#### COLUMBUS CONSOLIDATED GOVERNMENT CONTRACT ROUTING MEMORANDUM

DATE:

November 22, 2017

**SUBJECT:** 

Legal Counsel of Record (Annual Contract); RFB No. 18-0006

FROM:

Sandra Chandler, Purchasing Division

Please route for appropriate signatures, copies of the attached contracts with The Beil Law Firm, P.C. (Columbus, GA) to provide legal services, on an "as needed basis", as the legal counsel of record for Community Reinvestment. The term of this contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. Funds are budgeted each fiscal year for this on-going expense: Community Development Block Grant — Various Accounts; Right-of-Way Acquisition, 1999 SPLOST — Various Accounts — Capital Improvement Projects.

Council authorized this contract per Resolution No. 389-17, dated November 14, 2016 (copy is attached).

Signatories	Signatures Required (No initials please)	Date
Purchasing Division Manager Signature of Approval	Vella X	11.22.17
City Attorney: Signature required on Contracts	form Approved.	11/22/17
City Manager: Signature required on Contracts	and Horsen	11/26/17
Clerk of Council: Signature Required on Contracts & Attest/Seal	Juny D. Maskirahr	11/27/11
Buyer: Process / Distribute	Sander S. Okamalar	12/1/17

After all signatures have been applied, please contact Purchasing Division (ext - 3069) for distribution.

C.M.11-14-176)(D)

"ITEM D"

389-17

#### A RESOLUTION

NO. 389 - 17

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH THE BEIL LAW FIRM, P.C. (COLUMBUS, GA) TO PROVIDE LEGAL SERVICES, ON AN "AS NEEDED BASIS", AS THE LEGAL COUNSEL OF RECORD FOR COMMUNITY REINVESTMENT.

WHEREAS, an RFP was administered (RFP No. 18-0006) and two (2) proposals were received; and,

WHEREAS, the proposal submitted by The Beil Law Firm, P.C. met all proposal requirements and was evaluated most responsive to the RFP; and,

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

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized to execute an annual contract with The Beil Law Firm, P.C. (Columbus, GA) to provide legal services, on an "as needed basis", as the Legal Counsel of Record for Community Reinvestment. Funds are budgeted each fiscal year for this ongoing expense: Community Development Block Grant – Various Accounts; Right-of-Way Acquisition, 1999 SPLOST – Various Accounts – Capital Improvement Projects.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the day of **Molecular** 2017 and adopted at said meeting by the affirmative vote of members of said Council.

Councilor Allen voting
Councilor Baker voting
Councilor Barnes voting
Councilor Davis voting
Councilor Garrett voting
Councilor Henderson voting
Councilor Huff voting
Councilor Thomas voting
Councilor Turner Pugh voting
Councilor Woodson voting
Councilor Woodson voting
Councilor Woodson voting
Councilor Woodson voting

YES
Councilor Woodson Voting
ABSENT

Feresa Pike Tomlinson, Mayor

Tinv l

Carence 1

Washington, Clerk of Council

this May of November 2017, by and THIS CONTRACT, executed this

between the Consolidated Government of Columbus, Georgia, hereinafter called the "City", and The Beil Law Firm, P.C., hereinafter called the "Contractor".

#### WITNESSETH:

That in consideration of the mutual covenants, obligations, and terms set-forth in the attached proposal and specifications, the parties hereby agree as follows:

- 1. That the Contractor met all proposal requirements and was evaluated responsive for providing Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract), per RFP No. 18-0006, and was awarded the Contract by Columbus City Council on Tuesday, November 14, 2017, Resolution No. 389-17, for the initial term of two years, beginning November 27, 2017 through November 26, 2019, with the option to renew for three (3) additional twelve-month periods, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.
- 2. The Contractor will, at its own cost and expense, furnish all tools and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Proposals, dated August 7, 2017 (and all addenda thereto), the Contractor's bid dated September 1, 2017 and the proposal clarification documents which are attached hereto as exhibits "A", "B", "C" and "D" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
- On the faithful performance of this Contract by the Contractor, the City will pay 3. the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

#### FORM 5

# CONTRACT SIGNATURE PAGE LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT)

RFP NO. 18-0006

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

THE BEIL LAW FIRM, P.C.

ATTEST:	By: 8/28/17
·	Signature of Authorized Representative Date
(1) $1$ $(1)$ $(2)$	
Maria Hiller	Jacob Beil, President
Witness as to the signing of the contract	Print Name and Title of Signatory
Wordl & Rogers	Company: The Beil Law Firm, P.C.
Witness as to the signing of the contract	18-9th Street, Heritage Tower, #
	Address: P.O. Box 1126 (31902) Columbus, GA 31901
(Comparete Seel)	Columbus, GA 31901
(Corporate Seal)	
	Telephone: 706-596-9912 Fax 706-576-5583
	7 10 411
	Email: Jacob@beillaw.com
	* * * * * * *
CONSOLIDATED GOVERNMENT OF	?
COLUMBUS, GEORGIA	
men y	
Accepted this day of Mouenty	20 APPROVED AS TO LEGAL FORM:
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
A CONTRACTOR OF THE PARTY OF TH	Conforce Jay contorney
Asaiah Hugley, City Manager	Clifton C. Fay, City Attorney
	EVECTION AUTHORIZED
ATTEST: (1)	EXECUTION AUTHORIZED
8 11/1	By Resolution No. 399-//
Link 10 Marking	Dy Hosoidy (110)
Tiny B. Washington, Clerk of Council	Jim Dollar Siller
	Clork of Courall
**COMPLETE AND RETU	Clerk of Council RN THIS PAGE WITH SEALED PROPOSAL**
RFP No. 18-0006	Page 30 of 31 Legal Counsel of Record for the Department

of Community Reinvestment (Annual Contract)

#### **EXHIBIT A**

Columbus Consolidated Government

Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract)

Business Requirements

RFP No. 18-0006

#### **BUSINESS REQUIREMENTS**

\*\* Section Redacted \*\*

These documents have been filed in the Purchasing Division

5<sup>th</sup> Floor – Finance Department 100 10<sup>th</sup> Street Columbus, Georgia 31901

Please contact Purchasing to view these documents at ext:

#### **EXHIBIT B**

Columbus Consolidated Government

Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract)

Request for Proposals

RFP No. 18-0006

#### **COLUMBUS CONSOLIDATED GOVERNMENT**

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-653-4105, Fax 706-653-4109 BidLine 706-225-4536

August 7, 2017

REQUEST FOR PROPOSALS:	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:			
RFP No. 18-0006	DEPARTMENT OF COMMUNITY REINVESTMENT			
	(ANNUAL CONTRACT)			
GENERAL SCOPE	Provide Columbus Consolidated Government with professional legal services involving land acquisition and disposition, in addition to other programs required of the Department of Community Reinvestment on an "as needed basis".			
DUE DATE	SEPTEMBER 1, 2017 – 5:00 PM (EASTERN)			
	Sealed proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5 <sup>th</sup> Floor, Government Center, 100 Tenth Street, Columbus, Georgia.			
ADDENDA	IMPORTANT INFORMATION			
	The Purchasing Division will post addenda (if any) for this project at <a href="http://www.columbusga.org/finance/Excel Docs/Bid Opportunities.htm">http://www.columbusga.org/finance/Excel Docs/Bid Opportunities.htm</a> ). It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.			
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 3.			

Andrea J. McCorvey Purchasing Division Manager

# IMPORTANT INFORMATION E-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace/Georgia Procurement Registry to receive future procurement notifications at

http://doas.ga.gov/Suppliers/Pages/SupplierStart.aspx.

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 PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

**PROPOSALS** WILL BE EVALUATED IN ACCORDANCE  $\mathbf{THE}$ AS **SECTIONS PROCEDURES** OUTLINED **BELOW** IN 3-110 THE **PROCUREMENT** ORDINANCE. ALL **PROPOSALS** WILL BE **KEPT** CONFIDENTIAL.

## 3-110 <u>Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above</u>

#### (1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, <u>Purchasing Limits</u>. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

#### A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

#### B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

#### C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

#### D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

#### E. <u>Discussion with Responsible Offerors</u> and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

#### F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

## 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. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

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

Email <u>schandler@columbusga.org</u> or use the attached "Question/Clarification" Fax Form (on the following page) to submit questions.

## QUESTION/CLARIFICATION FAX FORM

Date:			
То:	Sandra Chandler, Buyer I Email <u>schandler@columbusga.org</u> or Fax (706) 225-3033		
Re:	RFP No. 18-0006; Legal Counsel of Recor (Annual Contract)	d for the Department of C	Community Reinvestment
I hav prop	ve the following concerns/questions a osal:	bout the specification	s for the above cited
			· · · · · ·
Quest	ions/clarification requests must be submitted	at least (5) business days b	efore the due date.
	From:		
	Company Name	Website	
	Representative	Email Address	
	Complete Address	City State	Zip
	Telephone Number	Fax Number	

#### COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

## Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract) RFP No. 18-0006

The Consolidated Government of Columbus, Georgia (the City) invites attorneys to submit proposals to serve as the legal counsel of record for the Department of Community Reinvestment.

#### A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: <u>SEPTEMBER 1, 2017 NO LATER THAN 5:00 PM (EASTERN)</u>. Submit one (1) original and seven (7) identical hard copies of the proposal. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

To achieve uniform review process and maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder and organized in tabbed sections. *For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.* The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government Purchasing Division

RE: RFP No. 18-0006; Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract)

Mail:

P.O. Box 1340

Columbus, Georgia 31902-1340

Deliver:

100 10th Street

Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations, or applicable site visits. The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

#### B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

#### C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE OFFERORS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.

#### D. QUESTIONS ABOUT THE RFP:

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED "DO YOU HAVE QUESTIONS ..." WITHIN THIS PROPOSAL PACKAGE.

#### E. <u>PUBLIC INFORMATION</u>:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

#### F. <u>ADDENDA</u>:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

#### G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent 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.

#### H. <u>NON-COLLUSION</u>:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

#### I. INDEMNITY:

The successful respondent 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.

#### J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or woman 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 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.

#### K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

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.

#### L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

#### M. 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.

#### N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

#### O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

#### P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

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

#### O. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

#### R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other

person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

#### S. TERMINATION OF CONTRACT:

1. **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 nonperformance 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 will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation: Payment for completed supplies or services delivered and accepted by the City will 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.
- 3. Excuses 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 (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) 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 was 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 anyone 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.

#### T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least 120 days after date of receipt.

#### U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

#### V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

#### W. GOVERNING LAW:

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

#### X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

#### Y. 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.

#### Z. 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.

#### NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

#### **SPECIFICATIONS**

## LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT SERVICES (ANNUAL CONTRACT)

#### RFP No. 18-0006

#### I. INTRODUCTION

The Columbus Consolidated Government (City) is administering Urban Renewal programs in various projects within the City involving land acquisition and disposition, in addition to other programs required of the Department of Community Reinvestment. The City invites qualified attorneys to submit proposals to serve as the legal counsel of record for the Department of Community Reinvestment.

#### II. TERM OF CONTRACT

A. The initial term of the contract will be for two (2) years, with the option to renew for three (3) additional twelve-month periods. Contract renewal shall 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 City Purchasing Manager, normally sixty days before the expiration date of the current contract period. 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 program approvals have 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. SCOPE OF SERVICES

Services are required on an "as needed basis" to include, but not limited to the following:

- Negotiation/Litigation services
- > Development and preparation of Legal documents
- > Rendering legal opinions
- > Researching State and Federal Laws
- > Attend consultation meetings when required
- Maintain proper legal records and files which would revert to the Columbus Consolidated Government when contract is terminated

\*The City encourages proposers to include in their responses any additional services which could/should be provided.

#### IV. QUALIFICATIONS

- > Shall be licensed to practice law in the State of Georgia.
- > Shall provide own library, clerical, professional and support staff.
- > Shall provide a Senior Level point of contact who will be responsible for coordination, approval and review of all services performed for the City.

- > Shall have experience with municipal, county, state and federal law.
- > Shall be knowledgeable of City, State and Federal guidelines governing Community and Economic Development issues.
- > Shall have the ability to meet work schedules and critical deadlines.
- > Shall have at least ten (10) years' experience.
- > Shall have credentials in Real Estate

#### V. PRICE ADJUSTMENT 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 for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by January 30<sup>th</sup> so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin July 1.

The using agencies and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. If approved, the price increase shall not commence until the next fiscal year, which will begin July 1.

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.

#### INDEMNITY CLAUSE VI.

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.

#### VII. 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 (Form 1). 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 be included with the contract documents prior to signing.

#### VIII. E-VERIFY/GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see http://www.dol.state.ga.us/spotlight/sp sb 529 new rules.htm). To access your E-Verify Company Identification Number, see https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES. A completed, Page 14 of 31

RFP No. 18-0006

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.

#### IX. AWARD

This contract will be awarded in the best interest of the City. Columbus Consolidated Government will be the sole judge of the factors and will award the contract accordingly.

#### X. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs.

Firms should submit proposals that address each of the sections specified below. With the exception of the E-Verify affidavit, the City reserves the right to request any omitted information. Firms 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 firm shall be deemed non-responsive and the proposal will not receive further consideration.

Offeror's proposal submission shall include the following sections:



#### Section 1: Transmittal Letter

The transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name and email of contact person(s) during this proposal process. The transmittal letter must contain a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized agent of the firm must sign the transmittal letter.

#### Section 2: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted at: <a href="http://www.columbusga.org/finance/Excel">http://www.columbusga.org/finance/Excel</a> Docs/Bid Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

#### Section 3: Statement of Qualifications/Experience

- a. Address in detail the firm's ability and experience with Municipal, County, State and Federal Law.
- b. Address familiarity with City, State and Federal guidelines concerning Community and Economic Development issues.
- c. Provide résumés of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- d. Address the resources of the Firm:
  - ✓ Clerical and support staff
  - ✓ Library and Research capabilities
  - ✓ Equipment support, i.e. computers, printers, other office equipment
  - ✓ Other information deemed necessary to describe the Firm's resources

#### Section 4: Service Plan

Provide a written narrative that demonstrates the method or manner in which the offeror proposes to satisfy the requirements of the scope of services.

#### Section 5: Client Work History

Use *Form 4* to provide at least five (5) references for which the firm has performed similar services. Include entity name, address, phone and fax numbers, e-mail address and contact person who may be contacted for verification of date submitted.

- ✓ Include the dates services were performed
- ✓ Include a brief, written description of the specific services performed and condition under which they were performed

#### **Section 6:** Cost Proposal

Complete cost proposal form and return with proposal submission (Attachment A)

#### **Section 7:** Contract Signature Page

Complete **Form 5**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents.

#### PART B.

IN A **SEPARATE ENVELOPE**, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

#### **Business Requirements**

- A. Insurance Checklist (Form 1)
- B. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 2)

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. To access your E-Verify Company Identification Number, see <a href="https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES">https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</a>.

- C. Form W-9 (Form 3)
- **D.** Provide copy of license to practice law in the State of Georgia.
- E. Current valid business license.

Vendors shall submit, with their bid or proposal, a <u>copy</u> of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Occupation Tax Supervisor, at telephone 706-225-3091.

#### XI. PROPOSAL EVALUATION PROCESS

#### 1.0 RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation Weight	Weight
A. Experience/Qualifications	40%
B. Service Plan	35%
C. Client Work History	20%
D. Proposed Cost (subject to negotiations)	5%
Total	100%

Each of the above criteria (A - D) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

#### 2.0 AWARD OF CONTRACT

Following the opening of the proposals, an Evaluation Committee will review and evaluate the proposals. After completion of the evaluation of the proposal, the Evaluation Committee will make a recommendation to be approved by Columbus Council the most responsible and responsive offeror to be awarded the Contract. The Columbus Council in an open public session will pass a resolution of award of the contract to the successful Bidder.

#### **ATTACHMENT A**

# COST PROPOSAL FORM LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP NO. 18-0006

#### PLEASE FILL IN COST BELOW:

ATTORNEY	COMPENS	COTTAL

monthly and cove	<b>Letainer</b> — Attorneys shall be entitled to an annual retainer fee of \$, payable in installments of \$ This will assure Attorney's availability for specific engagements, r routine telephone inquiries and communication in random matters requiring no appreciable or follow-up and no significant amount of attorney or paralegal time.
as counse	ecific Engagement Fees - Provide hourly rates for the following activities in performing duties of Record relating to Urban Renewal/ Redevelopment Law, Community Development Block ogram, Emergency Shelter Grant Program and Home Investment Partnership Program:
1.	Rendering and preparation of written legal opinions:\$
2.	Rendering of verbal legal opinions: \$
3.	The retainer includes hours of routine telephone inquiries per month.  Provide cost for telephone inquiries in excess of those included in the retainer.  \$
4.	The retainer includes hours of routine consultation with staff, per month. Provide cost for those hours in excess of those included in the retainer.  \$
1.	Cost per page for copying. \$
2.	Cost for telephone calls to persons other than staff. \$
3.	Consultation with persons other than staff. \$
4.	List any additional items that your firm may feel is important to this proposal that is not listed above. Please attach additional list.
C.	Negotiate fees – For any additional items that are not listed above would your firm agree to negotiate fees? YES NO
	Authorized Signature Date

#### INSURANCE CHECKLIST

# RFP No. 18-0006 LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT)

## 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	Bidders
	required coverage(s)	(Figures denote minimums)	Limits/Response
X	1. Worker's Compensation and	STATUTORY	
	Employer's Liability	REQUIREMENTS	
	Comprehensive General		
	Liability		
X	2. General Liability	\$1 Million CSL BI/PD each	
	Premises/Operations	occurrence, \$1 Million annual	-
		aggregate	
	3. Independent Contractors and	\$1 Million CSL BI/PD each	
	Sub - Contractors	occurrence, \$1 Million annual	
		aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each	
		occurrence, \$1 Million annual	
		aggregate	
	6. Contractual Liability (Must be	\$ 1 Million CSL BI/PD each	
	shown on Certificate)	occurrence, \$1 Million annual	
		aggregate	
42	Automobile Liability		
X	7. *Owned/Hired/Non-Owned	\$1 Million BI/PD each Accident,	
	Vehicles/ Employer non ownership	Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and	\$1 Million per occurrence/claim	
	Omissions		
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury,	
		Property Damage and Personal	
		Injury	
	10. Personal and Advertising Injury	\$1 Million each offense, \$1	
	Liability	Million annual aggregate	
X	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	
L	15. Medical Professional Liability	\$1 Million per occurrence/claim	

	Required Coverage(s)	Limits	Bidders
	(Figures denote minimums)		Limits/Response
	16. Dishonesty Bond		
	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	\$2 Million per occurrence/claim	
	Liability		
	22. Pollution	\$2 Million per occurrence/claim	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage		
	shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Addition	al Insured on all policies	
X	26. Certificate of Insurance shall show	w Bid Number and Bid Title	

<sup>\*</sup>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 <u>Bidders Limits/Response</u> column of the insurance checklist.

#### **BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate of Insurance.

BIDDER NAME:	-
AUTHORIZED SIGNATURE:	

#### VENDOR INFORMATION REGARDING

## GEORGIA SECURITY AND IMMIGRATION COMPLIANCE

House Bill 87, also known as, The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, "A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program."

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached "CONTRACTOR AFFIDAVIT"\*\*\*\*. Additionally, if you utilize subcontractors, they must complete the "SUBCONTRACTOR AFFIDAVIT" and or the "SUB-SUBCONTRACTOR AFFIDAVIT."

\*\*\*In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

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

Information is available at: <a href="http://www.dol.state.ga.us/spotlight/sp">http://www.dol.state.ga.us/spotlight/sp</a> sb 529 new rules.htm

#### FORM 2

#### **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, 4-6 digits)	Date of Authorization
**See <u>https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES</u> to ac	cess your E-Verify Company Identification Number.
Name of Contractor	×
Legal Counsel of Record	
for the Department of Community Reinvestment (Ann	nual Contract); RFP No. 18-0006
Name of Project	<del>-</del>
Columbus Consolidated Government	
Name of Public Employer	
I hereby declare under penalty of perjury that the foregoin	ng is true and correct.
Executed on	(city),(state).
Signature of Authorized Officer or Agent	
Printed Name and Title of Authorized Officer or Agent	
Subscribed and sworn before me on th	is the, 201
<del></del>	NOTARY PUBLIC
	NOTARI I OBLIC
	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.

## "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with

(Name Of Contractor) on behalf of <i>Columbus Consolidated Government</i> 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with subsubcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
Federal Work Authorization User Identification Number
Date of Authorization
Name of Subcontractor
Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract)  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,, 201 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, 201
NOTARY PUBLIC My Commission Expires:

#### "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract and
(Name of Contractor)
on behalf of <i>Columbus Consolidated Government</i> 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to
Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:
Federal Work Authorization User Identification Number
Date of Authorization
Name of Sub-subcontractor
Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract)
Name of Project
<u>Columbus Consolidated Government</u> Name of Public Employer
Executed on,, 201 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,201
NOTARY PUBLIC My Commission Expires:

Form W-9 (Rev. December 2014)

(Rev. December 2014)
Department of the Treasury

## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

	ent of the Treasury Revenue Service							oci iu	to are	1110	
	1 Name (as shown on your income ta	x return). Name is required on this line; d	o not leave this line blank.				•				
czł	2 Business name/disregarded entity name, if different from above										
ğ	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC  Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=par			Trust/estate certain e instruction				ptions (codes apply only to antities, not individuals; see ons on page 3): payee code (if any)			
Print or type s Instructions	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner.			x in the line above for code (if				ion from FATCA reporting any) accounts maintained outside the U.S.)			
4 2	Uniter (see instructions) ►  5 Address (number, street, and apt. or suite no.)  Requester			Danuantor's						e we u	.a.j
Specif			Requester's name and address (optional)								
Sea	6 City, state, and ZIP code										
	7 List account number(s) here (option	al)									
Part	Taxpayer Identifica	ition Number (TIN)									
		ne TIN provided must match the nan			ial sec	urity n	umbe	ř			
backup	withholding. For Individuals, this	is generally your social security nun	nber (SSN). However, fo	yra 📉		7		7 [		1	
		rded entity, see the Part I instruction number (EIN). If you do not have a r			Ï	-	l	-			l
	page 3.		,	or							
Note.	the account is in more than one	name, see the instructions for line 1	and the chart on page	4 for Emp	player	identif	icatio	a numb	er		]
guidelines on whose number to enter.			] ,	-							
Part	Certification			<del> </del>						_	
Under	penalties of perfury, I certify that:										
1. The	number shown on this form is my	correct taxpayer identification num	ber (or I am waiting for	a number to	be is:	sued t	o me)	; and			
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and						e am					
	a U.S. citizen or other U.S. perso	• • • • • • • • • • • • • • • • • • • •									
	• •	m (If any) indicating that I am exemp	•	_		ia a a a sini	[m_4 & s	haaka	un ereikhai	6 - 1 - 1 i	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.						1					
Sign Here	Signature of U.S. person ►		Da	te ►							
	eral Instructions		• Form 1098 (home mor (tuition)	tgage interest	), 1098	l-E (stu	dent ic	an inter	est), 10:	98-T	
		<ul> <li>Form 1099-C (cancele</li> </ul>	d debt)								
	uture developments. Information about developments affecting Form W-9 (such s legislation enacted after we release it) is at www.irs.gov/fw9.  Use Form W-9 only if you are a U.S. person (including a resident alien),		to								
Purpo	Purpose of Form provide your correct TIN.										
return w	individual or entity (Form W-9 requester) who is required to file an information urn with the IRS must obtain your correct taxpayer identification number (TIN) ich may be your social security number (SSN), individual taxpayer identification.  If you do not return Form W-9 to the requester with a TIN, you might be subjet to backup withholding. See What is backup withholding? on page 2.  By signing the filled-out form, you:		ect								
identifica	or (TTN), adoption taxpayer identification number (ATIN), or employer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to rother amount reportable on an information return. Examples of information		er								
returns i	turns include, but are not limited to, the following: 2. Certify that you are not subject to backup withholding, or										
	099-INT (interest earned or paid)		<ol> <li>Claim exemption fre applicable, you are also</li> </ol>	om backup wi certifyina that	unnoldi Lasa I	ng if yo J.S. oer	BUARA SON. V	a U.S. e cur allo	xempt p cable sh	ayee are o	. If f
	Form 1099-DIV (dividends, including those from stocks or mutual funds)  applicable, you are also certifying that as a U.S. person, your allocable share any partnership income from a U.S. trade or business is not subject to the			₿							
	099-MISC (various types of income, p		withholding tax on foreig				-			-	
brokers)	roan & for further information										
	099-S (proceeds from real estate tran 099-K (merchant card and third party	•									

Form W-9 (Rev. 12-2014)

of Community Reinvestment (Annual Contract)

Note, if you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- . An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any toreign partners' share of affectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1448 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the I initial States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a
  grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treatly to reduce or eliminate U.S. tax on certain types of income. However, most tax treatles contain, a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident allen who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- 2. The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income fax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

if you are a nonresident allen or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

#### **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

- 3. The IRS tells the requester that you furnished an incorrect TIN.
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

#### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the instructions for the Requester of Form W-9 for more information.

#### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust clies.

#### Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding, if you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information, Wilfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### **Specific Instructions**

#### Line

You must enter one of the following on this line, do not leave this line blank. The name should match the name on your tax return.

if this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's fax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1 the name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### l ine 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" In the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 6—A corporation
- 6--A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- $9\!-\!An$  entity registered at all times during the tax year under the investment Company Act of 1940
  - 10-A common trust fund operated by a bank under section 584(a)
  - 11 A financial institution
- 12 A middleman known in the investment community as a nominee or custodian
  - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for			
Interest and dividend payments	All exempt payees except for 7			
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.			
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4			
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>			
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4			

See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Security and payments for services paid by a lederal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(ii)
- E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - G\_A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

if you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TiN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Socurity Card, from your local SSA office or get this form online at www.sse.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.fs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

if you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required), in the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1963 and broker accounts considered inactive during 1963. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual     Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
Custodian account of a minor (Uniform Gift to Minors Act)	The minor
a. The usual revocable savings trust (grantor is also trustee)     b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
Sole proprietorship or disregarded entity owned by an individual	The owner
Grantor trust filing under Optional     Form 1099 Filing Method 1 (see     Regulations section 1.671-4(b)(2)(i)     (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
<ol> <li>Association, club, religious, charitable, educational, or other tax- exempt organization</li> </ol>	The organization
11. Partnership or multi-member LLC	The partnership
2. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
(4) Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/diaregated entity" name line. You may use either your SSN or EIN (if you have one), but the BTS encourages you to use your SSN.
- \*List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.
  \*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note, if no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit mud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- . Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toil-free case intake line at 1–877–777–4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited emall claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbis, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TiN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TiN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup>Circle the minor's name and furnish the minor's SSN.

#### FORM 4

#### **CLIENT WORK HISTORY**

#### LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP No. 18-0006

Provide at least five (5) references for which the firm has provided similar services.

Name and Address of Client:	Point of Contact:
	Email:
	Telephone:
	Fax:
Description of services provided:	1 - V
Description of services provided	
N. JAH. COV.	In the Grant
Name and Address of Client:	Point of Contact:
	Email:
	Telephone:
	Fax:
Description of services provided:	
Name and Address of Client:	Point of Contact:
	Email:
	Telephone:
	Fax:
Description of services provided:	
Description of services provided.	
•	
Name and Address of Client:	Point of Contact:
	Email:
	Telephone:
	Fax:
Description of services provided:	
Name and Address of Client:	Point of Contact:
Name and Address of Chent:	
	Email:
	Telephone:
70. 14. 6. 1. 17.	Fax:
Description of services provided:	

#### FORM 5

#### CONTRACT SIGNATURE PAGE LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP NO. 18-0006

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

ATTEST:	By:
	Signature of Authorized Representative Date
Witness as to the signing of the contract	Print Name and Title of Signatory
Witness as to the signing of the contract	Company:
(Corporate Seal)	Address:
	Telephone: Fax
	Email:
* * *	* * * *
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA	
Accepted this day of20	APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Tiny B. Washington, Clerk of Council	

\*\*COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL\*\*

#### ☑ CHECKLIST ☑

## COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP No. 18-0006

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:
☐ 1. THE CONTRACT SIGNATURE PAGE HAS BEEN SIGNED.
2. THE PRICES HAVE BEEN CHECKED.
3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
4. ALL PROPOSAL SUBMISSION REQUIREMENTS.
5. ENVELOPE INCLUDES <b>ONE</b> (1) ORIGINAL AND <b>SEVEN</b> (7) COPIES OF PROPOSAL RESPONSE. (Please only send <u>one</u> copy of "Business Requirements".)
6. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:
Columbus Consolidated Government Purchasing Division – Attn: Sandra Chandler 5 <sup>th</sup> Floor, Tower Bldg 100 10 <sup>th</sup> Street Columbus, Georgia 31902-1340
$\square$ 7. THE MAILING ENVELOPE/PACKAGE HAS BEEN SEALED AND MARKED WITH THE:
Legal Counsel of Record for the Department of Community TITLE: Reinvestment (Annual Contract) NUMBER: RFP No. 18-0006 OPENING DATE: SEPTEMBER 1, 2017



Please only submit what is required; keep the remaining pages for your records.

\* Opening date subject to change by Addendum

# **EXHIBIT C** Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract) The Beil Law Firm, P.C. Proposal

## LEGAL COUNSEL OF RECORD FOR THE

## DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT)

RFP NO. 18-0006 September 1, 2017

Original Bid Proposal Documents

Submitted By: Jacob Beil, Attorney-at-Law
The Beil Law Firm, P.C.
P.O. Box 1126 (31902)
Heritage Tower, Suite 301
18-9th Street
Columbus, Georgia 31901
Phone 706-596-9912; Fax 706-576-5583

Email: Jacob@beillaw.com

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**SECTION 1: TRANSMITTAL LETTER** 

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**SECTION 4: SERVICE PLAN** 

**SECTION 5: CLIENT WORK HISTORY** 

**SECTION 6: COST PROPOSAL** 

**SECTION 7: CONTRACT SIGNATURE PAGE** 

#### PART B - (Separate Envelope)

Reference is made herein to the following:

As directed in Section X. of the Bid Proposal Instructions, entitled "PROPOSAL SUBMISSION REQUIREMENTS," enclosed with the Sealed Bid Proposal, but not a part of this binder, is a separate envelope containing the following required information for such Bid Proposal, to-wit:

- A. Insurance Checklist (Form 1);
- B. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 2);
- C. Form W-9 (Form 3);
- D. Copy of license to practice law in the State of Georgia, and
- E. Current valid business license.

#### **SECTION 1: TRANSMITTAL LETTER**

#### THE BEIL LAW FIRM, P.C.

ATTORNEYS AT LAW
HERITAGE TOWER - SUITE 301
18 NINTH STREET
P.O. BOX 1126
COLUMBUS, GEORGIA 31902-1126

JACOB BEIL JOSHUA W. BEIL

August 28, 2017

TELEPHONE: 706-596-9912 FACSIMILIE: 706-576-5583 Jacob@beillaw.com Josh@beillaw.com

Columbus Consolidated Government Purchasing Division - Attn: Sandra Chandler 5<sup>th</sup> Floor, Tower Bldg 100 10<sup>th</sup> Street Columbus, Georgia 31902-1340

Dear Ms. Chandler:

#### PART A

#### **SECTION 1: TRANSMITTAL LETTER**

Please find enclosed my bid for LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP NO. 18-0006. This office, either as a sole proprietorship or as a professional corporation, has been providing legal services to Columbus, Georgia for a period in excess of twenty-five (25) years, prior to providing legal services as a sole proprietorship or as a professional corporation, I provided legal services to the City through one or more other law firms from 1973 to 1988. All of the particulars in regard to our address, telephone number, fax number and email address are reflected on the above printed letterhead.

I practice as an employee of The Beil Law Firm, P.C., a Georgia professional corporation, of which my son and I are the sole shareholders and the only practicing attorneys therein. I would be the main point of contact during the proposal process.

#### **SECTION 2: ADDENDA ACKNOWLEDGMENT**

See response on Addendum No. 2.1. attached hereto.

#### SECTION 3: STATEMENT OF QUALIFICATIONS/ EXPERIENCE

See response on Addendum No. 3.1. (a), (b) and (d) attached hereto. See response on Addendum No. 3.1. (c) attached hereto.

Sandra Chandler
Purchasing Division Manager
Columbus Consolidated Government
August 28, 2017
Page 2

#### **SECTION 4: SERVICE PLAN**

See response on Addendum No. 4.1. attached hereto.

#### **SECTION 5: CLIENT WORK HISTORY**

See response on Form 4, attached hereto as Addendum No. 5.1.

#### **SECTION 6: COST PROPOSAL**

See response on Attachment A, attached hereto as Addendum No. 6.1.

#### **SECTION 7: CONTRACT SIGNATURE PAGE**

See response on Form 5 attached hereto as Addendum No. 7.1.

#### PART B

Pursuant to PART B of such bid proposal, please find enclosed with such sealed bid proposal a separate envelope containing the following required documents:

- A. Insurance Checklist (Form 1);
- B. Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 2);
- C. Form W-9 (Form 3);
- D. Copy of license to practice law in the State of Georgia, and
- E. Current valid business license.

Should you have any questions, or if I may be of further service, please feel free to contact me.

Yours very truly,

- Ber

Jacob Beil

JB:cb Enclosures

#### **SECTION 2: ADDENDA ACKNOWLEDGMENT**

See Addendum 2.1 attached hereto.

#### Addendum 2.1.

There is no Addenda currently posted or required on the Bid Opportunities website. This  $28^{th}$  day of August, 2017.

Jacob Beil

(L.S.)

#### SECTION 3: STATEMENT OF QUALIFICATIONS/ EXPERIENCE

See Addendums 3.1.a., b., c., and d. attached hereto.

### Addendum 3.1 a., b., c. and d.

a. and b. I have actively practiced law for over forty-five (45) years, specializing in real estate, business law, and wills, probate and estate planning. I am familiar with the federal, state and/or local laws affecting such latter specialization areas, in general, and community and economic development issues, in particular, having provided legal services in this regard to the City for over forty (40) years, and in particular, over the last twenty-nine (29) years, on an almost daily basis, either in person, by phone or by email. All matters in regard to the professional endeavors of this office are handled by me, with the assistance of one other attorney, paraprofessionals and legal assistants.

#### c. See Addendum 3.1.c.

d. I have personnel, well experienced to assist me in this regard; suitable library and research capabilities, and the necessary equipment to enable me to provide legal services to my clients, all as reflected in the continuing legal services I have provided to the City over the last twenty-nine (29) years.

#### Addendum 3.1.c.

Resume of Jacob Beil - See attached.

#### RESUME

#### JACOB BEIL

#### PERSONAL DATA:

Born: February 27, 1945, Tianjin (Tientsin), China

Parents: Abraham M. Beil, deceased, November, 1958

Vera D. Beil, deceased, June, 2006

Immigrated to the United States, October, 1951

Naturalized with parents in Federal District Court,

Montgomery, Alabama, September 27, 1957.

Wife: Claire F. Beil, Married May 25, 1980

Children: Joshua William Beil, born August 22, 1983

Residence: Phenix City, Alabama, 1951-1958

Columbus, Georgia, 1958 to Present

#### **EDUCATION:**

Columbus High School, Columbus, Georgia, 1959-1963

Mercer University, Macon, Georgia, 1963-1967 (AB in History and Political Science, Magna Cum Laude)

Algernon Sydney Sullivan Award (highest university award), 1967

Woodrow Wilson Fellowship, 1967

Justice, 1965-1966, Chief Justice, 1966-1967,

University Honor Council

Blue Key National Honor Society, 1967

Sigma Mu Honor Society, 1967

Who's Who in American Colleges and Universities, 1967

Outstanding Independent Award, 1967

Haines-Stansfield Award, 1965, 1966, 1967

Harvard-Yale-Columbia Program, 1966

Dean's List, 1965, 1966, 1967

Summer Intern under Senator Richard B. Russell,

U.S.S., 1965

Mercer Cluster, Contributing Editor, 1964, 1965

Mercer Dulcimer, Contributing Editor, 1964, 1965

Walter F. George School of Law, Mercer University, Macon, Georgia, 1967-1970 (JD, Cum Laude)

Legal Aid Society, 1970
Dean's List, 1967-1970
AmJur Award in Corporations, 1968
AmJur Award in Anti-Trust, 1969
Member of Phi Delta Phi Legal Fraternity
Law Review, 1967-1970
"Constitutional Law-Equal Protection-Sunday Closing
Laws," 19 Mercer Law Review 479 (1968).
"O'Callahan v. Parker and the Citizen-Soldier,"
21 Mercer Law Review 311 (1970).

Admitted to the Georgia Bar, November 25, 1970

Admitted to the Supreme Court of Georgia, December 30, 1970

Admitted to the Court of Appeals of Georgia, December 30, 1970

Admitted to the U.S. Supreme Court, January 25, 1977

Admitted to the U.S. District Court for the Middle District of Georgia, March 24, 1980

Admitted to the U.S. Court of Appeals for the Eleventh Circuit, January 18, 1982

#### WORK EXPERIENCE:

Dormitory Counselor, Mercer University, 1965-1968
Student Intern, Senator Richard B. Russell, U.S.S., 1965
Teacher, Upward Bound Program, Mercer University, 1967, 1968
Coordinator, Upward Bound Program, Mercer University, 1968-1970
Legal Aid Society, 1970
Hirsch and Hodges, P.C., 1972-1973
Assistant City Attorney, Columbus, Georgia, 1973-1975
Hirsch, Beil & Partin, P.C., 1973-1988
Sole Practice, 1988 to Present

#### MILITARY SERVICE:

Entered active duty United States Army, September 17, 1970
Attended Adjutant General Officer's Basic Course,
September-November, 1970
Assigned to John F. Kennedy Center for Military Assistance,
Office of the Staff Judge Advocate, Fort Bragg, North
Carolina, as Assistant Defense Counsel, Legal Assistance
Officer, and Administrative Law Officer, 1970-1972

#### CIVIC SERVICE:

Member of Board of Trustees Shearith Israel Synagogue, Inc. Vice President, Board of Trustees Shearith Israel Synagogue, Inc. Secretary, Board of Trustees Shearith Israel Synagogue, Inc. Member of School Board of Shearith Israel Synagogue, Inc.

Chairman of School Board of Shearith Israel Synagogue, Inc.

Member of Board of the Columbus Branch of the National Conference of Christians and Jews

Member of Board of Directors Georgia Branch of The Arthritis Foundation

Member of Board of Directors Columbus Hospice, Inc.

West Central Georgia Branch of the Lung Association

Mercer University Alumni Association

Executive Committee, 1981-1982

Vice President, 1982-1983

President Elect, 1983-1984

President, 1984-1985

Columbus Lawyers Club

President, 1984-1985

President Elect, 1983-1984

Vice President, 1982-1983

Secretary, 1981-1982 Treasurer, 1980-1981

Member of the Board of Visitors of the Walter F. George School of Law, Mercer University, 1985-1991, Chairman 1990-1991

#### **AWARDS**:

Meritorious Service Award, Mercer University Alumni Association, 1985 Humanitarian Award, Columbus Hospice, Inc., 1997 Pro Bono Award, Columbus Lawyers Club, 2004

#### **SECTION 4: SERVICE PLAN**

#### Addendum 4.1.

Provide legal services, advice and counsel, render legal opinions, and review and draft legal documents with respect to real estate matters affecting the City, having so provided such services over the past twenty-nine (29) years. I am and have been available at all times by telephone, fax, e-mail, and in person to provide answers to questions and legal opinions in various real estate matters affecting the City. This includes providing answers and opinions to the City Attorney, the City Manager, Assistant City Manager, Department Heads, and various city employees, all of whom have consistently and continuously contacted me over the past twenty-nine (29) years to provide answers to their questions and legal opinions as to various real estate matters involving or affecting the City.

#### **SECTION 5: CLIENT WORK HISTORY**

#### Addendum 5.1

(See Form 4 attached hereto)

#### FORM 4

#### **CLIENT WORK HISTORY**

#### LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP No. 18-0006

Provide at least five (5) references for which the firm has provided similar services.

Name and Address of Client:

The Hughston Clinic, P.C.

6262 Veterans Parkway (31909)

P.O. Box 9517

Columbus, GA 31908-9517

Point of Contact: Mark A. Baker, CEO

Email: mbaker@hughston.com

Telephone: 706-494-3265 Fax: 706-494-3247

Description of services provided:

Prepare and review contracts, render legal opinions, organize corporations and limited liability companies, conduct title examinations and handle closings.

Name and Address of Client:

West Georgia Eye Care Center, PA

2616 Warm Springs Road Columbus, GA 31904

Point of Contact: Mark H. Holloway, Administrator

Email: mholloway@wgecc.com

Telephone: 706-507-7654

Fax: 706-660-9191

Description of services provided:

Prepare and review contracts, render legal opinions, organize corporations and limited liability companies, conduct title examinations and handle closings.

Name and Address of Client:

Gentle Dentistry of Columbus, P.C.

1846 Warm Springs Road

Columbus, GA 31904

Point of Contact: Darcy R. Leerssen, DDS,
Email: President
The liters of minds pring.com

Telephone: 706-322-6551

Fax: 706-576-5154

Description of services provided:

Prepare and review contracts, render legal opinions, and handle corporate matters related to the practice.

Name and Address of Client:

G&M Kennon Properties, LLLP

P.O. Box 4572

Columbus, GA 31914

Point of Contact: Gerry Kennon, Gen. Partner

Email: g1kennon@aol.com Telephone: 706-329-3444

Fax: 706-571-8875

Description of services provided:

Conduct title examinations, render legal opinions, carry out barment proceedings and handle petitions to quiet title.

Name and Address of Client:

Kennon Realty Services, Inc.

P.O. Box 4400

Columbus, GA 31914

Point of Contact: Kelsey Kennon

Email: klkennon@kpdk.com Telephone: 706-256-4275

Fax: 706-653-7309

Description of services provided:

Conduct title examinations, render legal opinions, carry out barment proceedings and handle petitions to quiet title.

#### **SECTION 6: COST PROPOSAL**

#### Addendum 6.1.

(See Attachment A attached hereto)

#### **ATTACHMENT A**

## COST PROPOSAL FORM LEGAL COUNSEL OF RECORD FOR THE DEPARTMENT OF COMMUNITY REINVESTMENT (ANNUAL CONTRACT) RFP NO. 18-0006

#### PLEASE FILL IN COST BELOW:

#### ATTORNEY COMPENSATION

monthly in and cover	tainer – Attorneys shall be entitled to an annual retainer fee of \$ 1800.00, payable in stallments of \$150.00 This will assure Attorney's availability for specific engagements, routine telephone inquiries and communication in random matters requiring no appreciable r follow-up and no significant amount of attorney or paralegal time.
as counsel	cific Engagement Fees - Provide hourly rates for the following activities in performing duties of Record relating to Urban Renewal/Redevelopment Law, Community Development Block gram, Emergency Shelter Grant Program and Home Investment Partnership Program:
1.	Rendering and preparation of written legal opinions:\$ 350.00 per hour.
2.	Rendering of verbal legal opinions: \$\_150.00 \text{ per hr}.
3.	The retainer includes hours of routine telephone inquiries per month. Provide cost for telephone inquiries in excess of those included in the retainer. \$350.00_per_hr
4.	The retainer includes hours of routine consultation with staff, per month. Provide cost for those hours in excess of those included in the retainer. \$_350.00 per hr
1.	Cost per page for copying. \$0.25
2.	Cost for telephone calls to persons other than staff. \$
3.	Consultation with persons other than staff. \$
4.	List any additional items that your firm may feel is important to this proposal that is not listed above. Please attach additional list.
C.	Negotiate fees – For any additional items that are not listed above would your firm agree to negotiate fees?  YES NO
	Authorized Signature  Authorized Signature  Aug. 78, 1017

#### **SECTION 7: CONTRACT SIGNATURE PAGE**

#### Addendum 7.1.

(See Form 5 attached hereto.)

#### EXHIBIT D

Legal Counsel of Record for the Department of Community Reinvestment (Annual Contract)

The Beil Law Firm, P.C. Clarification Documents

#### Sandra Chandler

From:

Jacob Beil <jacob@beillaw.com>

Sent:

Monday, October 16, 2017 1:50 PM

To: Cc: Sandra Chandler

CC:

Andrea McCorvey RFP 18-0006

Subject: Attachments:

Johnson Wanda - Resume.pdf; Daniels Regina - Resume.pdf; Miller Wanda -

Resume.pdf; Beil Joshua - Resume.pdf

#### Ms. Chandler:

This is in response to Andrea J. McCorvey's letter to me of October 12, 2017, requesting resumes of all key personnel and other professional resources with respect to my practice. They are attached.

Please be advised that all of the aforenamed will provide services in my absence or if I am unavailable as they have for a number of years, with Joshua W. Beil providing legal responsibility and overall supervision in my absence.

Should you have any questions or if I may be of further service, please feel free to contact me.

Thanks, Jacob Beil

Jacob Beil, Attorney-at-Law The Beil Law Firm, P.C. P.O. Box 1126 (31902) Heritage Tower, Suite 301 18 – 9th Street Columbus, GA 31901 (706) 596-9912 (706) 576-5583 Fax Jacob@beillaw.com

NOTICE: THIS TRANSMISSION IS INTENDED FOR THE PERSONAL AND CONFIDENTIAL USE OF THE INTENDED RECIPIENT(S) AND MAY BE A CONFIDENTIAL ATTORNEY—CLIENT COMMUNICATION. IF YOU ARE NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOUR REVIEW, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY BY TELEPHONE AT (706) 596-9912 AND IMMEDIATELY DESTROY THE ORIGINAL TRANSMISSION. THANK YOU.

#### Joshua William Beil

6400 Green Island Drive, Unit 83 Columbus, Georgia 31904 Work Phone: 706-596-9912 Cell Phone: 706-593-5850

E-Mail Address: joska beiliaw.com

#### Education

Florida Coastal School of Law, Jacksonville, Florida Graduated 2010, J.D. Degree

Mercer University, Macon, Georgia Graduated 2005, B.B.A. Degree

Brookstone School – Columbus, Georgia Graduated 2001

#### Experience

The Beil Law Firm, P.C. – 2010 to Present Job Description - Attorney

First Georgia Banking Company, 2006 – 2007 Job Description - Courier and Trainee

Lambda Chi Alpha Fraternity, Inc. – 2005 – 2006 Job Description - Consultant

## 1391 LEE ROAD 312 • SMITHS STATION, AL 36877 PHONE 334-297-4965 • CELL PHONE 706-570-0326 E-MAIL: JOHNSTONWANDA@YAHOO.COM

#### WANDA JOHNSTON

#### OBJECTIVE

A position allowing me to apply my extensive experience and education in the real estate legal field.

#### PROFESSIONAU EXPERIENCE

January 2008-Present Real Estate Paralegal / Owner

Wanda W. Johnston, LLC

- Performing research for title examinations in courthouses throughout Georgia and Alabama.
- Preparing title reports for attorneys and clients to summarize the research.
- Meeting with attorneys and clients to explain and discuss the research.
- Invoicing attorneys and clients and reconciling payments received.
- Procuring errors and omissions insurance.
- Procuring business licenses in Georgia and Alabama.
- Performing clerical duties associated with the everyday running of the business as well as procuring business equipment and supplies.
- Maintaining records for tax preparation.
- Attending continuing education seminars.

June 1985-December 2008

Page, Scrantom, Sprouse,

Tucker & Ford, P.C.

Attorneys

#### Real Estate Paralegal

- Performing research for title examinations in courthouses throughout Georgia and Alabama.
- Preparing title reports for attorneys to summarize the research.
- Meeting with attorneys to explain and discuss the research.
- Performing clerical duties as requested by attorneys.
   Attending staff meetings and continuing education seminars.

January1980-June 1985

Hatcher, Stubbs, Land,

Hollis and Rothschild,

Attorneys

#### Real Estate Paralegal

- Performing research for title examinations in courthouses throughout Georgia and Alabama.
- Preparing title reports for attorneys to summarize the research.
- Meeting with attorneys to explain and discuss the research.
- Performing clerical duties as requested by attorneys. Attending staff meetings and continuing education seminars.

#### **BIDU** (CAVILION

February 1973-May 1973 General Studies

American College in Paris

Paris, France

September 1973-March 1977

Columbus State

University, Columbus,

GA

**BA** Political Science

#### CERTLEICATIONS

- The Lawyer's Assistant Program of The National Center for Paralegal Training (American Bar Association approved)
- Certified Pharmacy Technician

#### CEVIC A FEIT TATIONS

Columbus Association of Legal Assistants - Served as President and Vice President PAWS Humane Society volunteer
March of Dimes volunteer
American Heart Association volunteer

#### **REGINA L. DANIELS**

E-mail: gdaniels60@aol.com

Address: 916 54th Street, Columbus, Georgia 31904

Phone: 706-325-4325

#### EDUCATION

Jordan Vocational High School Graduated June 1977

Columbus State University

Salvation Army School for Officer Training

Various seminars and job-related continuing education

#### EXPERIENCE

The Beil Law Firm, P.C. P. O. Box 1126

Columbus, Georgia 31902

Administrative Assistant - October 2002 to present

General office, secretarial and reception duties; assistant to Attorneys with real estate matters, inclusive of preparation of closing documents and title insurance policies for both commercial and residential transactions.

Fountain, Arrington, Bass, Mercer & Lee, P.C., CPAs 2100 Brookstone Centre Parkway, Suite 100 Columbus, Georgia 31904

Secretary/Bookkeeper – February 1992 to October 2002

General office, secretarial and reception duties; assistant to CPAs with income tax returns, auditing and financial report preparation.

Wanda K. Miller 1826 Coventry Drive Columbus, Georgia 31904 706-324-1192 (h) 706-573-1826 (c) 706-596-9912 (w) Wmiller60@yahoo.com

#### **Work Experience**

The Beil Law Firm, P.C.

1992 - Present

More than 25 years as Legal Assistant to Jacob Beil, Attorney-at-Law, working on legal matters including real estate closings, both commercial and residential; preparation and filing of condemnation proceedings; corporate matters; wills, trusts, and other estate planning documents.

Fountain, Arrington, Hoffman & Co., P.C. 1985 – 1992

Pascoe Building Systems

1978 - 1984

#### Education

Jordan Vocational High School Columbus State University Columbus Technical College Graduated 1978

#### COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



#### FINANCE DEPARTMENT

#### **PURCHASING DIVISION**

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-653-4105, Fax 706-653-4109 BidLine 706-225-4536

October 12, 2017

Mr. Jacob Beil The Beil Law Firm, P. C. 18-9<sup>th</sup> Street, Heritage Tower, #301 Columbus, GA 30901

Reference:

RFP No. 18-0006 Legal Counsel of Record for the Department of Community

Reinvestment (Annual Contract)

Dear Mr. Beil:

Thank you for submitting a proposal for the subject project. The Evaluation Committee has reviewed your proposal, and requests the following:

- Please provide résumés of all key personnel and other professional resources.
- Your transmittal letter indicated that Mr. Joshua W. Beil is the other sole shareholder in your practice, and your response in Addendum 3.1 a. and b. indicate that you handle all matters with the assistance of Mr. Joshua W. Beil and other staff consisting of paraprofessional and legal assistants. Please confirm that Mr. Joshua W. Beil would be responsible for contracted duties in the event that you are not available. Additionally, provide the résumé for Joshua W. Beil.

Send your written response to the attention of Sandra Chandler at email <u>schandler@columbusga.org</u> or fax number (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Monday, October 16, 2017.

Sincerely,

Andrea J. McCorvey

Purchasing Division Manager