 41st St.	Fire Pump Wet System
Fire Station #2	1045 33rd St.	Wet System
Fire Station #7	5543 Buena Vista Rd.	Dry System
Fire Station #3	2000 American Way	Wet System
Fire Station #10	1441 Benning Dr.	Wet System
Fire Station #12	Cargo Dr. & Transport Blvd.	Wet System
Fire Station #14	1180 Old River Rd.	Wet System
Fire Station #15	7301 McKee Rd.	Wet System
Golden Park	100 4th St.	Dry System
Columbus Sports Council: Field House Locker Room/Club House	400 4th St.	 Dry System Dry System
Cornerstone	919 Lawyers Ln.	Dry System
Horizons Columbus Service Center	2401 Buena Vista Rd.	Wet System
Muscogee County Sheriff's Office & Jail	700 10th St.	Wet Systems
Public Safety Building	510 10th St.	Fire Pump Wet System Dry System Pre-action System Dry standpipe
Gallops Senior Center	1212 15th St.	Dry System
Animal Control Center	4910 Milgen Rd.	Dry System
Annex Building	420 10th St.	Wet System
Civic Center	400 4th St.	Fire Pump Class I Standpipes Dry System Wet Systems Small Wet System
Skating Rink	400 4th Str.	Wet System

Building	Address	System(s)
Metra Complex: Metra Bus Garage Metra Wash Rack	814 Linwood Blvd.	 Wet System Wet System
Motor Pool Complex: Repair Garage Paint Shop	1110 Cusseta Rd.	 Wet System Wet System
Muscogee County Prison	7175 Sacerdote Ln.	2 Wet Systems Dry System
Citizens Service Center	3111 Citizens Way	Wet System Dry System
Natatorium/Aquatic Center	1603 Midtown Drive	Wet System
Recycling Center	8001 Pine Grove Way	Wet System
South Commons (stadium)	400 4th Street	Dry System
Fire Station #9	4191 Macon Rd.	Wet System

FORM 1A

BID FORM
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

By signing this Bid Form, the authorized representative understands the City reserves the right to request any omitted information, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information, to exclude *E-Verify Affidavit and Communication Concerning This Solicitation* form. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". Use the following checklist to verify the items are included in sealed bid:

☐ Bid Form ☐ Bidder's Qualifications ☐ E-Verify/GSICA

☐ Communication Concerning This Solicitation ☐ Federal Compliance Form

☐ Addenda Acknowledgement ☐ Insurance Checklist ☐ Contract Signature Page

☐ Business License ☐ W-9 Rev 2018 (Pg. 1 only)

The undersigned hereby agrees that he/she has carefully examined the specifications herein referred to and will provide all furnish all necessary labor, equipment, services and terms to the Consolidated Government of Columbus and will perform said work in the manner specified.

***All shipping, delivery, and /or freight charges must be included in unit price. Columbus Consolidated Government will pay no additional shipping, delivery, freight charges or any other additional fees.**

Vendor's Name Website

Vendor's Street Address (P. O. Boxes will Render Bid Incomplete) City State Zip

Vendor's Remittance or Mailing Address (If different) City State Zip

Phone Number Fax Number Email Address

Signature of Authorized Representative "Print" Name and Title Date of Signature

If certified as a DBE or WBE, list the certifying agency:_____

FORM 1B

PRICING PAGE
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

	REGULAR WORK HOURS	UNIT COST	
1.	Visual Inspection - Yearly	$	Per hour / per Inspector
2.	Sprinkler Testing - Quarterly	$	Per hour / per Inspector
3.	Helper Rate	$	Per hour / per Helper
4.	Fire Pump Testing	$	Per test
	OUTSIDE REGULAR WORK HOURS		
5.	Visual Inspection	$	Per hour / per Inspector
6.	Sprinkler Testing	$	Per hour / per Inspector
	MATERIALS		
7.	Cost + _____ % (Not to exceed 15%)	_____ %	
	RESPONSE TIME		
8.	*Emergency Response Time (Within 24 hours)*	☐ Yes ☐ No	
9.	Regular Working Hours (Within 24 hours)	☐ Yes ☐ No	
10.	Outside Regular Working Hours (Within 24 hours)	☐ Yes ☐ No	

PLEASE INDICATE EMERGENCY CONTACT/WORKER NAME:

Contact Name: _____ _____
Cell phone Pager

Emergency Worker: _____ _____
Cell Phone Pager

EMERGENCY WORKER SHALL BE AVAILABLE 24 HOURS PER DAY/SEVEN (7) DAYS PER WEEK.

_____ _____
Vendor Name Authorized Signature

_____ _____
Print Name of Signatory Date

If certified as a DBE or WBE, list the certifying agency: _____

FORM 2

BIDDER QUALIFICATIONS
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB NO. 24-0003

QUALIFICATIONS OF BIDDERS

A. The bidder shall ensure that only qualified persons work on City property. All work must be performed by qualified sprinkler technicians with a minimum of five (5) years' experience.

B. Each bidder may be required, before the award of contract, to show to the complete satisfaction of the Purchasing agent that it has the necessary ability and financial resources to furnish the service(s) or material(s) specified herein in a satisfactory manner.

C. The bidder may also be required to show history and references that will enable the Purchasing agent to be satisfied as to the bidder's qualifications.

D. Failure to qualify according to the foregoing requirements will justify bid rejection by the City.

The following information shall be provided in the order shown below to allow the City to determine whether the vendor is qualified to perform the work specified:

1) Name of Bidder/Company _____

2) Permanent main office address _____

3) When organized _____

4) If a corporation, when/where incorporated _____

5) How many years have you been engaged in this type of service under your present company/trade name? _____

6) List major equipment available for this project _____
_____
_____

7) List personnel that will be assigned this project and their qualifications _____
_____
_____

8) Have you ever failed to complete a project and/or defaulted on a contract? If so, specify why, when, where and with whom _____

_____

_____

9) Describe your Warranty and Guarantee of Work_____

_____

_____

10) Provide emergency contact information _____

_____

11) List five (5) or more references for similar projects that your company has performed within the last three (3) years, stating contract value and month/year of completion:

	Owner Name/Contract Name Address/Phone/Fax/Email	Contract Value and Completion Month/Year
1.		
2.		
3.		
4.		
5.		

FORM 3

CONTRACTOR AFFIDAVIT

E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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 engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____

Company ID Number ***(numerical, 4-7 digits)*** Date of Authorization

****See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES to access your E-Verify Company Identification Number.**

_____

Name of Contractor

Fire Sprinkler Service & Inspections (Annual Contract); RFB No. 24-0003

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 20__ in _____ (city), _____ (state).

_____

Signature of Authorized Officer or Agent

_____

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ___ day of _____, 20___.

_____

NOTARY PUBLIC

My Commission Expires:

_____

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

FORM 4

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) *BUSINESS* DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

FORM 5

FEDERAL COMPLIANCE

In the event a procurement under this contract is federally funded, the Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. The Contractor will be notified if the procurement is federally funded.

With regards to **"Rights to Inventions Made Under a Contract or Agreement,"** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200, Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:
(a) **Title VII of the Civil Rights Act of 1964 (P.L. 88-352)** which prohibits discrimination on the basis of race, color or national origin;
(b) **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
(c) the **Fair Labor Standards Act of 1938 (29 USC 676 et. seq.**),
(d) **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990;
(e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
(g) the **Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616)**, as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
(h) **§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3)**, as amended, relating to confidentiality of alcohol and drug abuse patient records;
(i) **Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.)**, as amended, relating to nondiscrimination in the sale, rental or financing of housing;
(j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
(k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
(l) Applicable provisions of the **Clean Air Act (42 U.S.C. §7401 et seq.)**, the **Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.)**, **Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738**, and the **Environmental Protection Agency regulations at 40 CPR Part 15**;
(m) applicable provisions of the **Davis- Bacon Act (40 U.S.C. 276a - 276a-7**), the **Copeland Act (40 U.S.C. 276c)**, and the **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332)**, as set forth in Department of Labor Regulations at 20 CPR 5.5a;
(n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163).**

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name:_____

Signature of Authorized Agent:_____

Print Name and Title of above Agent:_____

FORM 6

ADDENDA ACKNOWLEDGEMENT
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: https://www.columbusga.gov/finance-2/bid-opportunities. It is the vendors' responsibility to periodically visit the page to check for addenda, ***both before the due date and prior to submitting a response in DemandStar.***

IF ADDENDA WERE ISSUED:
By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

Addendum No. ____ dated _____ Addendum No. ____ dated _____

Addendum No. ____ dated _____ Addendum No. ____ dated _____

Addendum No. ____ dated _____ Addendum No. ____ dated _____

Addendum No. ____ dated _____ Addendum No. ____ dated _____

Addendum No. ____ dated _____ Addendum No. ____ dated _____

IF NO ADDENDA WERE ISSUED:
By signing below, I acknowledge that I reviewed the Bid Opportunities page referenced above on _____ and did not see any addenda listed for this solicitation.
(date)

SIGN HERE:

_____
Business Name **Date**

_____
Authorized Signature **Print Name**

FORM 7

CONTRACT SIGNATURE PAGE
FIRE SPRINKLER SERVICE & INSPECTIONS
(ANNUAL CONTRACT)
RFB No. 24-0003

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia:

_____
Signature of Authorized Representative Date

(Corporate seal, if applicable)

_____
Print Name and Title of Signatory

_____
Company Name

Company Ordering Address

_____

_____

Contact_____

Email_____

Telephone_____

Fax _____

Company Payment Address

_____

_____

Contact _____

Email _____

Telephone_____

Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this___ day of _____20_____

_____
Isaiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:

_____
Clifton C. Fay, City Attorney

ATTEST:

_____
Sandra T. Davis, Clerk of Council

FORM 8

FIRE SPRINKLER SERVICE & INSPECTIONS (ANNUAL CONTRACT) RFB No. 24-0003

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	**1. Worker's Compensation and Employer's Liability**	**STATUTORY REQUIREMENTS**	
	Comprehensive General Liability:		
X	2. General Liability Premises/Operations	$1 Million CSL BI/PD each occurrence, $1 Million annual aggregate	
X	3. Independent Contractors and Sub – Contractors	$1 Million CSL BI/PD each occurrence, $1 Million annual aggregate	
X	4. Products Liability	$1 Million CSL BI/PD each occurrence, $1 Million annual aggregate	
X	5. Completed Operations	$1 Million CSL BI/PD each occurrence, $1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	$ 1 Million CSL BI/PD each occurrence, $1 Million annual aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non-ownership	$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
	8. Miscellaneous Errors and Omissions	$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	$1 Million each offense, $1 Million annual aggregate	
	11. Professional Liability	$1 Million per occurrence/claim	
	12. Architects and Engineers	$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	$2 Million per occurrence/claim	
	14. Medical Malpractice	$1 Million per occurrence/claim	
	15. Medical Professional Liability	$1 Million per occurrence/claim	
	16. Dishonesty Bond		

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number (RFB No. 24-0003) and Bid Title (Fire Sprinkler Service & Inspections) in box: Description of Operations		
	26. Pollution:	$2 Million per occurrence/claim	

*****If offeror's employees will be using their privately-owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

VENDOR NAME:_____

PRINT NAME AND TITLE OF AUTHORIZED AGENT:_____

SIGNATURE OF AUTHORIZED AGENT:_____

*****COMPLETE THIS PAGE AND RETURN WITH BID*****

APPENDIX C

DEMANDSTAR SUBMISSION INFORMATION

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar**. **Refer to the following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.**

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at https://www.columbusga.gov/finance-2/bid-opportunities. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at https://www.columbusga.gov/finance-2/Bid-Tabulations.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

ELECTRONIC BID SUBMISSION CHECKLIST
Fire Sprinkler Service & Inspections
RFB No. 24-0003

Please submit your electronic response as indicated below:

IMPORTANT NOTICE:

1. Vendors shall submit **only** the required documents listed using the **"Bidder Response ALL Documents"** function. **The City will not consider any information submitted as "Supplemental Documents".**
2. **Zip files with multiple files are not acceptable**; vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City's full specifications** as this information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter "0".**

- ☐ 1. BID FORM AND PRICING PAGE (FORM 1A AND 1B)
- ☐ 2. BIDDER QUALIFICATIONS (FORM 2)
- ☐ 3. AFFIDAVIT FOR E-VERIFY/GSICA (FORM 3)
- ☐ 4. COMMUNICATION CONCERNING THIS SOLICITATION (FORM 4)
- ☐ 5. FEDERAL COMPLIANCE (FORM 5)
- ☐ 6. ADDENDA ACKNOWLEDGEMENT (FORM 6)
- ☐ 7. CONTRACT SIGNATURE PAGE (FORM 7)
- ☐ 8. INSURANCE CHECKLIST (FORM 8)
- ☐ 9. BUSINESS LICENSE
- ☐ 10. **PAGE 1** OF FORM W-9 (**https://www.irs.gov/pub/irs-pdf/fw9.pdf)**

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide one (1) hard copy of submitted bid with original signatures. The awarded vendor will receive a digital copy of the executed contract.

Registering for DemandStar

We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

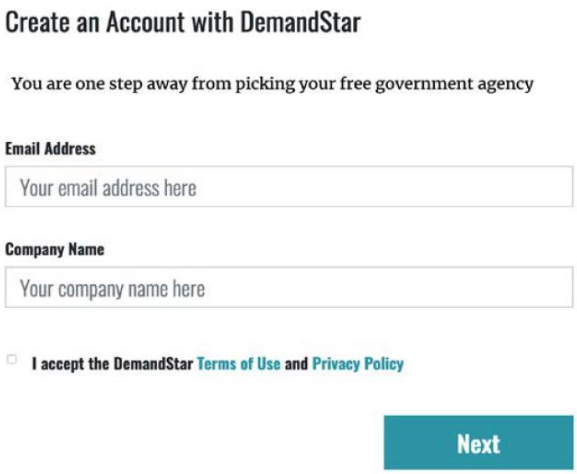
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:
https://www.demandstar.com/registration



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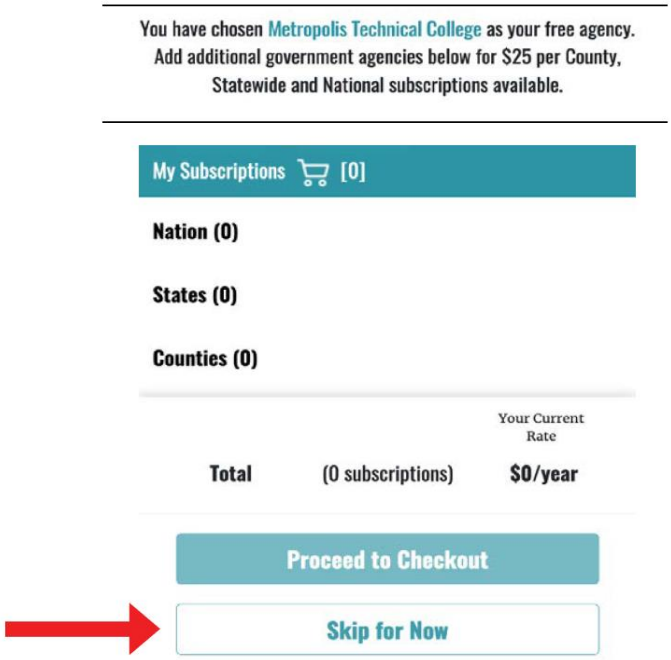
206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States



SIGN UP

Visit www.demandstar.com

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206.940.0305

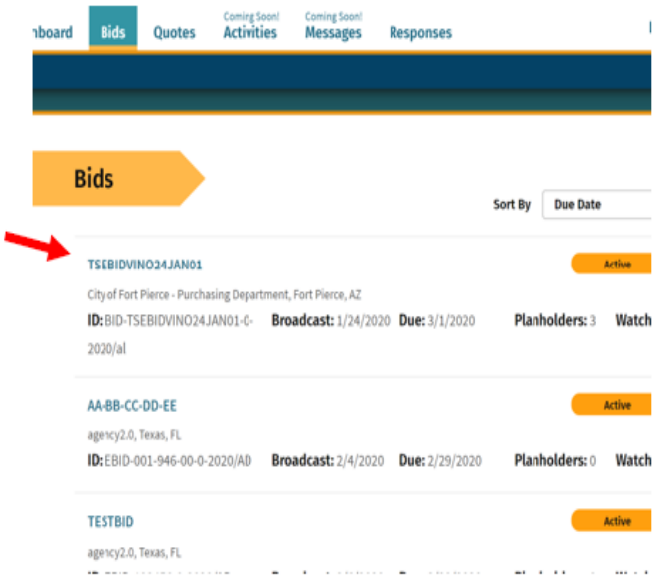
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

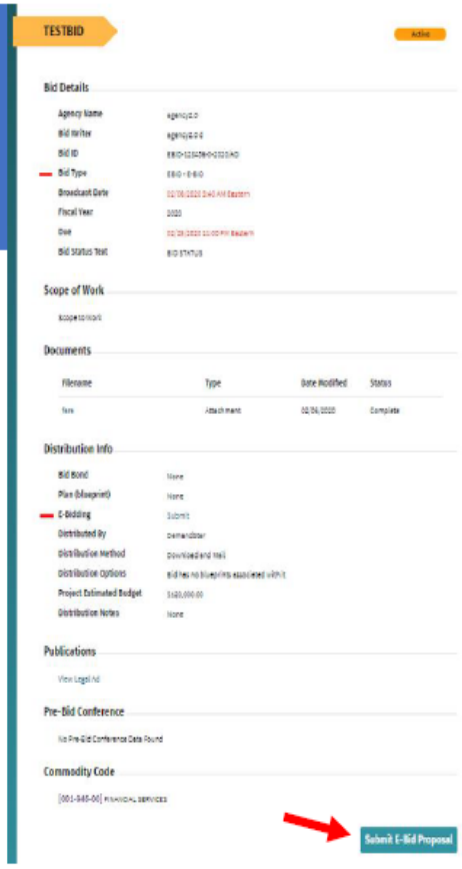
- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

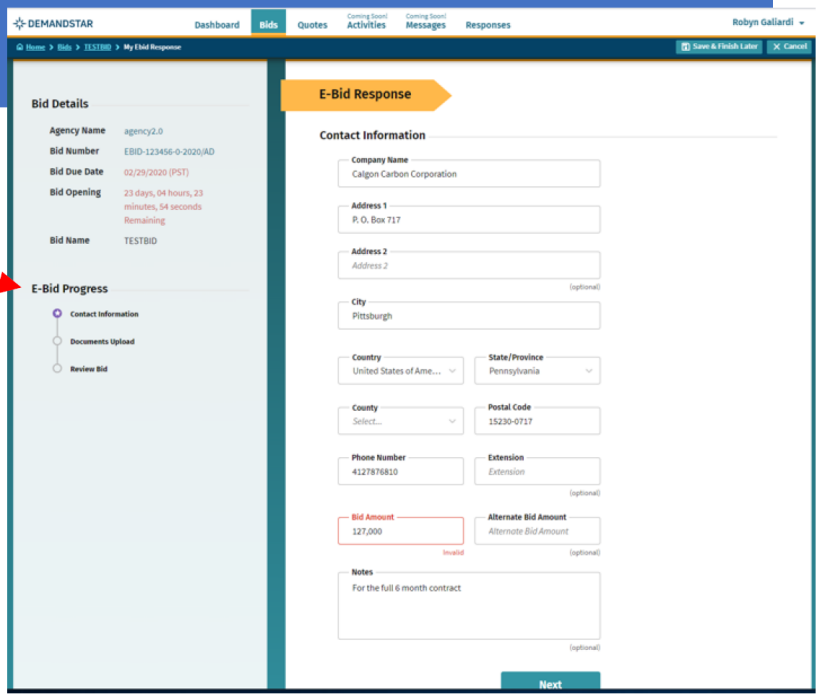


Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

Enter "0" as your bid (proposal) amount.

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenues, etc., that are entered directly into DemandStar.)



Step 4

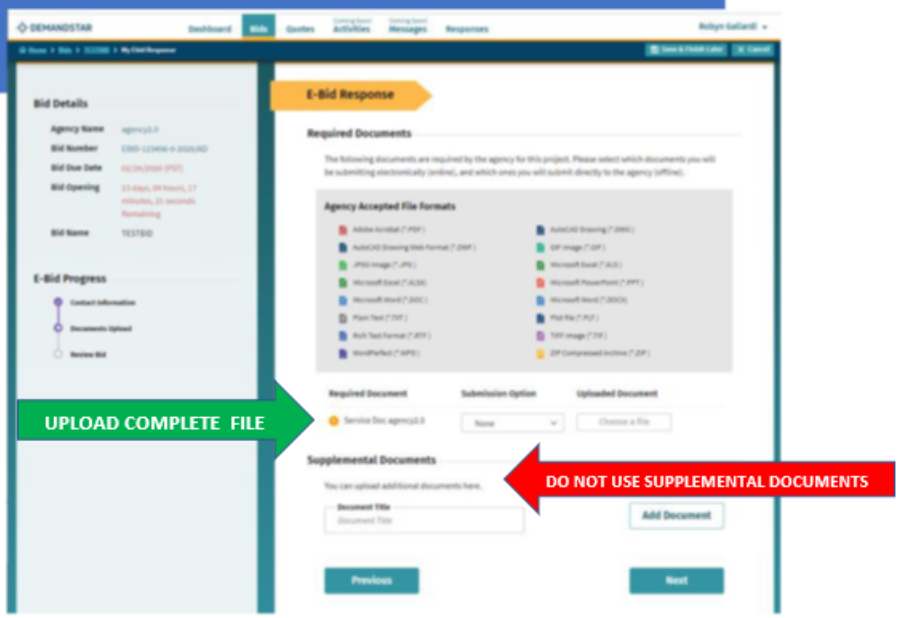
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "*Electronic Proposal Submission Checklist*" page of the specifications and upload using the "**Bidder Response ALL Documents**" function.

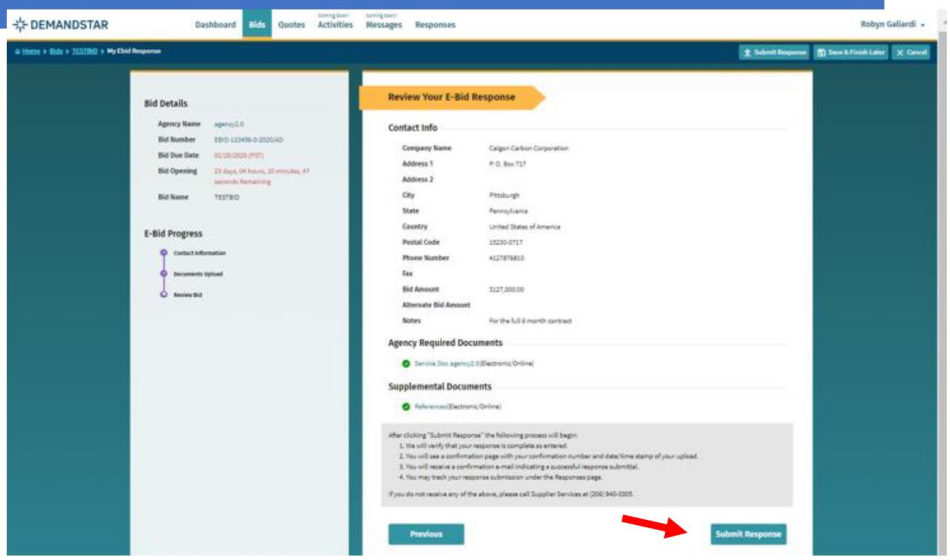
NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.



Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.