


# COLUMBUS CONSOLIDATED GOVERNMENT CONTRACT ROUTING MEMORANDUM


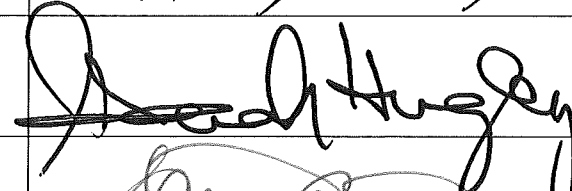
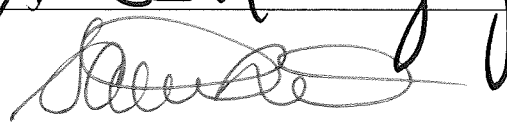
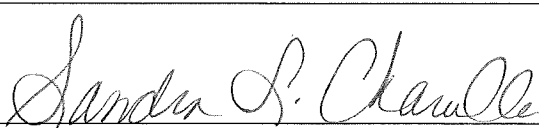
**DATE:** December 14, 2020

**SUBJECT:** Roadside Traffic Counters/Recorders (Annual Contract); RFP No. 20-0016

**FROM:** Sandra Chandler, Purchasing Division 

Please route for appropriate signatures, copies of the attached contract with MetroCount (Fulton, MD) to provide traffic counters and recorders to the Traffic Engineering Division on an 'as needed basis'. The term of the contract will be two (2) years with the option to renew for three (3) additional twelve (12) month periods. Funds are budgeted each fiscal year for this ongoing expense: Paving Fund – Engineering – Highways and Roads – Capital Expend – Under \$5,000; 0203-250-2200-ROAD-7763.

**Council authorized this contract per Resolution No. 367-20, dated November 10, 2020 (copy is attached).**

Signatories	Signatures Required (No initials please)	Date
<b>Purchasing Division Manager</b> Signature of Approval		12/14/20
<b>City Attorney:</b> Signature required on Contracts	Form Approved: Cef. City Attorney	12/14/20
<b>City Manager:</b> Signature required on Contracts		12/14/20
<b>Clerk of Council:</b> Signature Required on Contracts & Attest/Seal		12-16-2020
<b>Buyer:</b> Process / Distribute		12/17/20

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

**RESOLUTION**

**NO. 367-20**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH METROCOUNT (FULTON, MD) FOR THE PROVISION OF ROADSIDE TRAFFIC COUNTERS/RECORDERS TO THE TRAFFIC ENGINEERING DIVISION ON AN "AS NEEDED" BASIS.**

**WHEREAS**, an RFP was administered (RFP No. 20-0016) and two (2) proposals were received; and,

**WHEREAS**, the proposal submitted by MetroCount met all proposal requirements and was evaluated most responsive to the RFP; and,

**WHEREAS**, the term of the contract shall 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 contractor and the City.

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

That the City Manager is hereby authorized to execute an annual contract with MetroCount (Fulton, MD) for the provision of roadside traffic counters/recorders to the Traffic Engineering Division on an "as needed" basis. Funds are budgeted each fiscal year for this ongoing expense: Paving Fund - Engineering – Highways and Roads – Capital Expend – Under \$5,000; 0203-250-2200-ROAD-7763.

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Introduced at a regular meeting of the Council of Columbus, Georgia, held the 10<sup>th</sup> day of November, 2020 and adopted at said meeting by the affirmative vote of eight members of said Council.

Councilor Allen	voting <u>  YES  </u>
Councilor Barnes	voting <u>  YES  </u>
Councilor Crabb	voting <u>  ABSENT FOR VOTE  </u>
Councilor Davis	voting <u>  YES  </u>
Councilor Garrett	voting <u>  YES  </u>
Councilor House	voting <u>  YES  </u>
Councilor Huff	voting <u>  YES  </u>
Councilor Thomas	voting <u>  ABSENT  </u>
Councilor Tucker	voting <u>  YES  </u>
Councilor Woodson	voting <u>  YES  </u>

# CONTRACT

THIS CONTRACT, executed this 10<sup>th</sup> day of November 2020, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **MetroCount**, 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 **Roadside Traffic Counters/Recorders**, per **RFP No. 20-0016**, and was awarded the Contract by Columbus City Council on Tuesday, November 10, 2020, Resolution No. 367-20, 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 April 30, 2020 (and all addenda thereto), the Contractor's bid dated June 3, 2020 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.

3. On the faithful performance of this Contract by the Contractor, the City will pay 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  
ROADSIDE TRAFFIC COUNTERS/RECORDERS  
(ANNUAL CONTRACT)  
RFP NO. 20-0016**

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.

Valley Breeden  
Witness as to the signing of the contract

Kelly Breeden  
Witness as to the signing of the contract

(Corporate seal, if applicable)

By: Sean Heaney 5/29/20  
Signature of Authorized Representative Date

Sean Heaney Regional Manager  
Print Name and Title of Signatory

Company: MetroCount

*Company Ordering Address*

11820 W Market Pl Suite M  
Fulton MD 20759

Contact: Sean Heaney

Contact Email sheaney@metrocount.com

Telephone 800-576-5692 Fax 301-490-3591

*Company Payment Address*

11820 W Market Pl Suite M  
Fulton MD 20759

Contact: Sean Heaney

Contact Email sheaney@metrocount.com

Telephone: 800-576-5692 Fax 301-490-3591

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this 14<sup>th</sup> day of December 2020

Isiah Hugley  
Isiah Hugley, City Manager

**APPROVED AS TO LEGAL FORM:**

Clifton C. Fay  
Clifton C. Fay, City Attorney

ATTEST:  
Sandra T. Davis  
Sandra T. Davis, Clerk of Council

**EXECUTION AUTHORIZED**

By Resolution No. 367-20  
Sandra T. Davis

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

**EXHIBIT A**

*Columbus Consolidated Government*

*Roadside Traffic Counters/Recorders  
(Annual Contract)*

*Business Requirements*

*RFP No. 20-0016*



THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

November 18, 2020

Columbus Consolidated Government  
100 10TH ST  
COLUMBUS GA 31901

#### Account Information:

<b>Policy Holder Details :</b>	METROCOUNT USA INC
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#### Contact Us

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Business Service Center  
**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)  
**Phone:** (866) 467-8730  
**Fax:** (888) 443-6112  
**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)  
**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,  
Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CAPITOL BENEFITS LLC/PHS 42630872 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (866) 467-8730 (A/C, No, Ext):		FAX (888) 443-6112 (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> METROCOUNT USA INC 11820 W MARKET PL STE M FULTON MD 20759-2410		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Sentinel Insurance Company Ltd. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	<b>NAIC#</b> 11000

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability			42 SBA PI2743	07/25/2020	07/25/2021	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			42 WEC EG9984	11/29/2020	11/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE -EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	EMPLOYMENT PRACTICES LIABILITY			42 SBA PI2743	07/25/2020	07/25/2021	Each Claim Limit \$10,000 Aggregate Limit \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. RE-RFP No. 20-0016 Roadside Traffic Counters/Recorders (Annual Contract)

**CERTIFICATE HOLDER**

Columbus Consolidated Government  
 100 10TH ST  
 COLUMBUS GA 31901-2736

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Susan S. Castaneda*

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CERTIFICATE OF INCORPORATION  
OF  
METROCOUNT (USA) INC.

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FIRST. The name of this corporation shall be:

METROCOUNT (USA) INC.

SECOND. Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805, and its registered agent at such address is THE COMPANY CORPORATION.

THIRD. The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which this corporation is authorized to issue is:


One Thousand Five Hundred (1,500) shares without par value.

FIFTH. The name and mailing address of the incorporator is as follows:

Thomas Diguglielmo  
The Company Corporation  
1013 Centre Road  
Wilmington, DE 19805

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

IN WITNESS WHEREOF, The undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this twenty sixth day of July, A.D. 1999.

  
\_\_\_\_\_  
Thomas Diguglielmo  
Incorporator



## Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>MetroCount USA Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>11820 W Market Pl, Ste M</b>	Requestor's name and address (optional)
	6 City, state, and ZIP code <b>Fulton, MD 20759</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

	Social security number				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%; height: 20px;"></td> </tr> </table>				
	or				
	Employer identification number				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kelley Breder</i>	Date ▶ 10/7/2019
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**EXHIBIT B**

*Columbus Consolidated Government  
Roadside Traffic Counters/Recorders  
(Annual Contract)*

*Request for Proposals*

*RFP No. 20-0016*

**COLUMBUS CONSOLIDATED GOVERNMENT**  
Georgia's First Consolidated Government



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706-225-4087, FAX 706-225-3033  
BIDLINE 706-225-4536  
[www.columbusga.org](http://www.columbusga.org)

April 30, 2020

<p><b>REQUEST FOR PROPOSALS:</b></p> <p><b>RFP NO. 20-0016</b></p>	<p>Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center"><b>ROADSIDE TRAFFIC COUNTERS/RECORDERS (ANNUAL CONTRACT)</b></p>
<p><b>GENERAL SCOPE</b></p>	<p>Columbus Consolidated Government is seeking proposals from qualified vendors to provide Roadside Traffic Counters/Recorders to be provided to the Traffic Engineering Division on an “as needed” basis. The term of the contract will be two (2) years with the option to renew for three (3) additional twelve (12) month periods.</p>
<p><b>DUE DATE</b></p>	<p align="center"><b>JUNE 3, 2020 – 5:00 PM (EASTERN)</b></p>
<p><b>PROPOSAL SUBMISSION REQUIREMENTS</b></p>	<p>Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. <b>Effective immediately, responses must be submitted via DemandStar.</b> See Appendix C for <i>Submission Requirements, Submission Checklist and Demandstar Registration and Submission Instructions.</i></p>
<p><b>ADDENDA</b></p>	<p align="center"><b><u>IMPORTANT INFORMATION</u></b></p> <p>The Purchasing Division will post addenda (if any) for this project at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a>. <b>It is the vendors’ responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a proposal.</b></p>
<p><b>NO PROPOSAL SUBMISSION</b></p>	<p><i>If you are not interested in this solicitation, please complete and return page 2.</i></p>

Andrea J. McCorvey  
Purchasing Division Manager



# **IMPORTANT INFORMATION**

## **e-Notification**

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

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

**Telephone: 404-657-6000**

**Fax: 404-657-8444**

**Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)**

# STATEMENT OF “NO PROPOSAL SUBMISSION”

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

Email [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) **or** return this form, via fax or mail, to:

Fax number (706) 225-3033

**Attn: Sandra Chandler, Buyer**

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 20-0016** for **Roadside Traffic Counters/Recorders (Annual Contract)** for the following reason(s):

- Specifications are too “tight”, i.e. geared towards one brand or manufacturer (explain below).
- There is insufficient time to respond.
- We do not offer this product and/or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Other (specify below).

Comments

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COMPANY NAME: \_\_\_\_\_

AGENT: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.**

**3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$25,000 and Above**

**(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 \$25,000, 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, Purchasing Limits. 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. Discussion with Responsible Offerors 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 [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or use the attached “Question/Clarification” Form (on the following page) to submit questions.



# QUESTION/CLARIFICATION FORM

DATE: \_\_\_\_\_

TO: Sandra Chandler, Buyer I  
Email [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org) or  
Fax (706) 225-3033

RE: RFP No. 20-0016; Roadside Traffic Counters/Recorders (Annual Contract)

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**Questions and requests for clarification must be submitted at least (5) business days before the due date.**

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From:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Website

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Complete Address

\_\_\_\_\_  
City

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State

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Zip

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

# COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

## Roadside Traffic Counters/Recorders (Annual Contract) RFP No. 20-0016

The Consolidated Government of Columbus, Georgia (the City) invites proposal submissions from qualified vendors to provide Roadside Traffic Counters/Recorders for use by the Traffic Engineering Division. This proposal should allow the Traffic Engineering Division to purchase approximately 20 Traffic Counters/Recorders during the course of the contract, as needed, depending on price and funding.

### **A. PROPOSAL SUBMITTAL DATE:**

**SEALED PROPOSALS ARE DUE: JUNE 3, 2020 NO LATER THAN 5:00 PM (Eastern Time).**  
*Submit one electronic response.*

**After award of Contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.**

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. PUBLIC INFORMATION:**

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. ADDENDA:**

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. NON-COLLUSION:**

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 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.

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

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

**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.**

**Q. 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. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (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; and 6) 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.

**GENERAL SPECIFICATIONS**  
**ROADSIDE TRAFFIC COUNTERS/RECORDERS**  
**(ANNUAL CONTRACT)**  
**RFP No. 20-0016**

**9.0 INTRODUCTION/PURPOSE**

The Consolidated Government of Columbus, Georgia (the City) is seeking proposals from qualified vendors to provide Roadside Traffic Counters/Recorders for use by the Traffic Engineering Division. These specifications describe the minimum requirements for this equipment to be purchased on an “as needed” basis. This proposal should allow the Traffic Engineering Division to purchase approximately 20 Traffic Counters/Recorders during the course of the contract, as needed, depending on price and funding.

See **Appendix A** for Technical Specifications.

**2.0 TERM OF CONTRACT**

- 2.01 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.
- 2.02 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.
- 2.03 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 1<sup>st</sup> of the fiscal year for which such approval has been denied.
- 2.04 **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.

**3.0 PRICE ADJUSTMENT CLAUSE**

- 3.01 Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases). ***Request for price increases, without documentation, shall not be considered.*** Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.
- 3.02 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.

## **4.0 ADDENDA AND EXPLANATIONS**

- 4.01 The vendor shall include acknowledgment of receipt of addenda (if applicable) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). **It is the vendor's responsibility to contact the City for copies of addenda if bid document is received from any source other than the City. It is also the vendor's responsibility to check the City's website [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm) for copies of addenda if bid document is downloaded from the City's Website.**
- 4.02 Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each vendor. Every request for such explanation shall be in writing and addressed to the **Purchasing Manager**. Any verbal statements regarding same by any person, shall be unofficial and not binding on any party.

## **5.0 ERRORS AND OMISSIONS**

If, due to an error or omission in the scope of work, a particular item is not specifically included but is necessary to provide the City with fully functional roadside traffic counters/recorders, then said item is considered to be included in the scope of work just as if it had been listed in detail herein.

## **6.0 INDEMNITY CLAUSE**

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.

## **7.0 INSURANCE**

- 7.01 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 I)**. **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.
- 7.02 The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, **as well as, list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

## **8.0 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](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,**



**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.**

## **9.0 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.

## **10.0 PROPOSAL AND SUBMISSION REQUIREMENTS**

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.** See *Appendix C for Submission Checklist and DemandStar Submission Requirements.*

The complete proposal shall contain the following information and shall be submitted in the order shown below.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit, and the form titled "Communication Concerning This Solicitation" (Form 3), 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.*

### **PART A. TECHNICAL PROPOSAL**

#### **Section 1: Transmittal Letter**

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and **include the name and email address of contact person(s) during this proposal process.** Specifically designate the company's representative who will serve as lead contact in all communications, is authorized to negotiate on behalf of the company, and is authorized to enter into a contract with the City. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

#### **Section 2: Addenda Acknowledgement**

Acknowledge receipt for all addenda (if any). Addenda will be posted at: [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/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: 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 <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

#### **Section 4: Communication Concerning This Solicitation**

Complete the form titled *Communication Concerning This Solicitation (Form 3)*

**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.**

**Section 5: EXCEPTIONS TO RFP**

List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission. **These exceptions shall be considered by the Evaluation Committee.**  
\*Exceptions listed in other areas of the vendor's submission will not be considered.

**Note:** The vendor's proposal may not receive further consideration, if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction.

**If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions**

**Section 6: References**

Provide at least five (5) municipal references for which your company has provided the same equipment/software and services within the last three (3) years. Include entity name, phone number, fax number, contact name, contract amount and timeframe for each project, along with a brief description of the project scope provided.

**Section 7: Equipment Specifications**

Offeror shall include literature that fully describes the capability of proposed equipment.

**Section 8: Equipment Warranty**

Offeror shall provide a copy of the warranty information for proposed equipment. Include recommended routine preventative maintenance procedures.

**Section 9: Service Plan**

- A. Provide the timeframe for delivery of equipment/software.
- B. Include an instructional program, which shall include, but not be limited to, the proper operation of the equipment.
- C. Provide one set of Training Manuals/CDs

**Section 10: Cost Proposal**

Provide unit pricing for all costs associated with providing the proposed equipment and software.

**Section 11: Contract Signature Page**

Complete **Form 5**. City officials will sign the original contract pages after Columbus City Council approves the contract award with the successful firm (*See Note below*). Per the General Provisions, Page 12, Item X, 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; and 6) Awarded Vendor(s) Business Requirements.

***Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.***

**PART B. BUSINESS REQUIREMENTS**

**SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:**

- 1. Provide Insurance Checklist (**Form 1**) or Certificate of Insurance
- 2. W-9 (**Form 4**)
- 3. Provide a current copy 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, Revenue Division Manager, at telephone 706-225-3091.

### 11.0 RFP EVALUATION

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

Criteria for Evaluation	Weight
<b>A. Field Set-Up:</b> Evaluation of field set up, weatherproofing, data collection, data transfer process/devices, accuracy and reliability of traffic data.	35%
<b>B. Data Collection/Analysis Software:</b> Evaluation of data collection/analysis software, ability to import data as specified, report formats and adaptation to Traffic Engineering needs.	35%
<b>C. Warranty &amp; Service Plan:</b> Evaluation of warranty and availability of Service. The time for repair and availability of units to loan while service is being performed. Evaluation the availability of technical support for software problems and hardware problems via phone.	25%
<b>D. Cost Proposal (subject to negotiations):</b> Evaluation of price of Roadside Traffic Counters/Recorders and software provided.	5%

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. Proponents will be ranked in descending order of numerical predominance.

## TECHNICAL SPECIFICATIONS ROADSIDE TRAFFIC COUNTERS/RECORDERS (ANNUAL CONTRACT) RFP No. 20-0016

### 1.0 INTRODUCTION/PURPOSE

The Consolidated Government of Columbus, Georgia (the City) is seeking proposals from qualified vendors to provide Roadside Traffic Counters/Recorders for use by the Traffic Engineering Division. These specifications describe the minimum requirements for this equipment to be purchased on an “as needed” basis. This proposal should allow the Traffic Engineering Division to purchase approximately 20 Traffic Counters/Recorders during the course of the contract, as needed, depending on price and funding.

### 2.0 PROPOSED EQUIPMENT SPECIFICATIONS

#### Traffic Counters/Recorder Units:

The following components, accessories, software, etc. shall be included with each unit:

- 2.01 Provide Cost Proposal on a per unit basis.
- 2.02 Provide operating Software for each Roadside Traffic Counter.
- 2.03 Provide the Roadside Traffic Counter, Traffic Data Download and Analysis Software for the office PC computer. Software shall be Windows based.
- 2.04 Provide one Portable Data Collection unit with each ten (10) units supplied for field data collection and transfer of data to office PC computers. Said units shall include all necessary cabling, hardware, chargers, etc. to accomplish field data collection and transfer. The Portable Data Collection units shall include all applicable software/license to collect and process data. Hence, should a Portable Data Collection unit fail over the design life of the System and need replacing, the City will not have to purchase new software only a new device.
- 2.05 Alternate Data Collection Methods - If the Roadside Traffic Counter does not use a Portable Data Collection Unit to retrieve data from the unit from the field, then, please explain the method of data retrieval and attach it as a narrative to the submitted proposal. ***The City reserves the right to accept or reject Alternate data collection methods.***
- 2.06 Provide all other Associated Hardware Accessories to set up a counter with two (2) pneumatic tubes having a minimum length of 75 feet each. Should the pneumatic tubes need replacement, the City should be able to purchase additional individual ones.

### 3.0 OPERATIONAL REQUIREMENTS

The Roadside Traffic Counters/Recorders shall be delivered with the ability to accomplish the following operational requirements:

- 3.01 The Roadside Traffic Counter/Recorder will be used by the Columbus Consolidated Government to collect traffic data for the following evaluations. Each single recorder shall be able to detect, separate and record vehicle information, time of day and date in both directions with the same setup with the use of 2 hoses. This shall be accomplished by one field installation and data collection allowing any of the following reports to be produced without having to reset Counter/Recorders:
- 3.01.1 Traffic Impact Studies
  - 3.01.2 Speed Studies
    - (a) Average (Mean / Median) Speed
    - (b) 85<sup>th</sup> Percentile Speed
    - (c) Record speed of each vehicle and place vehicles within pre-selected speed range such as groupings of 5 mph, for reporting purposes.
    - (d) Posted Speed Limit
  - 3.01.3 Volume Studies
    - (a) Volume on a pre-selected time interval of 5,10,15, and 60-minute intervals
    - (b) Identify peak volume periods
  - 3.01.4 Vehicle Classification Studies using FHWA Vehicle Classification Standards “Scheme F”.
  - 3.01.5 Intersection Time Delay Studies
- 3.02 The Roadside Traffic Counters/Recorders shall have the ability to produce the following reports with time intervals of 5, 15, 30, and 60 minutes at a minimum:
- 6.02.1 Volume Count Report indicating peaks and averages.
  - 6.02.2 Class volumes counts in accordance with FHWA “Scheme F”.
  - 6.02.3 Speed statistics with min/max limits
  - 6.02.4 Plot of integrated vehicle flow versus time (graph)
  - 6.02.5 Plot of velocity dispersion with time (graph)
- 3.03 Reports shall be in a standard format and shall be capable of importing processed data directly to Microsoft software such as Excel, Access and Microsoft Word. Cutting and pasting of data from the processing software of the Roadside Counter to one of these programs is not an acceptable method of data transfer.
- 3.04 Batteries – The Roadside Traffic Counters/Recorders shall be able to collect and store data for a period of not less than 30 days of continuous use without down loading or clearing its memory. Rechargeable or non-rechargeable batteries shall power the Roadside Traffic Counters/Recorders with enough capacity for 200 days of continuous use. Said batteries shall be of a type that can be replaced by the user without having to be sent back to the manufacturer or service shop for replacement. The user should be able to view the estimated number of days of battery life remaining and the unit should provide warning when battery is low.
- 3.05 Each Roadside Traffic Counter must be capable of recording data according to time interval options that shall include, but need not be limited to: 5, 15, 30, and 60 minutes.

Time interval selection shall be selected by the operator after the survey data is collected. The Roadside Traffic Counter must be capable of performing hourly vehicle speed, classification and volume counts while also identifying the direction of traffic in each case.

- 3.06 Warranty - The Roadside Traffic Counter must be warranted for a period of not less than 12 months after they are received by The Columbus Consolidated Government.

#### **4.0 SOFTWARE UPGRADES AND SERVICE**

- 4.01 The Roadside Traffic Counter Processing Software, Roadside Unit Software and Portable Data Collection Unit Software shall be upgraded at no cost to the Columbus Consolidated Government if new software or revisions becomes available within 18 months of purchase date.
- 4.02 Should a portable data collection unit become damaged and need replacing the successful vendor shall supply the new portable data collection unit at the cost of the unit only. All software and licenses shall be included.
- 4.03 Volume data extracted from the tube counters shall be imported and compatible with PC Warrants II or software of equal performance that performs warrant analysis for traffic signals and multi-way stop signs.

#### **5.0 TESTING / EVALUATION OF PROPOSED EQUIPMENT**

- 5.01 **Vendors will be notified in writing once a test date and location are determined by the Traffic Engineering personnel.**

Each vendor submitting a proposal shall supply one (1) Roadside Traffic Counter/Recorder unit to be used for testing under actual field conditions. The vendor shall supply all equipment hardware, processing and download software for processing the data from the units. The vendor shall also supply one set of training manuals/CDs and one-day of on-site and/or online (depending on the COVID-19 situation) training for Traffic Engineering personnel. The Training shall include, but not limited to, setup of roadside unit, programming of the roadside unit, transfer/processing of data and production of desired reports. The training shall also touch on analysis of data and how to tell if the collected data is accurate. The vendor must set-up the test unit at the designated location, and the unit will be tested in the field for a seven (7) day period. Once completed, the vendor must provide the traffic count report within three days.

- 5.02 Evaluation – The Traffic Engineering Division has limited personnel to conduct field installation, data collection and final analysis of traffic data. Consequently, it is extremely important that we select Roadside Traffic Counters/Recorders that are easy to install, collect data, analyze data and produce final reports. The second most important issue is that the traffic data collected is accurate and dependable free of errors and failed data collection.
- 5.03 Use / Pick-up Unit – During the testing period it is expected the equipment will be able to withstand normal wear and tear. The City will not be held responsible for any damages. The vendors are responsible for picking up the test units within three weeks after the test period is over.

# **APPENDIX B**

## **FORMS**

**INSURANCE CHECKLIST**

**RFP No. 20-0016  
ROADSIDE TRAFFIC COUNTERS/RECORDERS  
(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 (Figures denote minimums)	Bidders Limits/Response
X	1. Worker’s Compensation and Employer’s Liability	<b>STATUTORY REQUIREMENTS</b>	
X	<b>Comprehensive General Liability</b>		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	<b>Automobile Liability</b>		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		



	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
	22. Pollution	\$2 Million per occurrence/claim	
<b>X</b>	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<b>X</b>	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<b>X</b>	25. The City shall be named Additional Insured on all policies		
<b>X</b>	26. Certificate of Insurance shall show Bid Number and Bid Title		

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

**BIDDER'S STATEMENT:**

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

BIDDER NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**VENDOR INFORMATION REGARDING**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**  
*and*

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

**Information is available at: [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_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, 4-7 digits*)

\_\_\_\_\_  
Date of Authorization

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

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

### Roadside Traffic Counters/Recorders (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 \_\_\_\_\_, \_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

*Subscribed and sworn before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_.*

\_\_\_\_\_  
*NOTARY PUBLIC*

*My Commission Expires:*

\_\_\_\_\_

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

**“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 *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 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 sub-subcontractors 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

**Roadside Traffic Counters/Recorders (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 \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**“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 **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 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

**Roadside Traffic Counters/Recorders (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 \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**COMMUNICATION CONCERNING THIS SOLICITATION**

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

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

\*\*\*\*\*

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

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

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

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

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

\*\*\*\*\*

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

Vendor Name: \_\_\_\_\_

Print Name of Authorized Agent: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

								-							
--	--	--	--	--	--	--	--	---	--	--	--	--	--	--	--

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 for Part II, later.

**Sign Here**      Signature of U.S. person ▶ \_\_\_\_\_      Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**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 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 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 United 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 Pub. 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 treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties 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 alien 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.

1. 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.
3. 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 tax 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 alien 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 alien 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 alien 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 dies.

## 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.** Willfully 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 1

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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 1 of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 tax 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.

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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
- 5—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

<sup>1</sup> 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.

**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)(i)

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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.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.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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.

**1. 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 1983 and broker accounts considered inactive during 1983.** 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.

**3. 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), ABLE accounts (under section 529A), 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:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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 <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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

<sup>1</sup> 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>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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*, earlier.

**\*Note:** The 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 fraud 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 toll-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 email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto: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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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 Columbia, 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.

**FORM 5**

**CONTRACT SIGNATURE PAGE  
ROADSIDE TRAFFIC COUNTERS/RECORDERS  
(ANNUAL CONTRACT)  
RFP NO. 20-0016**

**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.**

\_\_\_\_\_  
Witness as to the signing of the contract

By: \_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Witness as to the signing of the contract  
  
(Corporate seal, if applicable)

\_\_\_\_\_  
Print Name and Title of Signatory

Company: \_\_\_\_\_

*Company Ordering Address*

*Company Payment Address*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact Email \_\_\_\_\_

Contact Email \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax \_\_\_\_\_

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this \_\_\_ day of \_\_\_\_\_ 20\_\_

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Isaiah Hugley, City Manager**

\_\_\_\_\_  
**Clifton C. Fay, City Attorney**

**ATTEST:**

\_\_\_\_\_  
**Sandra T. Davis, Clerk of Council**

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

**APPENDIX C**

**DEMANDSTAR**

# DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar.**

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

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at [https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid\\_tabulations.htm](https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm).

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

**See following pages for an Electronic Proposal Submission Requirements Checklist and information for DemandStar.**

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

# ELECTRONIC PROPOSAL SUBMISSION CHECKLIST

## ROADSIDE TRAFFIC COUNTERS/RECORDERS (ANNUAL CONTRACT) RFP No. 20-0016

Please submit your electronic response as indicated below:

**Vendors shall submit only the required documents listed below.  
The City will not consider any information submitted as “Supplemental Documents”**

### PART A. TECHNICAL PROPOSAL

- 1. TRANSMITTAL LETTER - **ONE (1) PAGE**
- 2. AFFIDAVIT FOR E-VERIFY/GEORGIA SECURITY AND IMMIGRATION COMPLIANCE (**FORM 2**)
- 3. ADDENDA ACKNOWLEDGEMENT - **ONE (1) PAGE**
- 4. COMMUNICATION CONCERNING THIS SOLICITATION (**FORM 3**)
- 5. EXCEPTIONS TO RFP – **ONE (1) PAGE**
- 6. REFERENCES – **NOT TO EXCEED FIVE (5) PAGES - PREPARED IN A MANNER THAT WHEN PRINTED WOULD TYPICALLY FIT ON STANDARD (8 ½” X 11”) PAPER. RESPONSES ARE LIMITED TO USING A MINIMUM OF A 12-POINT FONT, SINGLE-SPACED.**
- 7. EQUIPMENT SPECIFICATIONS – **NOT TO EXCEED FIVE (5) PAGES - PREPARED IN A MANNER THAT WHEN PRINTED WOULD TYPICALLY FIT ON STANDARD (8 ½” X 11”) PAPER. RESPONSES ARE LIMITED TO USING A MINIMUM OF A 12-POINT FONT, SINGLE SPACED.**
- 8. EQUIPMENT WARRANTY
- 9. SERVICE PLAN – **NOT TO EXCEED FIVE (5) PAGES - PREPARED IN A MANNER THAT WHEN PRINTED WOULD TYPICALLY FIT ON STANDARD (8 ½” X 11”) PAPER. RESPONSES ARE LIMITED TO USING A MINIMUM OF A 12-POINT FONT, SINGLE-SPACED.**
- 10. COST PROPOSAL – **ONE (1) PAGE**
- 11. CONTRACT SIGNATURE PAGE (**FORM 5**)

### PART B. BUSINESS REQUIREMENTS

- 1. INSURANCE CHECKLIST (**FORM 1**)
- 2. W-9 (**FORM 4**)
- 3. BUSINESS LICENSE

***Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.***



# DEMANDSTAR REGISTRATION AND SUBMISSION INSTRUCTIONS

## Registering for DemandStar



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

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

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

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

### 1 REGISTER

Go to:

<https://www.demandstar.com/registration>

#### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

I accept the DemandStar [Terms of Use and Privacy Policy](#)

Next



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206.940.0305

## 2 CHOOSE YOUR FREE AGENCY

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

## 3 CHECK OUT

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

### ← Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis ✕

Narrow down your search by selecting a state and county.

State ▼ County ▼

Select State ▼ Select County ▼

City of Metropolis – Board of Commissioners

City of Metropolis Purchasing

Metropolis Technical College

You have chosen **Metropolis Technical College** as your free agency.  
Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

Total	(0 subscriptions)	Your Current Rate \$0/year
-------	-------------------	-------------------------------

Proceed to Checkout

Skip for Now

**SIGN UP**

Visit [www.demandstar.com](http://www.demandstar.com)



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206.940.0305

# Responding to an Electronic Bid

5 Step Instructions

# Step 1

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

- Click on the solicitation name

The screenshot shows a web application interface for managing bids. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. A yellow arrow-shaped button labeled 'Bids' is positioned above the main content area. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01', which is marked as 'Active'. The details for this bid include: 'City of Fort Pierce - Purchasing Department, Fort Pierce, AZ', 'ID: BID-TSEBIDVINO24JAN01-C-2020/al', 'Broadcast: 1/24/2020', 'Due: 3/1/2020', 'Planholders: 3', and a 'Watch' button. Below this are two more bid items: 'AA-BB-CC-DD-EE' and 'TESTBID', both also marked as 'Active'.

Bid ID	Description	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Watch
TESTBID	agency2.0, Texas, FL				

# Step 2

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

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

**TESTBID**

**Bid Details**

Agency Name	AGN1000
Bid Number	AGN100004
BID ID	8810000000000000
Bid Type	8810 - E-BID
Broadcast Date	12/16/2022 5:40:49 Eastern
Fiscal Year	2022
Due	12/28/2022 11:59:59 Eastern
BID Status Text	BID (7/4/2)

**Scope of Work**

ROAD COUNTER

**Documents**

Filename	Type	Date Modified	Status
test	Attachment	12/16/2022	Complete

**Distribution Info**

Bid Round	None
Plan (Awarded)	None
E-Bidding	Submit
Distributed By	System/Owner
Distribution Method	Download and Mail
Distribution Options	BID HAS NO BIDDING ASSOCIATED WITH IT
Project Estimated Budget	1,000,000.00
Distribution Notes	None

**Publications**

View Logs (0)

**Pre-Bid Conference**

No Pre-Bid Conference Data Found

**Commodity Code**

1001-040-001 PERSONAL SERVICES

**Submit E-Bid Proposal**

# Step 3

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

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”



DEMANDSTAR Dashboard Bids Quotes Learning Center Learning Smart Messages Responses Robyn Gallardi

Home Bids TESTBD My E-Bid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBD

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension Extension (optional)

Bid Amount 127,000 Alternate Bid Amount Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**  
There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR E-Bid Response interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Coming Soon: Activities', 'Coming Soon: Messages', and 'Responses'. The user 'Robyn Gallardi' is logged in. The breadcrumb trail shows 'Home > Bids > 113380 > My E-Bid Response'. There are buttons for 'Save & Finish Later' and 'Cancel'.

**Bid Details**

- Agency Name: agency2.0
- Bid Number: EBS0-123456-0-2505/AD
- Bid Due Date: 02/26/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress**

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

**E-Bid Response**

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- AutoCAD Drawing Web Format (\*.DWG)
- GP Image (\*.GIF)
- .JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft Excel (\*.XLSX)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOC)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Plot file (\*.PLT)
- Rich Text Format (\*.RTF)
- TIFF Image (\*.TIFF)
- WordPerfect (\*.WP)
- ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Dec agency2.0	None	Choose a file

**Supplemental Documents**

You can upload additional documents here.

Document Title:

# Step 5

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

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

The screenshot shows the DEMANDSTAR web interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The main content area is titled 'Review Your E-Bid Response' and is divided into two columns.

**Bid Details:**

- Agency Name: Agency 03
- Bid Number: 0010-02476-0-000000
- Bid Due Date: 12/20/2024 (PMT)
- Bid Opening: 12 days, 14 hours, 20 minutes, 47 seconds Remaining
- Bid Name: 7277802

**E-Bid Progress:**

- Contact Information
- Documents Applied
- Review Bid

**Contact Info:**

- Company Name: Calgon Carbon Corporation
- Address 1: P.O. Box 737
- Address 2:
- City: Pittsburgh
- State: Pennsylvania
- Country: United States of America
- Postal Code: 15220-0717
- Phone Number: 4127976822
- Fax:
- Bid Amount: \$27,000.00
- Alternate Bid Amount:
- Notes: For the full e-procurement contract

**Agency Required Documents:**

- Service, Inc. Agency L10 (Electronic/Online)

**Supplemental Documents:**

- Performance (Electronic/Online)

**After clicking "Submit Response" the following process will begin:**

- We will verify that your response is complete as entered.
- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submitted.
- You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 940-0225.

At the bottom, there are two buttons: 'Previous' and 'Submit Response'. A red arrow points to the 'Submit Response' button.



**EXHIBIT C**

*Roadside Traffic Counters/Recorders  
(Annual Contract)*

*MetroCount  
Proposal*

Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:



28 May 2020

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## Transmittal Letter

MetroCount is submitting our proposal for the Roadside Traffic Counters/ Recorders (Annual Contract) For RFP NO> 20-0016

Address: 11820 W Market Pl, Suite M, Fulton, MD 20759

Contact Information: Sean Heaney, Regional Manager Ph 301 502 9183 Email: [sheaney@metrocount.com](mailto:sheaney@metrocount.com)

Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:

28 May 2020

## Exceptions

MetroCount meets all bid requirements with no exceptions

Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:

28 May 2020

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## MetroCount Refences

Columbus City (GA)

Mr Johnson Morris, Traffic Engineering Ph:706 463 5052 Email:johnson.morris@columbusga.org  
601 11th Avenue Columbus GA 31902 USA

Georgia DOT HQ

Ms Shronica Holland, Program Manager Ph:404 347 0707 Email:sholland@dot.ga.gov  
5025 New Peachtree Road Chamblee GA 30314 USA

South Carolina DOT

Mr Todd Anderson, Traffic Engineering Ph:803 737 1468 Email:AndersonRT@scdot.org  
955 Park St. Room 534 COLUMBIA SC 29201-3976 USA

Florida DOT

Mr Eric Griffin, Traffic Engineering Ph:850 414-4709 Email:eric.griffin@dot.state.fl.us  
2612 Spring Hill Rd. Tallahassee FL 32305 USA

Fort Benning Military Police Activity (GA)

Captain Kevin Sparks, Traffic Officer in Charge Ph:706 545 2338 Mob:706 575 8441 Email:kevin.d.sparks4.civ@mail.mil  
215 Wold Avenue Fort Benning GA 31905 USA

Bryan County (GA)

Ms Paula Rogerson, Traffic Engineering Ph:912 653 4511 Email:progerson@bryan-county.org  
500 Ledford Street Pembroke GA 31321 USA

Athens-Clarke County ( Unified Government of)

Mr Jimmy Rowan, Traffic Engineering Ph:706 613 3460 Email:jimmy.rowan@athensclarkecounty.com  
2795 Lexington Rd. Athens GA 30605 USA

## Sandra Chandler

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**From:** Sean Heaney <sean.heaney@metrocount.com>  
**Sent:** Thursday, September 10, 2020 10:38 AM  
**To:** Sandra Chandler  
**Subject:** RE: [EXTERNAL] RE: RFP No. 20-0016 Roadside Traffic Counters/Recorders (Annual Contract) - letter attached!

Hi Sandra

Here are some nearby references. We don't really have info on the project scope. Our customers can use the equipment for their own needs. The pricing varies on each sale and what promotion we were running at the time. We don't share pricing of our clients with other customers.

Troup County (GA)  
Mr Ricky Littlefield, Traffic Engineering Email:rlittlefield@troupcoco.org  
+1 706 883 1713  
They have 4 units and have been a customer for 11 years

Newton County (GA)  
Mr Toney Wright, Transportation Engineer Email:twright@co.newton.ga.us  
Ph:404 445 1949  
They have 2 units and have been a customer for a year

College Park City (GA)  
Mr Sgt. Burns, Traffic Engineering Email:bburns@collegeparkga.com  
+1 404 766 3618  
They have 3 units and have been a customer for 9 years

Columbus City (GA)  
Mr Johnson Morris, Traffic Engineering Email:johnson.morris@columbusga.org  
Ph:706 463 5052

They have 5 units and have been a customer for 10 years

Athens-Clarke County  
Mr Jimmy Rowan, Traffic Engineering Email:jimmy.rowan@athensclarkecounty.com  
Ph:706 613 3460 ext 7836  
They have 562 units and have been a customer for 16 years

Regards,

**Sean Heaney**

Regional Manager (Americas)



# RoadPod® VT Vehicle Tube Counter

## Reliability And Accuracy

The most effective and accurate method for temporary traffic counting is detecting axles with pneumatic tubes. Rubber tubes are economical, easy to install and replace, reliable, and record consistently under a broad range of conditions.

## Up To 4 Years Battery Life

RoadPod VT is the first MetroCount unit to operate in *Zombie Mode*. This keeps the counter completely inert between passing vehicles, drawing one fifth the power required by the previous 5600 model, while using the same alkaline battery pack. The *Time-up* feature in the latest MTE software (v5 onwards) provides a dynamic projection of battery life, based on specific patterns of counter usage.

## Store 4 Million Axles

Vast memory capacity enables this tube counter to store up to 1 million vehicles, supporting up to four times longer surveys than previously possible.

## Designed For Simple Operation

Units are maintenance free, with auto-ranging sensors and highly accurate internal clocks.

## Post-purchase Upgrades

Each RoadPod VT has a unique digital Signature embedded in its firmware. The Signature enables different levels of software support, from simple volume counts through to complex statistical analyses. Signatures can be upgraded post-purchase to extend capabilities.

## Remote Access with FieldPod®

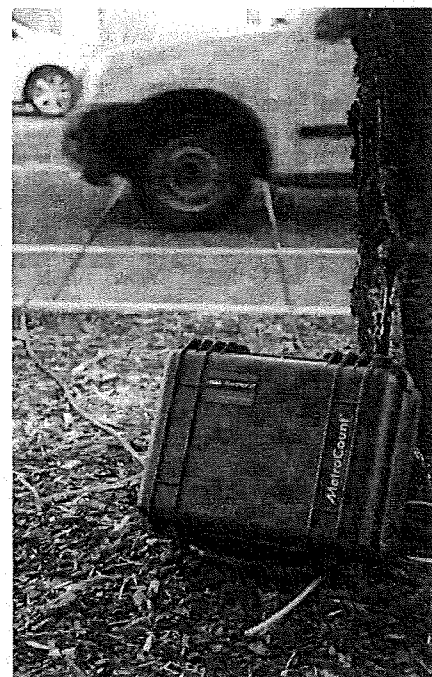
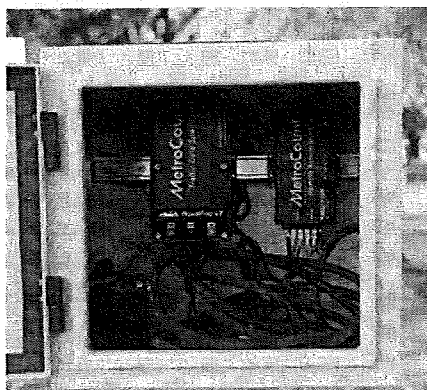
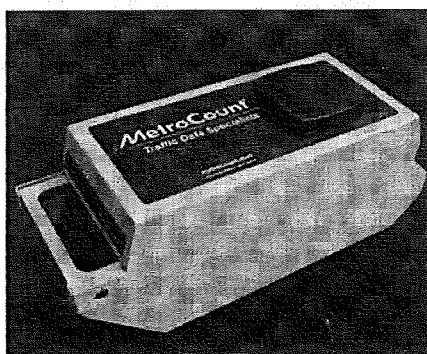
### RoadPod® + FieldPod®

The RoadPod VT can be amplified by the FieldPod remote access add-on. Through the mobile network, FieldPod enables data download, sensor checks and site diagnostics.

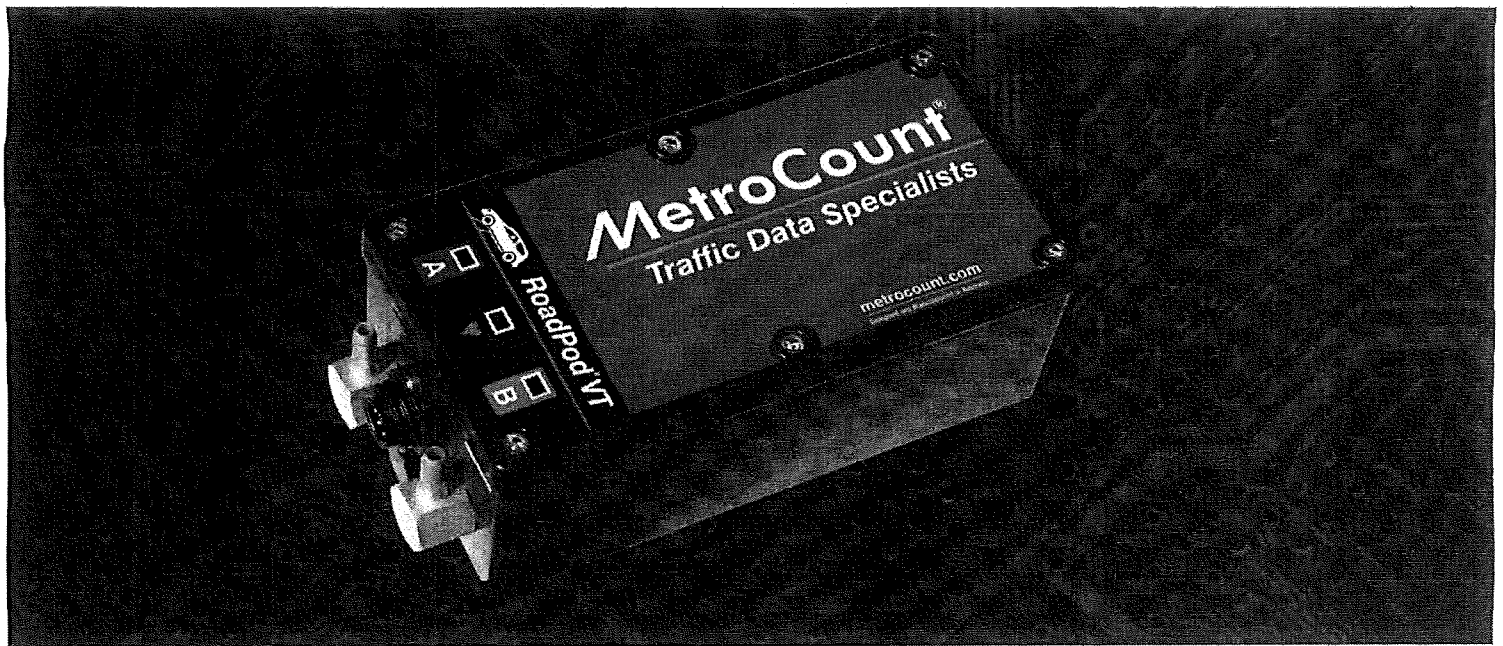
Combining RoadPod VT with FieldPod provides access to the latest data at the click of a button.

### Enclosure Options

Additional hardware is required to enable FieldPod, including a remote access module, an antenna and extra battery. MetroCount offers enclosure options and supplies components for customised



*MetroCount supports a range of enclosure options enabling remote access in a variety of RoadPod® VT*



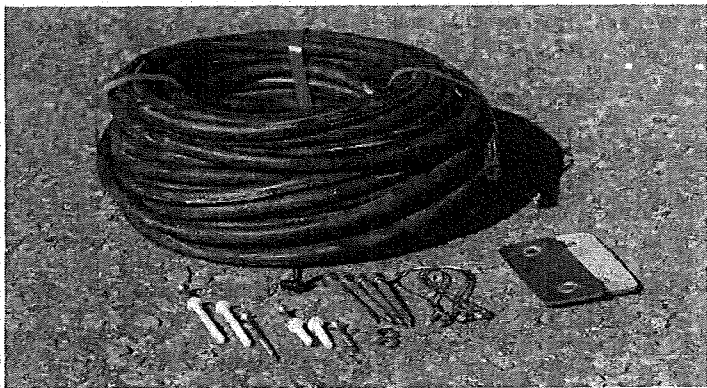
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## RoadPod® VT 5900 Hardware Specifications

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*Portable counters are easy to setup and relocate.*



*Accessories included in the RoadPod® VT field kit.*

**Sensors:** Pneumatic tubes

**Tube spacing:** 80-120 cm (100cm by default)

**Internal battery:** 6V 18Ah, 4 D alkaline cells

**Memory:** Up to 4 million axles

**Memory type:** Flash

**Time resolution:** Better than 0.688ms

**Enclosure:** Dual system with stainless steel road case and PVC internal unit

**Dimensions:** 350mm x 124mm x 95mm

**Total weight:** 4.13kg

**Included:** MTE software, operating manual

**Required accessories:** Traffic survey field kit, data communications cable

**Add-ons:** Remote Access Module



Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:

28 May 2020

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## Service Plan

- A. MetroCount will deliver the equipment and accessories in 14 days or less.
- B. Instructions are included. We can also provide a free one day on-site training session by one of our staff if needed
- C. The training manual is built into the software. We also offer free support and training over the web for our clients



# COMMUNICATION CONCERNING THIS SOLICITATION

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

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

\*\*\*\*\*

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

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

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

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

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

\*\*\*\*\*

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

Vendor Name: MetroCount

Print Name of Authorized Agent: Sean Heaney

Signature of Authorized Agent: Sean Heaney

To: Mrs Sandra Chandler  
Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:

28 May 2020

## Traffic Monitoring Equipment

### Special Quotation

Dear Sandra,

I am pleased to provide you with a Special Quotation for MetroCount traffic monitoring equipment.

This offer supersedes all previous offers.

To take up this offer, please return the attached form prior to the offer's expiry date.

To learn more about our traffic counters and their Signature System, the MTE<sup>®</sup> software or the remote access add-on, please visit our website or contact me.

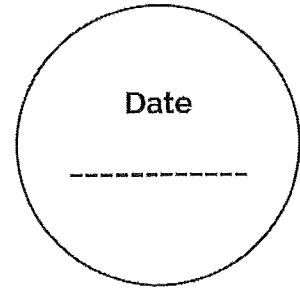
Kind regards,

Sean Heaney  
Regional Manager  
P: 800 576 5692  
E: sheaney@metrocount.com  
W: www.metrocount.com

File name: ColumbCG-SH0001.doc

From: Mrs Sandra Chandler  
Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:



## Order Form

Order number \_\_\_\_\_

I would like to place an order, based on the following quotation, received on 28 May 2020:  
A minimum order value of \$50 applies to any orders placed.

ITEM	QTY.	PRICE	TOTAL
RoadPod VT 5900 Plus no RC	20	\$1,045.00	\$20,900.00
Acc: MTE v4.06 Web Download **Software and support is always free**	1	\$0.00	\$0.00
Acc: MetroCount USB Comms Cable (1.8m)	2	\$58.00	\$116.00
Portable Data Collection unit **Windows Tablet**	2	\$125.00	\$250.00
Extended warranty (total 36 months) per RSU	20	\$0.00	\$0.00
Field - Full Field Kit **100ft tube, nails, figure 8 cleats, vent plugs, and centerlane flaps**	20	\$195.00	\$3,900.00
Freight via			\$541.00
<b>Total excluding any tax (Prices in USD)</b>			<b>\$25,707.00</b>

**NOTE:** All prices are in USD, exclude any Sales Tax and any other state Taxes and will remain valid for four weeks from 28 May 2020. Most items are available ex stock, but some may be back-ordered on a first come, first served basis. All goods remain the property of MetroCount (USA) Inc. (H.O. Sales) until paid in full. We reserve the right to charge interest on overdue accounts at 0.5% per week. Payments are to be made prior to shipment via Direct Transfer or Credit Card unless otherwise advised. Government Terms 15 days net. MetroCount reserves the right to include credit card merchant facility fees and any associated processing admin fees of up to 5%. Please confirm if you require the items to be insured against loss/damage (equipment and/or packaging) whilst in transit with the selected courier named above. This offer supersedes all previous offers.

### PAYMENT METHOD

I will direct credit to MetroCount's bank account (EFT).

Account name: MetroCount USA  
Account number: 8059867967  
Routing number: 031207607  
Bank name: PNC Bank  
Bank address: 2465 Kuser Road, Hamilton Township NJ 08690

I will pay by check or cash.  
Please send me the invoice.

I will pay via my Visa/Amex/MasterCard.  
Please contact me by phone to receive my credit/debit card details.

## SHIPPING

Ship goods to\*:

\*Please amend if necessary.

Mrs Sandra Chandler , Columbus Consolidated Government  
100 E 10th St , Columbus GA 31901

**Section 5: EXCEPTIONS TO RFP**

List ANY AND ALL exceptions to the RFP specifications in this section of proposal submission. **These exceptions shall be considered by the Evaluation Committee.**  
\*Exceptions listed in other areas of the vendor's submission will not be considered.

**Note:** The vendor's proposal may not receive further consideration, if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction.

**If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions**

**Section 6: References**

Provide at least five (5) municipal references for which your company has provided the same equipment/software and services within the last three (3) years. Include entity name, phone number, fax number, contact name, contract amount and timeframe for each project, along with a brief description of the project scope provided. **Included**

**Section 7: Equipment Specifications**

Offeror shall include literature that fully describes the capability of proposed equipment.

**Section 8: Equipment Warranty**

Offeror shall provide a copy of the warranty information for proposed equipment. Include recommended routine preventative maintenance procedures. **3 years**

**Section 9: Service Plan**

- A. Provide the timeframe for delivery of equipment/software. **Included**
- B. Include an instructional program, which shall include, but not be limited to, the proper operation of the equipment. **Included**
- C. Provide one set of Training Manuals/CDs **Included, also one day on-site training included if needed.**

**Section 10: Cost Proposal**

Provide unit pricing for all costs associated with providing the proposed equipment and software. **Attached in a quote**

**Section 11: Contract Signature Page**

Complete **Form 5**. City officials will sign the original contract pages after Columbus City Council approves the contract award with the successful firm (*See Note below*). Per the General Provisions, Page 12, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendor(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

*Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.*

**PART B. BUSINESS REQUIREMENTS**

**SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:**

1. Provide Insurance Checklist (**Form 1**) or Certificate of Insurance
2. W-9 (**Form 4**)
3. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

# FORM 1

## INSURANCE CHECKLIST

**RFP No. 20-0016**  
**ROADSIDE TRAFFIC COUNTERS/RECORDERS**  
**(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 (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	
X	<b>Comprehensive General Liability</b>		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	<b>Automobile Liability</b>		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
<input type="checkbox"/>	17. Builder's Risk	Provide Coverage in the full amount of contract
<input type="checkbox"/>	18. XCU (Explosive, Collapse, Underground) Coverage	
<input type="checkbox"/>	19. USL&H (Long Shore Harbor Worker's Compensation Act)	
<input type="checkbox"/>	20. Contractor Pollution Liability	\$2 Million per occurrence/claim
<input type="checkbox"/>	21. Environmental Impairment Liability	\$2 Million per occurrence/claim
<input type="checkbox"/>	22. Pollution	\$2 Million per occurrence/claim
<input checked="" type="checkbox"/>	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents	
<input checked="" type="checkbox"/>	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.	
<input checked="" type="checkbox"/>	25. The City shall be named Additional Insured on all policies	
<input checked="" type="checkbox"/>	26. Certificate of Insurance shall show Bid Number and Bid Title	

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

**BIDDER'S STATEMENT:**

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

BIDDER NAME: MetroCount

AUTHORIZED SIGNATURE: *Sean Heaney*

**EXHIBIT D**

*Roadside Traffic Counters/Recorders  
(Annual Contract)*

*MetroCount  
Clarification Documents*



Yes

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government

FINANCE DEPARTMENT  
PURCHASING DIVISION



100 TENTH STREET, P. O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340  
706.225.4087, FAX 706.225.3033  
[www.columbusga.org](http://www.columbusga.org)

September 1, 2020

Mr. Sean Heaney  
MetroCount  
11820 W. Market Plaza, Suite M  
Fulton, MD 20759

[sheaney@metrocount.com](mailto:sheaney@metrocount.com)

Reference: RFP No. 20-0016 Roadside Traffic Counters/Recorders (Annual Contract)

Dear Mr. Heaney:

Thank you again for your patience during the evaluation phase. The evaluation committee requires clarification on the following:

- 1) Is the equipment waterproof? Yes. The PCB is dipped in silicone and will withstand water. If water does get into the unit, we suggest taking it out of service and unplugging the battery until it dries.
- 2) Are the reports provided by MetroCount 'standard' or 'custom' reports? The reports I sent over are a mixture of standard and custom. The custom reports are user defined and once made they become standard. All of the reports I sent can be replicated immediately and saved as standard reports from day one.
- 3) MetroCount's proposal states delivery will occur in 14 days or less. Are these 'working' days or 'calendar' days? We have everything in stock and can ship within one day an order is placed
- 4) The Proposal and Submission Requirements of the RFP, page 16, Section 6: References, states: *"Provide at least five (5) municipal references for which your company has provided the same equipment/software and services within the last three (3) years. Include entity name, phone number, fax number, contact name, contract amount and timeframe for each project, along with a brief description of the project scope provided."* MetroCount provided several references but did not include all the requested information for each reference. *Please provide the contract amount and timeframe for each project, along with a brief description of the project scope.* Will have to work on this and send over this week

-- GEORGIA --  
Wa do (Imazing.

5) The RFP Technical Specifications, page 20, Section 4.0 Software Upgrades and Service, Item 4.03, states: "*Volume data extracted from the tube counters shall be imported and compatible with PC Warrants II or software of equal performance that performs warrant analysis for traffic signals and multi-way stop signs.*" Is the output compatible with PC Warrants or another software? If another software, please name software. Yes, you can save data from our software into a format that can be inputted into PC Warrants. You will have to reach out to them to find out the specifics

6) MetroCount's proposal states a '**Ship To**' address of:

Mrs. Sandra Chandler  
Columbus Consolidated Government  
100 E 10<sup>th</sup> Street  
Columbus, GA 31901


If awarded to MetroCount, the 'Delivery' location will be specified on the purchase order.  
No problem we can ship anywhere

7) MetroCount's cost proposal is for a quantity of twenty (20) units. The Columbus Consolidated Government's specifications are for an 'annual contract', and our initial purchase will be for 4 or 5 units *minimum*, with a maximum of 10 units for this fiscal year. **Please provide the 'Total Cost' of one (1) complete unit including any and all required accessories.**

Please forward your response to the attention of Sandra Chandler at [schandler@columbusga.org](mailto:schandler@columbusga.org), or via fax to (706) 225-3033. Your response is requested no later than 9:00 AM. (EST) on Thursday, September 4, 2020.

Your continued cooperation in this process is greatly appreciated.

Sincerely,

  
\_\_\_\_\_  
Andrea J. McCorvey  
Purchasing Division Manager

To: Mrs Sandra Chandler  
Columbus Consolidated Government  
A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:

02 Sep 2020

## Traffic Monitoring Equipment

### Special Quotation

Dear Sandra,

I am pleased to provide you with a Special Quotation for MetroCount traffic monitoring equipment.

This offer supersedes all previous offers.

To take up this offer, please return the attached form prior to the offer's expiry date.

To learn more about our traffic counters and their Signature System, the MTE<sup>®</sup> software or the remote access add-on, please visit our website or contact me.

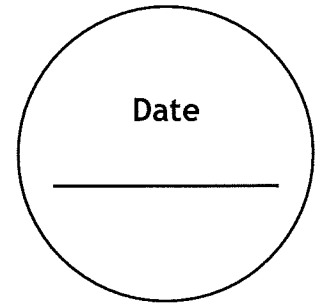
Kind regards,

Sean Heaney  
Regional Manager  
P: 800 576 5692  
E: sheaney@metrocount.com  
W: www.metrocount.com

File name: ColumbCG-SH0004.doc

From: Mrs Sandra Chandler  
Columbus Consolidated Government

A: 100 E 10th St.,  
Columbus GA 31901,  
P: 301 703653400  
E:



## Order Form

Order number \_\_\_\_\_

I would like to place an order, based on the following quotation, received on 02 Sep 2020:  
A minimum order value of \$50 applies to any orders placed.

ITEM	QTY.	PRICE	TOTAL
RoadPod VT 5900 Plus inc RC	1	\$1,045.00	\$1,045.00
Acc: MetroCount USB Comms Cable (1.8m)	1	\$58.00	\$58.00
Acc: MTE v5.0 Web Download	1	\$0.00	\$0.00
Field - Full Field Kit	1	\$195.00	\$195.00
Freight via			\$64.00
Total excluding any tax (Prices in USD)			\$1,362.00

**NOTE:** All prices are in USD, exclude any Sales Tax and any other state Taxes and will remain valid for four weeks from 02 Sep 2020. Most items are available ex stock, but some may be back-ordered on a first come, first served basis. All goods remain the property of MetroCount (USA) Inc. (H.O. Sales) until paid in full. We reserve the right to charge interest on overdue accounts at 0.5% per week. Payments are to be made prior to shipment via Direct Transfer or Credit Card unless otherwise advised. Government Terms 15 days net. MetroCount reserves the right to include credit card merchant facility fees and any associated processing admin fees of up to 5%. Please confirm if you require the items to be insured against loss/damage (equipment and/or packaging) whilst in transit with the selected courier named above. This offer supersedes all previous offers.

### PAYMENT METHOD

I will direct credit to MetroCount's bank account (EFT).

Account name: MetroCount USA  
Account number: 8059867967  
Routing number: 031207607  
Bank name: PNC Bank  
Bank address: 2465 Kuser Road, Hamilton Township NJ 08690

I will pay by check or cash.  
Please send me the invoice.

I will pay via my Visa/Amex/MasterCard.  
Please contact me by phone to receive my credit/debit card details.

### SHIPPING

Ship goods to\*:  
\*Please amend if necessary.

Mrs Sandra Chandler, Columbus Consolidated Government  
100 E 10th St, Columbus GA 31901

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706.225.4087, FAX 706.225.3033  
[www.columbusga.org](http://www.columbusga.org)

September 1, 2020

Mr. Sean Heaney  
MetroCount  
11820 W. Market Plaza, Suite M  
Fulton, MD 20759

[sheaney@metrocount.com](mailto:sheaney@metrocount.com)

Reference: RFP No. 20-0016 Roadside Traffic Counters/Recorders (Annual Contract)

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Mrs. Sandra Chandler  
Columbus Consolidated Government  
100 E 10<sup>th</sup> Street  
Columbus, GA 31901

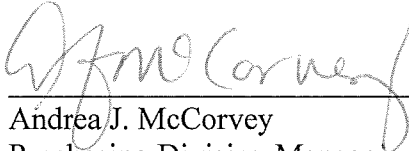
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Please forward your response to the attention of Sandra Chandler at [schandler@columbusga.org](mailto:schandler@columbusga.org), or via fax to (706) 225-3033. Your response is requested no later than 9:00 A.M. (EST) on Thursday, September 4, 2020.

Your continued cooperation in this process is greatly appreciated.

Sincerely,



---

Andrea J. McCorvey  
Purchasing Division Manager

**COLUMBUS CONSOLIDATED GOVERNMENT**  
*Georgia's First Consolidated Government*



**FINANCE DEPARTMENT**  
**PURCHASING DIVISION**

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706.225.4087, FAX 706.225.3033  
[www.columbusga.org](http://www.columbusga.org)

July 23, 2020

Mr. Sean Heaney  
MetroCount  
11820 W. Market Plaza, Suite M  
Fulton, MD 20759

*sheaney@metrocount.com*

Reference: RFP No. 20-0016 Roadside Traffic Counters/Recorders (Annual Contract) – Field Test information

Dear Mr. Heaney:

Thank you for submitting a proposal in response to the above referenced solicitation. The RFP states on page 20, Appendix A, Technical Specifications, Section 5.0 Testing/Evaluation of Proposed Equipment:

**5.01 Vendors will be notified in writing once a test date and location are determined by the Traffic Engineering personnel.** Each vendor submitting a proposal shall supply one (1) Roadside Traffic Counter/Recorder unit to be used for testing under actual field conditions. The vendor shall supply all equipment hardware, processing and download software for processing the data from the units. The vendor shall also supply one set of training manuals/CDs and one-day of on-site and/or online (depending on the COVID-19 situation) training for Traffic Engineering personnel. The Training shall include, but not limited to, setup of roadside unit, programming of the roadside unit, transfer/processing of data and production of desired reports. The training shall also touch on analysis of data and how to tell if the collected data is accurate. The vendor must set-up the test unit at the designated location, and the unit will be tested in the field for a seven (7) day period. Once completed, the vendor must provide the traffic count report within three days.

**Test Date and Location:** The team will meet you at the site indicated on the attached map. Start field test on **Monday, August 10, 2020 at 9:00 a.m.** Run test for 7 days.



Please respond below:

MetroCount *agrees* to the field test date of Monday, August 10, 2020 at 9:00 a.m.

MetroCount *does not* agree to the field test date of Monday, August 10, 2020 at 9:00 a.m.  
Our comments are attached.

Sean Heaney  
Authorized Signature

7/25/20  
Date

Sean Heaney Regional Manager  
Print Name & Title of Signatory

Please forward your response to the attention of Sandra Chandler at [schandler@columbusga.org](mailto:schandler@columbusga.org), or via fax to (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Monday, July 27, 2020.

Your continued cooperation in this process is greatly appreciated.

Sincerely,

Andrea J. McCorvey  
Andrea J. McCorvey  
Purchasing Division Manager





COLUMBUS CONSOLIDATED GOVERNMENT  
Georgia's First Consolidated Government



FINANCE DEPARTMENT  
PURCHASING DIVISION

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COLUMBUS, GEORGIA 31902-1340  
706.225.4087, FAX 706.225.3033  
[www.columbusga.org](http://www.columbusga.org)

July 31, 2020

Mr. Sean Heaney  
MetroCount  
11820 W. Market Plaza, Suite M  
Fulton, MD 20759

[sheaney@metrocount.com](mailto:sheaney@metrocount.com)

Reference: RFP No. 20-0016 Roadside Traffic Counters/Recorders (Annual Contract) – Field Test information

Dear Mr. Heaney:

Thank you again for your patience during this phase of the process. The user department has determined that another change of site for the field test is necessary to keep testing conditions equitable for all vendors. Therefore, **the new field test site is Milgen Road, east of PAWS Humane Society**. This location is a two-lane road, eastbound and westbound. The user department needs the counters to collect data in both directions. Location is the only change; all other previously listed conditions and instructions will remain.

Please respond below:

\_\_\_\_\_ MetroCount *agrees* to the field test date of Monday, August 10, 2020 at 9:00 a.m., and our Team will meet you at the designated site of Milgen Road for equipment set-up.

Equipment will be set up on scheduled date/time.

Equipment will be set up **prior** to scheduled date/time on \_\_\_\_\_

We will provide set up video via \_\_\_\_\_

\_\_\_\_\_ MetroCount *does not* agree to the field test date of Monday, August 10, 2020 at 9:00 a.m. Our comments are attached.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory



Please forward your response to the attention of Sandra Chandler at [schandler@columbusga.org](mailto:schandler@columbusga.org), or via fax to (706) 225-3033. Your response is requested no later than 3:00 P.M. (EST) on Monday, August 3, 2020.

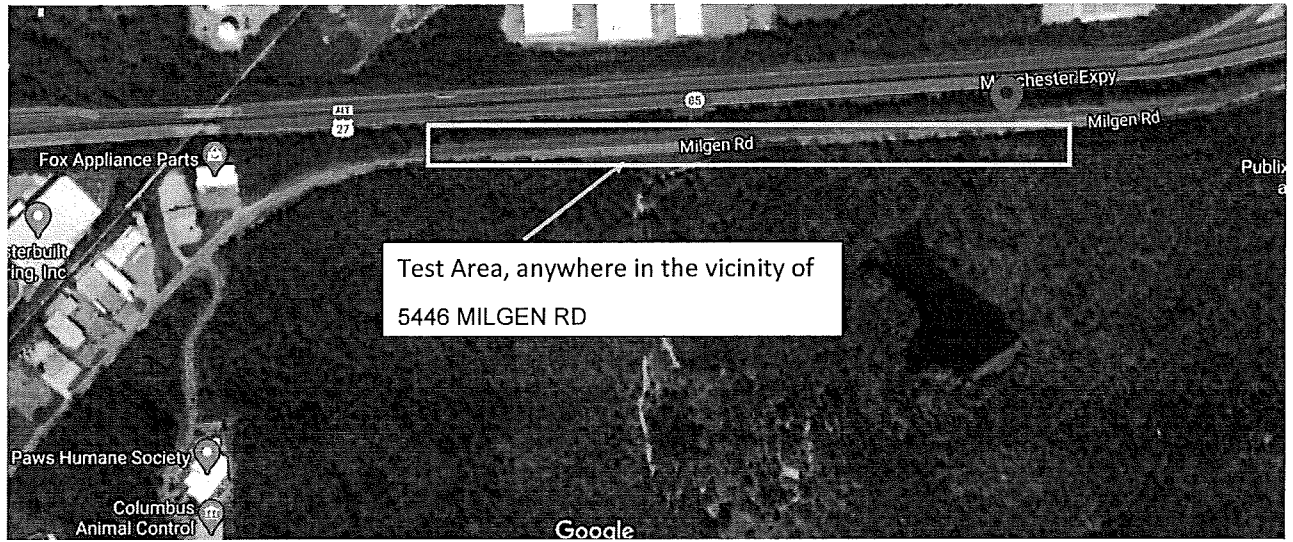
Your continued cooperation in this process is greatly appreciated.

Sincerely,



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Andrea J. McCorvey  
Purchasing Division Manager



Test Area, anywhere in the vicinity of  
5446 MILGEN RD