

# COLUMBUS CONSOLIDATED GOVERNMENT

## CONTRACT ROUTING MEMORANDUM

**DATE:** July 6, 2016

**SUBJECT:** Storing, Transporting & Recycling Waste Tires (Annual Contract)

**FROM:** Kevin Robertson, Purchasing Division *KR*

Please route for appropriate signatures, copies of the attached contracts with Quality Tire Recycling, Inc. provide Storing, Transporting & Recycling Waste Tires.

**Council authorized this contract per Resolution #203-16, approved June 14, 2016, (copy is attached).**

Signatories	Signatures Required ( <i>No initials please</i> )	Date
<b>Purchasing Division Manager</b> Signature of Approval	<i>Adam J. McConney</i>	7/6/16
<b>City Attorney:</b> Signature required on Contracts	<i>Form Approved: Cecilia City Attorney</i>	7/7/16
<b>City Manager:</b> Signature required on Contracts	<i>Paul Hughey</i>	7/11/16
<b>Clerk of Council:</b> Signature Required on Contracts & Attest/Seal	<i>Jerry B. Washington</i>	7/13/16

*After all signatures have been applied, please contact Kevin Robertson, Purchasing Division (ext - 3070) for distribution.*

## CONTRACT

THIS CONTRACT, executed this 13<sup>th</sup> day of July 2016, by and between the Consolidated Government of Columbus, Georgia, hereinafter called the "City", and **Quality Tire Recycling, Inc.** 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 will assume the contract as originally proposed for providing **Storing, Transporting & Recycling Waste Tires** on an "as needed basis" per (RFB No. 16-0035) and was awarded the Contract by Columbus City Council on *Tuesday, June 14, 2016, Resolution No.203-16*, for the initial term of two (2) years, with the option to renew for three (3) additional twelve-month periods, for the services in accordance with specifications prepared by the City and the proposal of the Contractor.
2. The Contractor will, at it's own cost and expense, furnish all labor, materials and equipment required to be furnished and meet all other requirements or conditions imposed, all strictly in accordance with the City's Request for Bid, dated **April 28, 2016** (and all addenda thereto), **Quality Tire Recycling, Inc.**, Bid Proposal dated **May 24, 2016**, which are attached hereto as exhibits "A", "B" and "C", 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 receive payment from 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.

**RFB FORM (CONTRACT PAGE)**  
**STORING, TRANSPORTING & RECYCLING WASTE TIRES**  
**(ANNUAL CONTRACT)**  
**RFB NO. 16-0035**

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

Date: MAY 24, 2016

By: \_\_\_\_\_

Signature of Contractor's Authorized Agent

[Signature]  
Witness as to the Contractor

DOUG BERNHARDT  
Type/Print name and Title of above signed agent

GENERAL MANAGER

[Signature]  
Witness as to the Contractor

QUALITY TIRE RECYCLING, INC.

Business Name

(Corporate Seal)

465 MALLET STREET JACKSON GA 30233

Business Street Address City

State

Zip Code

(P. O. Boxes will Render bid Incomplete)

PO BOX 941 JACKSON GA 30233

Business Remittance/Mailing Address City

State

Zip Code

Email Address: dbernhardt@libertytire.com

Telephone: 770-775-3304

Fax Number: 770-775-7442

COLUMBUS CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA

EXECUTION AUTHORIZED

Accepted this 13<sup>th</sup> day of July, 2016

By Resolution No. 203-16

[Signature]  
Isaiah Hugley, City Manager

[Signature]  
Tina Washington, Clerk of Council

APPROVED AS TO LEGAL FORM

ATTEST:

[Signature]  
Clifton C. Fay, City Attorney

[Signature]  
Tina Washington, Clerk of Council

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

C.M. 06-14-16(9)(B)  
"ITEM B"

A RESOLUTION  
No. 203-16

203-16

A RESOLUTION  
AUTHORIZING THE ANNUAL SERVICE CONTRACT, WITH QUALITY TIRE RECYCLING, INC. (JACKSON, GA), TO PROVIDE STORING, TRANSPORTING AND RECYCLING OF WASTE TIRES, ON AN "AS NEEDED BASIS", FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$36,000 OR \$1,800 PER LOAD.

WHEREAS, the contractor will remove and properly recycle waste tires generated at the City's landfill; and,

WHEREAS, the City generates approximately 20,000 waste tires (20 loads) annually; and,

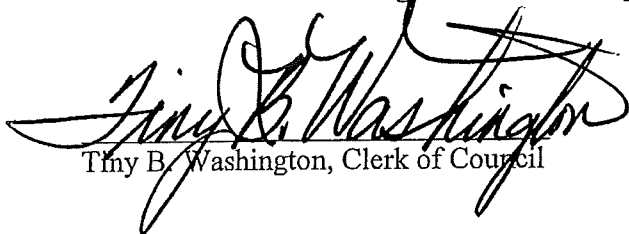
WHEREAS, the term of this contract shall be for two years, with the option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

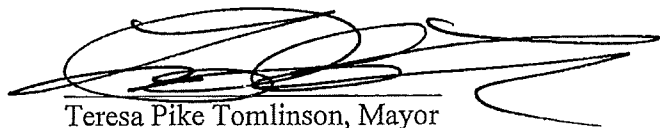
NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized to enter into an annual service contract with Quality Tire Recycling, Inc. (Jackson, Ga) to provide storing, transporting and recycling of waste tires, on an "as needed basis", for the estimated annual contract value of \$36,000 or \$1,800 per load. Funds are budgeted each fiscal year for this ongoing expense: Integrated Waste Management- Public Services- Pine Grove Landfill- Contractual Services; 0207-260-3560-PGRO-6319.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 14th day of June, 2016 and adopted at said meeting by the affirmative vote of eight members of said Council.

Councilor Allen voting	<u>YES</u>
Councilor Baker voting	<u>YES</u>
Councilor Barnes voting	<u>ABSENT</u>
Councilor Davis voting	<u>ABSENT</u>
Councilor Garrett voting	<u>YES</u>
Councilor Henderson voting	<u>YES</u>
Councilor Huff voting	<u>YES</u>
Councilor Thomas voting	<u>YES</u>
Councilor Turner Pugh voting	<u>YES</u>
Councilor Woodson voting	<u>YES</u>

  
Tiny B. Washington, Clerk of Council

  
Teresa Pike Tomlinson, Mayor

**EXHIBIT A**

***Business Requirements***



**CITY OF JACKSON, GA**  
**OCCUPATIONAL TAX LICENSE**

466 MALLETT ST

LOCATION OF BUSINESS

This license is to be displayed conspicuously at the location of business, and  
is not transferable or assignable and is subject to be revoked if abused.

QUALITY TIRE RECYCLING INC  
P O BOX 941  
JACKSON GA 30233

EXPIRATION DATE

12/31/2016

DATE ISSUED

1/01/2016

LICENSE NUMBER

2333

LICENSE FOR

TIRE RECYCLING

SIC/NAICS CODE

089

CLASS

G

This license is issued pursuant to the  
provisions of all ordinances of the City  
of Jackson and amendments thereto.

*Chris Gutierrez*  
AUTHORIZED SIGNATURE

# "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

## Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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:

223112

Federal Work Authorization User Identification Number

Jan. 2006

Date of Authorization

Quality Tire Recycling, Inc.

Name of Contractor

RFB No. 16-0035; Storing, Transporting & Recycling Wastes Tires (Annual Contract)

Quality Tire Recycling, Inc.

Name of Public Employer

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

Executed on \_\_\_\_\_, 2016 in Jackson (city), GA (state).

Debra Bernhardt

Signature of Authorized Officer or Agent

Debra Bland Office Manager

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 24 DAY OF May, 2016.

[Signature]

NOTARY PUBLIC

My Commission Expires:

10/19/19

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>QUALITY TIRE RECYCLING, INC.</b>	
Business name/disregarded entity name, if different from above <b>LIBERTY TIRE RECYCLING</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
Exemptions (see instructions): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any)	
Address (number, street, and apt. or suite no.) <b>1251 WATERFRONT PLACE SUITE 400</b>	Requester's name and address (optional)
City, state, and ZIP code <b>PITTSBURGH, PA 15222</b>	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

## Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*[Handwritten Signature]*

Date ▶ **1/5/15**



Logged in as KROBERTSON | CID: 48005 | [Logout](#) Customer Support: 1-800-373-8229 [Help](#)[Search Records](#)**Check for imported payees with non-matching TIN data and verify new payees**

TIN Matching allows you to verify your Payee data against the IRS TIN Matching database to verify if you have the correct Name/TIN combinations.

**Convey can take care of your mismatched TINs & B-Notices**

Convey offers the ability to automatically mail the appropriate forms to your mismatched payees and request corrected information. The responses come directly to you, and the W-9/B-Notice solicitations are saved for your reference in File Manager. Depending on your subscription, additional fees may apply.

[Print & Mail W-9 Solicitations](#)[Print & Mail B-Notices](#)

The W9 Solicitation button has been disabled as you have already sent your solicitations.

**Individual TIN Lookup**

Verify Individual Payee Social Security and Employer ID numbers.

Name:  TIN:  [Verify Payee](#)

**TIN Status: PASS****OFAC Check: PASS****DMF Check: PASS****Mismatched Records**

TIN	Name	Actions
<		>

[Download as Excel Spreadsheet](#)[Back to Home](#)



**State of Georgia**  
**Department of Natural Resources**  
**Environmental Protection Division**  
**Scrap Tire Carrier Permit**



**Permit Number:** 018-006-CR

**Date Issued:** January 10, 2003

**Permittee:** Quality Tire Recycling, Inc.

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, O.C.G.A. 12-8-40.1, et seq., and the Rules for Solid Waste Management, both as amended, this Permit is issued for the following Scrap Tire Carrier Operation:

Quality Tire Recycling, Inc.  
465 Mallett Street  
Jackson, GA 30233

The application and all statements and supporting documents submitted to the Environmental Protection Division have been evaluated, considered and relied upon in the issuance of this permit.

This Permit is conditioned upon the Permittee's continued compliance with the provisions of the Georgia Comprehensive Solid Waste Management Act; the Rules for Solid Waste Management and the following conditions:

1. Carrier shall transport scrap tires to Environmental Protection Division approved handling facilities;
2. Carrier shall report quarterly to the Environmental Protection Division the number of scrap tires transported and the manner of disposition; and
3. Carrier shall maintain financial assurance in accordance with the Rules.

This Permit is effective on Date Issued and under Georgia Law is subject to appeal for thirty (30) days following issuance. This permit is subject to modification or revocation on evidence of noncompliance with any of the provisions of the Georgia Comprehensive Solid Waste Management Act; the Rules for Solid Waste Management; or with any representation made in the application or the statements and supporting data submitted; or with any conditions of this Permit.

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Director  
Environmental Protection Division

ENVIRONMENTAL PROTECTION DIVISION  
DEPARTMENT OF NATURAL RESOURCES  
STATE OF GEORGIA

PERMIT  
for  
SCRAP TIRE PROCESSING

Permit Number: 018-002-STP  
Date Issued: October 15, 2007

Applicant: Quality Tire Recycling, Inc.  
P.O. Box 941  
Jackson, Georgia 30233

In accordance with the provisions of the Georgia Comprehensive Solid Waste Management Act, and the rules promulgated pursuant thereto, this permit is issued for the following operation:

A scrap tire processing facility doing business as Quality Tire Recycling, Inc., located at 465 Mallet Street, Jackson, Butts County, Georgia.

All statements and supporting data submitted to Environmental Protection Division (EPD) have been evaluated, considered and relied upon in the issuance of this permit. These documents have been assembled by EPD into an Operations Plan for the facility.

This permit to operate is now in effect and conditioned upon Quality Tire Recycling, Inc. (QTR) complying with the provisions of the Georgia Comprehensive Solid Waste Management Act, the Rules of Solid Waste Management (391-3-4-.19), the conditions of operation established in this permit and adherence to the approved Operations Plan.

This permit is subject to modification or revocation based on evidence of noncompliance with this permit. Either EPD or QTR may modify this permit or the Operations Plan upon which this permit is conditioned. Requests to modify the permit or the Operations Plan must be submitted to EPD in writing at least ten (10) working days prior to the proposed implementation date of the modification being proposed by QTR. The proposed modification(s) shall not be initiated until such time as EPD provides written approval to QTR to proceed with implementing them.

Conditions of the Permit:

1. The facility owner will maintain financial assurance in the form of a surety bond in the amount of \$25,000 to ensure compliance with the Act and Rules.
2. The facility owner or operator will control mosquitoes, rodents and other vectors so as to protect the public health and welfare.
3. No operations involving the use of open flames will be conducted within 25 feet of a scrap tire pile.
4. An approach and access road to the facility will be kept passable for any motor vehicle at all times.
5. Access to the facility will be controlled through the use of fences, gates or other similar means.

Quality Tire Recycling, Inc.  
Permit # 018-002-STP

# Georgia Department of Natural Resources

Environmental Protection Division  
Waste Reduction and Abatement Program  
4244 International Parkway, Suite 104, Atlanta, Georgia 30354  
Noel Holcomb, Commissioner  
Carol A. Couch, Ph.D., Director  
(404) 363-7027

March 14, 2008

Quality Tire Recycling, Inc.  
Jeffery Kendall  
P. O. Box 941  
JACKSON, GA 30233

RE: Scrap Tire Generator Identification Number  
LOCATION ADDRESS: 465 Mallet Street  
JACKSON, GA 30233

Dear Applicant:

We have recently processed your application for a Scrap Tire Identification Number and have assigned ID# 018-052-GN to the facility at the address given.

**This number is not a permit for transporting tires.** It is used for record keeping and manifest tracking for tire shipments. You should also use this number when corresponding with EPD concerning your facility.

Compliance with the provisions of the Comprehensive Solid Waste Management Act and Rules for Solid Waste Management, as amended is expected. The following Rules are of notable importance:

391-3-.19(4)(b) - "Generators shall initiate a manifest to transport scrap tires from the point of generation to an end user or to a scrap tire processing or disposing facility approved by the Division." You are required to maintain completed manifests at each generator location for 3 years.

391-3-4-.19(5)(d) - "Unless otherwise approved in writing by the Division, generators shall assure that any person collecting and transporting their scrap tires hold a valid Scrap Tire Carrier Permit issued by the Division, provided, however, that a person who generates less than 100 tires per month and who transport only their own scrap tires to approved end users, processors, recyclers, or disposers are not required to have a Scrap Tire Carrier Permit, but must comply with all other provisions required of generators and scrap tire carriers."

A copy of the scrap tire portion of the Rules for Solid Waste Management is enclosed for your use. We suggest that you keep these on file for future reference.

Be advised if you are selling ANY new replacement tires, you are considered a retail tire dealer and must remit to the Division, on a quarterly basis, a report of the number of tires sold during the quarter and the management fees collected on those tires. If you have been selling new replacement tires prior to the date of this letter, you are required to submit management fees or proof of payment of the fees for all tires sold since July 1, 1992.

Please contact EPD at (404) 363-7027 should you have any questions.

Sincerely,



J. Winthrop Brown  
Program Manager  
Scrap Tire Management Program



# CERTIFICATE OF LIABILITY INSURANCE

11/1/2016

DATE (MM/DD/YYYY)

5/24/2016

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> Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	<b>CONTACT NAME:</b>	<b>FAX (A/C, No):</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> 1383909 Liberty Tire Recycling Holdco, LLC 1251 Waterfront Place 4th Floor Pittsburgh PA 15222-4261	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Westchester Surplus Lines Insurance Co		10172
	<b>INSURER B:</b> Liberty Mutual Fire Insurance Company		23035
	<b>INSURER C:</b> Great American Insurance Company		16691
	<b>INSURER D:</b> LM Insurance Corporation		33600
	<b>INSURER E:</b> Commerce and Industry Insurance Company		19410
<b>INSURER F:</b>			

COVERAGES 1188499

CERTIFICATE NUMBER: 14074643

REVISION NUMBER: XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	G27920238001	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp: 5000 <input checked="" type="checkbox"/> Coll: 5000	Y	N	AS2-651-291424-035	8/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$	Y	N	TUU062958902	11/1/2015	11/1/2016	EACH OCCURRENCE \$ 30,000,000 AGGREGATE \$ 30,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA5-65D-291424-055 (AOS) WC5-651-291424-045 (WI)	11/1/2015 11/1/2015	11/1/2016 11/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Liability	Y	N	PLC15826807	11/1/2015	11/1/2016	Limit: \$5,000,000/Ret: \$100,000

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

RE: RFB NO. 16-0035. Columbus Consolidated Government is included as Additional Insured with respects to General Liability, Automobile, and Excess Liability per the terms and conditions of the policy/written contract. 30-day notice of cancellation will be provided as required by contract, 10 days for nonpayment.

<b>CERTIFICATE HOLDER</b> 14074643 Columbus Consolidated Government 100 10th Street Columbus GA 31902	<b>CANCELLATION</b> See Attachment  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 
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Named Insureds:

Auburndale Recycling Center, Inc.  
B.T. Sanitation Service, Inc.  
Central Carolina Holdings, L.L.C.  
Liberty Tire Recycling Finance, Inc.  
Liberty Tire Recycling, LLC  
Liberty Tire Services of North Carolina, LLC  
Liberty Tire Services of Ohio, LLC  
Liberty Tire Services, LLC  
Liberty/Lakin National Tire Recycling, LLC  
LTR Products, LLC  
LTS Management, LLC  
Quality Tire Recycling, Inc.  
Quality Tire Recycling, LLC  
Ridge Recyclers, Incorporated  
U.S. Tire Holdings, L.L.C.  
U.S. Tire Recycling Partners, L.P.  
LTR Holdings, Inc.  
LTR Intermediate Holdings, Inc.

**EXHIBIT B**

***Columbus Consolidated Government Request for Bid***

*Storing, Transporting & Recycling Waste Tires  
(Annual Contract)*

*RFB No. 16-0035*

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706-653-4105, FAX 706-653-4109

Date: April 28, 2016

INVITATION FOR RFB NO. 16-0035	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of:  <b>STORING, TRANSPORTING &amp; RECYCLING WASTE TIRES (ANNUAL CONTRACT)</b>
GENERAL SCOPE	Provide services on an "as needed basis" storing, transporting and recycling waste tires for the Columbus Consolidated Government, Public Works Department.
DUE DATE	<b><u>DUE: May 25, 2016 - 2:30 PM (EASTERN TIME)</u></b>  Sealed bids must be received and time/date stamped on or before the due date by the Purchasing Division of the Consolidated Government of Columbus, Georgia, 5 <sup>th</sup> Floor, Government Center Tower -100 10 <sup>th</sup> Street, Columbus, Georgia. Bids will be opened during the 3:00 pm hour in the Conference of the Purchasing Division; 5 <sup>th</sup> Floor of the Government Center. Bidders are not required, but are invited to attend the bid opening.
HOW TO OBTAIN ADDENDA	<b><u>IMPORTANT INFORMATION</u></b>  Any addenda for this bid will be posted on <a href="http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm">http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm</a> . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO BID RESPONSE	<i>If you are not interested in this invitation please email <a href="mailto:krobertson@columbusga.org">krobertson@columbusga.org</a> or complete Page 2 and fax to 706-653-4109.</i>

Andrea J. McCorvey, CPPB  
Purchasing Division Manager



# **IMPORTANT INFORMATION**

## **e-Notification**

*Effective December 31, 2014*, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors. The City is using 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 BID"

**IF YOU DO NOT INTEND TO BID ON THIS COMMODITY OR SERVICE, PLEASE COMPLETE AND RETURN THIS FORM IMMEDIATELY. ATTENTION: Kevin Robertson, Buyer**

We, the undersigned decline to bid on your **RFB No. 16-0035 for Storing, Transporting & Recycling Waste Tires (Annual Contract)** for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- ☐ Insufficient time to respond to the Invitation for Bids.
- ☐ We do not offer this product or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your bidder's list for this commodity or service
- Other (specify below)

**Remarks:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**We understand that if this statement is not completed and returned, our company may be deleted from the Columbus Consolidated Government's bidders' list for this commodity or service.**

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

**ADDRESS:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_

# **GENERAL PROVISIONS**

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

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

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

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

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

**4. BID SUBMISSION.** Fax bid submissions will not be accepted as a response to the Invitation for Bids. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.

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

**6. BID OPENING.** The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent a draft tabulation and may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. *In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.*

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

**8. RECEIPT OF ONE SEALED BID.** In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation. *If it is determined the one bid received is from the only responsive, responsible bidder, then the Purchasing Division Manager or designee, in the presence of at least one other witness, shall open the bid. The single bid will be evaluated by the using agency for award recommendation.*

**9. RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and the all tied bidders meet all other terms and requirements, the award recommendation shall be as follows:

- a. Award to the local bidder, if one of the bidders has its principal place of business in Columbus, Georgia.
- b. If all or none of the bidders has its principal place of business in Columbus, Georgia, then award the bid to the bidder who has received the award previously.
- c. If neither bidder received the award previously, and neither of the tied bidders has its principal place of business in Columbus, Georgia, then the bid award shall be equally divided between the tied bidders.
- d. If it is not feasible to divide the award, and if all or none of the tied bidders has its principal place of business in Columbus, Georgia, and neither was awarded the bid previously, then all bids will be rejected and the bid will be re-advertised.

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

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

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

**13. CORRECTIONS OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS.** Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Officer.

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

**15. BID EVALUATION AND AWARD.** During the evaluation of bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses. Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.

**16. TIME FOR CONSIDERATION.** Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.

**17. BID SECURITY AND PERFORMANCE BOND.** Bid security (Bid Bond) shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Officer to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on construction contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Division the identical original document within five (5) days after the bid opening. If the original document is not received within the five (5) days, the bid will not be considered.

When a construction contract is awarded in excess of \$25,000 the successful bidder will be required to furnish a Performance Bond executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the price specified in the bid.

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

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

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

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

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

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

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

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

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

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

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

**27. INDEMNITY.** The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out of or under this contract.

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

**29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE.** The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin or physical handicap.

**30. AWARDS TO LOCAL BUSINESSES.** Except for construction contracts, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure of \$25,000.00 or less and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00. (Ordinance No. 95-5). **\*\*STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED\*\***

**31. RIGHT TO PROTEST.** A protest with respect to an Invitation for bids or Request for Proposals shall be submitted in writing no less than five (5) days prior to the opening of bids or the closing date of proposals to the Purchasing Officer. If the matter is not resolved, then an appeal may be filed with the City Manager or City Council.

**32. FAILURE TO QUOTE.** Vendors choosing not to submit a bid must return a Statement of "No Bid" and request to be retained or removed from bid list. Failure to respond to three bid invitations will result in firm's removal from the City's bid list for that particular commodity.

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

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

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

**35. QUESTIONS.** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.

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

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

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

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

**39. PAYMENT.** 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**

**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.**

**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 FAX FORM" TO FAX OR EMAIL QUESTION.

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



# QUESTION/CLARIFICATION FORM

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

**TO: Kevin Robertson, Buyer I**  
**Email: [krobertsoncolumbusga.org](mailto:krobertsoncolumbusga.org)**  
**Fax: (706) 653-4109**

**RE: RFB NO. 16-0025, Storing, Transporting & Recycling Waste Tires (Annual Contract)**

I have the following concerns/questions about the specifications for the reference solicitation:  
**(Questions concerning specifications and/or requests for clarification must be submitted, in writing, at least 5 (five) working days (Monday - Friday) prior to due date. Questions received less than five workings days prior to due date will not be considered.):**

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and is set against a dark background.

From:			
Company Name		Website	
Representative		Email Address	
Complete Address		City	State Zip
Telephone Number		Fax Number	

# SPECIFICATIONS FOR STORING, TRANSPORTING AND RECYCLING WASTE TIRES (ANNUAL CONTRACT)

## **I. SCOPE**

This specification describes minimum requirements for **Storing, Transporting and Recycling Waste Tires**. The landfill takes in approximately 20,000 waste tires (20 loads) annually.

## **II. TERM OF CONTRACT**

A. The term of the contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

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

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the Council of the Consolidated Government of Columbus, GA. In the event the necessary funding is not approved, 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.

### **B. Termination for Convenience**

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

## **III. ESCALATION CLAUSE**

Contract pricing shall remain fixed for the initial two (2) year(s) term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by January 30<sup>th</sup> so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin July 1.

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

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract

## **IV. VENDOR REQUIREMENTS**

- A. Contractor will be responsible for providing storage for the waste tires brought into the Landfill by providing a semi-trailer. Contractor has the responsibility to transport the Waste Tires to an approved Tire Recycling Center. **NOTE: The Recycling Center must be approved by the City and permitted by the Environmental Protection Division of the State of Georgia to insure the tires are being recycled. Bidder must include copy of permit from the Environmental Protection Division of the State of Georgia.**

- B. The Loading of the tires into the Contractor's trailers will be accomplished by City personnel. A 40-foot or larger semi-trailer capable of handling a minimum of 1,200 passenger tires must remain on the Landfill site. Contractor must remove the loaded trailer within 48-hours after notification from the City and drop off another empty trailer. The City will be liable for damages to the semi-trailer while on the Landfill site and under the City's control. **NOTE: A trailer will be at the Landfill site at all times.**
- C. Pricing will be provided in two ways: By the ton, and by the load (the load pricing must include the length of the trailer). Any cost involving the trailer will be included in ton and load price. The City reserves the right to use either method; whichever is more advantageous to the City. The receipt from the Tire Recycling Center (**name, address and phone number must be included with bid**) must accompany the invoice. **Note: Payment will not be authorized without the receipt.**
- D. The trailer will be weighed empty when entering the Landfill and when loaded as it leaves the Landfill.

#### **V. VENDOR INFORMATION**

**COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION (SEE "QUESTIONS ABOUT THIS BID/PROPOSAL")**

All questions must be submitted in writing by fax (706 653-4109) using the fax sheet enclosed in the bid package or email [krobertson@columbusga.org](mailto:krobertson@columbusga.org).

#### **VI. ADDENDA AND EXPLANATIONS**

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 ([http://www.columbusga.org/finance/Excel\\_Docs/Bid\\_Opportunities.htm](http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm)) for copies of addenda if bid document is downloaded from the City's Website.**

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.

#### **VII. 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.

### **VIII. INSURANCE REQUIREMENTS**

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 (See Attachment A)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. (*Certificate of Insurance is acceptable*)** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 days after award notification. The Certificates of Insurance will be included with the contract documents prior to sign.

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

In accordance with the Georgia Security and Immigration Compliance Act, 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. **Attachment B** must be completed and returned with bid

### **X. SUBMISSION REQUIREMENTS**

Each bidder shall include the following information with bid submission. **Bidder shall submit (THE ORIGINAL AND ONE IDENTICAL COPIE(S)).** The City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE.** Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed **Incomplete**:

**A. Bid Form/Pricing Page:** Provide all required information.

**B. Insurance Checklist:** (See Attachment A)

**C. Permit:** Provide a copy of Environmental Protection Division Permit for the State of Georgia.

**D. Georgia Security and Immigration Compliance/E-Verify:** - (See Attachment B)

**E. W-9 Form Request for Taxpayer Identification Number and Certification:** Provide all information requested. (See Attachment C)

**G. Acknowledgement of Receipt of Addenda (if any):** Vendor shall include acknowledgment of receipt of addenda (if any) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). It is the bidder's responsibility to ensure that they have received all addenda.

**The following items will be required of the recommended vendor(s) prior to the award of the contract. After notification, the recommended vendor(s) will have five (5) business days to provide the information below, or the next responsive, responsible bidder will be recommended for award.**

**1). Business License:** Vendors located in Muscogee County shall submit a current copy of

their City of Columbus business license. If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

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

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

**BIDS MUST REACH THE OFFICE OF PURCHASING NO LATER THAN 2:30 P.M. ON BID OPENING DATE. AT THE TIME OF DELIVERY, BIDS MUST BE TIME STAMPED AND DATED. BIDS RECEIVED AFTER 2:30 P.M. WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

**YOUR BID MUST BE DELIVERED SEALED IN AN ENVELOPE OR PACKAGE. FOR PROPER IDENTIFICATION, THE BIDDER'S COMPANY NAME, COMPLETE ADDRESS AND THE BID NAME AND NUMBER SHOULD APPEAR ON THE EXTERIOR OF THE ENVELOPE OR PACKAGE. NO FAX RESPONSES WILL BE ACCEPTED.**

**MAIL OR HAND DELIVER BID TO: Columbus Consolidated Government  
Purchasing Division  
5th Floor-Tower Building  
100 10th Street  
Columbus, Georgia 31902-1340**

**XI. AWARD/INVOICE**

- A. Award:** This bid will be awarded to the lowest, responsive, responsible bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to procure from other sources. After award of the bid by Columbus City Council, the successful vendor will receive an official award letter from the City.
- B. Invoices:** After satisfactory and completion of order, the successful vendor shall forward invoice (s) to the address below. The receipt from the Tire Recycling Center must accompany the invoice. **Note: Payment will not be authorized without the receipt.** The invoice (s) shall reference the Public Services Fleet Management Division, and/or RFB No. 16-0035, and forwarded to **Columbus Consolidated Government, Accounting Division, P. O. Box 1340, Columbus, Georgia 31902-1340**

**XII. TERMINATION OF CONTRACT**

**Default:** If the contractor refuses or fails to perform any of the provision 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 Manager may notify the contractor in writing of the delay or non-performance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Manager, such Manager 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 Manager may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Manager. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**Compensation:** Payment for completed supplies delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Division Manager deem 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.

**Excuses for Nonperformance or Delayed Performances:** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Manager 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 in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

**BID FORM (RFB No. 16-0035)**  
**STORING, TRANSPORTING & RECYCLING WASTE TIRES**  
**(ANNUAL CONTRACT)**

**IMPORTANT INFORMATION**

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND ONE IDENTICAL COPIES**. The City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidder shall be notified in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days. The bidder shall be deemed non-responsive and the Bid Submission will be deemed "**Incomplete**

☐ Insurance    ☐ Permit    ☐ GSICA    ☐ W-9 Form

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 \_\_\_\_\_ Addendum No. 2 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

DESCRIPTION	COST
COST PER TON	\$
COST PER LOAD	\$
OVERSIZE TIRES PER TON	\$
TRAILER LENGTH	

Company Name:

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

**RFB FORM (CONTRACT PAGE)**  
**STORING, TRANSPORTING & RECYCLING WASTE TIRES**  
**(ANNUAL CONTRACT)**  
**RFB NO. 16-0035**

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

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Signature of Contractor's Authorized Agent

\_\_\_\_\_  
Witness as to the Contractor      Type/Print name and Title of above signed agent

\_\_\_\_\_  
Witness as to the Contractor      Business Name

(Corporate Seal)      Business Street Address City      State      Zip Code  
(P. O. Boxes will Render bid Incomplete)

\_\_\_\_\_  
Business Remittance/Mailing Address City      State      Zip Code

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

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

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

COLUMBUS CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

APPROVED AS TO LEGAL FORM

ATTEST:

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

\_\_\_\_\_  
Tiny Washington, Clerk of Council

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



SOLICITATION ID: RFB NO. 16-0035

## INSURANCE CHECKLIST

## STORING, TRANSPORTING &amp; RECYCLING WASTE TIRES

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

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

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	<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	
	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	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<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)		
X	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	
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	25. The City shall be named Additional Insured on all policies		
X	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.

**INSURANCE AGENT'S STATEMENT:**

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: \_\_\_\_\_

AUTH. SIGNATURE: \_\_\_\_\_

SIGNATURE OF AGENT: \_\_\_\_\_

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements.

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

AUTH. SIGNATURE: \_\_\_\_\_

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

**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.**

The complete verbiage for the law is on the Purchasing Web Page:

[http://www.columbusga.org/finance/Purchasing\\_docs/Georgia\\_Security\\_and\\_Immigration\\_Compliance\\_Act.pdf](http://www.columbusga.org/finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act.pdf)

# "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

## Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

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

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

\_\_\_\_\_  
**RFB No. 16-0035; Storing, Transporting & Recycling Wastes Tires (Annual Contract)**

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_, 2016 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 \_\_\_\_\_, 2016.

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

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

**"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

**RFB No. 16-0035; Storing, Transporting & Recycling Waste Tires (Annual Contract)**

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 2016 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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
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

\_\_\_\_\_  
**RFB No. 16-0035; Storing, Transporting & Recycling of Waste Tires (Annual Contract)**

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_, 2016 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 \_\_\_\_\_, 2016.

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

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

**Form W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

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; 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. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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?* on page 2 for further information.

**STORING, TRANSPORTING & RECYCLING WASTE TIRES  
(ANNUAL CONTRACT)  
RFB NO. 16-0035**

**CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.**

- ☐ 1. THE BID HAS BEEN SIGNED.
- ☐ 2. THE PRICES HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- ☐ 4. ALL BID SUBMISSION REQUIREMENTS (Page 13 of 25)
- ☐ 5. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

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

- ☐ 6. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:

BID TITLE:   **Storing, Transporting & Recycling Waste Tires (Annual Contract)**  
BID NUMBER:   **RFB 16-0035**  
OPENING DATE:   **May 25, 2016**

**Note:** Opening date subject to change by Addendum.



**EXHIBIT C**

***Quality Tire Recycling, Inc.***

*Bid Proposal*

**BID FORM (RFB No. 16-0035)**  
**STORING, TRANSPORTING & RECYCLING WASTE TIRES**  
**(ANNUAL CONTRACT)**

**IMPORTANT INFORMATION**

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND ONE IDENTICAL COPIES**. The City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidder shall be notified in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days. The bidder shall be deemed non-responsive and the Bid Submission will be deemed "**Incomplete**"

☒ Insurance    ☒ Permit    ☒ GSICA    ☒ W-9 Form

Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1   11/2  

Addendum No. 2   11/2  

Addendum No. 3   11/2  

DESCRIPTION	COST
COST PER TON	\$ <u>128.75</u> <u>12 TON MINIMUM</u>
COST PER LOAD	\$ <u>1800.00</u>
OVERSIZE TIRES PER TON	\$ <u>500.00</u>
TRAILER LENGTH	<u>48' OR 53' VAN TRAILERS</u>

Company Name: QUALITY TIRE RECYCLING, INC.

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

## CONTRACT AMENDMENT (REVISED)

Storing, Transporting & Recycling Waste Tires (Annual Contract) RFB No. 16-0035

Scope:

- A. The Public Works Department is requesting *either* one (1) roll-off container *or* one (1) 20' Conex box to be placed at the following location:

- Fleet Maintenance, 1011 Cusseta Road, Columbus, GA 31901

The Fleet Maintenance Manager will designate the area where the unit will be placed.

- B. For a roll-off container, weekly pick-up is required. For a 20' Conex box, bi-weekly pick-up is required.
- C. For other equipment, to be identified below, pick-up shall be on an "as needed" basis until such time as a schedule can be established.

Equipment to be delivered/placed at location:

*28' tractor trailer*

Item Description	Amount
Delivery (one-time fee)	\$ 376.00
Fuel Surcharge (each load)	\$ 22.00
Price per Ton, All Tire Sizes (excluding OTRs)	\$ 28.75
Price per Ton, OTRs (Heavy Equipment Tires)	\$ 500.00
Car Rims (each)	\$ 5.00
Semi Rims (each)	\$ 15.00
Minimum tonnage per pick up	8 Tons

Based on the above scope of work listed above from Columbus Consolidated Government, the annual contract for Storing, Transporting & Recycling Waste Tires is hereby amended to include container pickup at the Fleet Maintenance Shop.

IN WITNESS WHEREOF, the parties hereto have executed Contract Amendment 1 on this 12 day of Sept, 2019.

Quality Tire Recycling, Inc.

*[Signature]*  
Doug Bernhardt, General Manager

Witness as to the signing

*[Signature]*

Columbus Consolidated Government

*[Signature]*  
Isaiah Hugley, City Manager

Approved as to Form

*[Signature]*  
Clifton C. Fay, City Attorney

Attest

*[Signature]*  
Sandra T. Davis, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. 203-16

*[Signature]*  
Clerk of Council