

118-17

A RESOLUTION  
NO. ~~118~~ 17

**A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR WELDING/METAL FABRICATION SERVICES FROM SMITH METAL WORKS (COLUMBUS, GA), FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$22,800.00.**

**WHEREAS**, the services will be provided on an "as needed" basis for repairs of various facilities and equipment owned by the City; and,

**WHEREAS**, the awarded vendors will be required to submit estimates for jobs pertaining to the Fleet Management Division; and,

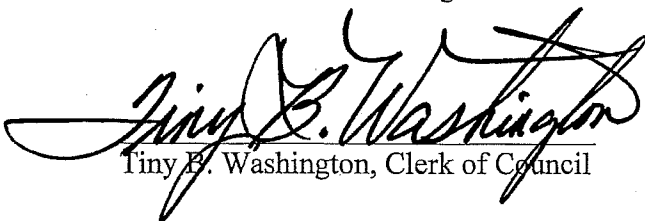
**WHEREAS**, the initial contract period will be for two (2) years, with the option to renew for three (3) additional twelve-month periods. The Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

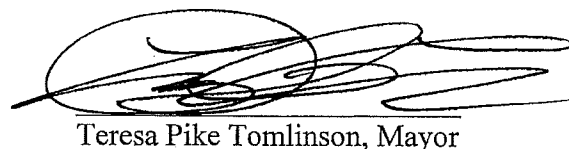
**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to enter into an annual contract for welding/metal fabrication services with Smith Metal Works, for the estimated annual contract value of \$22,800.00. Funds are budgeted each fiscal year for this ongoing expense: Balance Sheet Account, General Fund, Auto Parts & Supplies, 0101-1562 to be charged to various departments as needed; Public Services - Other Maintenance & Repairs, Building Maintenance - Parks and Recreation, Public Safety and Building Maintenance - Building Maintenance - General Government; 0101-260-3710-REPA-6527, 6528, or 6529 as needed.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 25<sup>th</sup> day of April, 2017 and adopted at said meeting by the affirmative vote of eight members of said Council.

Councilor Allen voting	ABSENT
Councilor Baker voting	YES
Councilor Barnes voting	YES
Councilor Davis voting	YES
Councilor Garrett voting	YES
Councilor Henderson voting	YES
Councilor Huff voting	YES
Councilor Thomas voting	ABSENT FOR VOTE
Councilor Turner Pugh voting	YES
Councilor Woodson voting	YES

  
Tiny B. Washington, Clerk of Council

  
Teresa Pike Tomlinson, Mayor

## CONTRACT

THIS CONTRACT, executed this 10<sup>th</sup> day of May 2017, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Smith Metal Works**, hereinafter called the "Contractor"

### WITNESSETH:

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

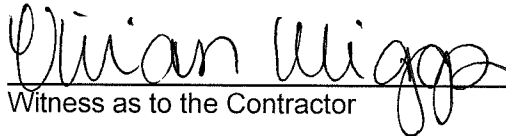
1. That the Contractor met all proposal requirements and was evaluated responsive for providing **Welding/Metal Fabrication Services (Annual Contract)**, per **RFB No. 17-0030**, and was awarded the Contract by Columbus City Council on Tuesday, April 25, 2017, Resolution No. 118-17, for the initial term of two years, beginning May 2, 2017 through May 1, 2019 with the option to renew for three (3) additional twelve-month periods, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.
2. The Contractor will, at its own cost and expense, furnish all labor, materials, and equipment required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Bids, dated December 1, 2016 (and all addenda thereto), the Contractor's proposal dated January 11, 2017 and the proposal clarification documents 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 pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

**CONTRACT SIGNATURE PAGE**  
**Welding/Metal Fabrication Services (Re-Bid)**  
**(Annual Contract)**  
**RFB No. 17-0030**

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:

ATTEST:

  
Witness as to the Contractor

  
Witness as to the Contractor

 1/10/17  
Signature of Authorized Representative Date

Amy Giglio Smith, Owner  
Print Name and Title of Signatory

Company: Smith Metal Works

Address: 305 17th Street

Columbus, GA 31901

Telephone: 706-888-7402

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

Email: smithmetalworks@yahoo.com

\* \* \* \* \*

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

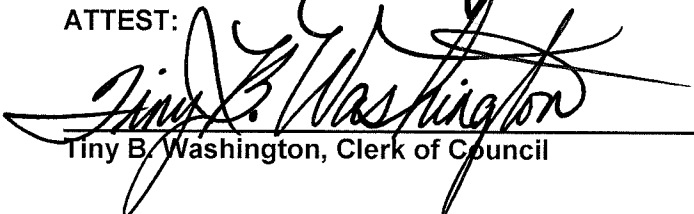
Accepted this 10<sup>th</sup> day of May 2017

  
Isaiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:

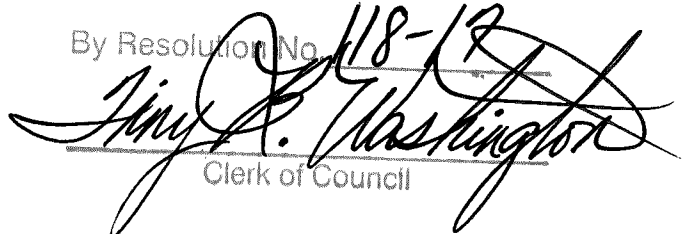
  
Clifton C. Fay, City Attorney

ATTEST:

  
Tiny B. Washington, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. 118-17

  
Clerk of Council

**EXHIBIT A**

*Columbus Consolidated Government  
Welding/Metal Fabrication Services  
(Annual Contract)  
Business Requirements*

*RFB No. 17-0030*

## BUSINESS REQUIREMENTS

**\*\* Section Redacted \*\***

These documents have been filed in the Purchasing Division

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

Please contact Purchasing to view these documents at ext: 3071

**EXHIBIT B**

*Columbus Consolidated Government  
Welding/Metal Fabrication Services  
(Annual Contract)  
Request for Proposals*

*RFB No. 17-0030*

# 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 706-225-3303

BidLine 706-225-4536

[www.columbusga.org](http://www.columbusga.org)

Date: December 1, 2016

REQUEST FOR BIDS:  RFB NO. 17-0030	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of:  <b>WELDING/METAL FABRICATION SERVICES (RE-BID) (ANNUAL CONTRACT)</b>
GENERAL SCOPE	Provide welding and fabrication services for various facilities and equipment owned by the City. The services will be procured on an "as needed" basis.
DUE DATE	<b>January 11, 2017 - 2:30 PM (Eastern)</b> Bids must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division, 5th Floor - Government Center, 100 10th St, Columbus, GA. Bids will be opened during the 3:00 p.m. hour in the Conference Room of the Purchasing Division. Bidders are not required, but are invited to attend the bid opening.
ADDENDA	<b><u>IMPORTANT INFORMATION</u></b> Any and all addenda will be posted on the Purchasing Division's web page, at <a href="http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm">http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm</a> . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote
NO BID RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.

**Andrea J. McCorvey  
Purchasing Manager**

# **IMPORTANT INFORMATION**

## **E-Notification**

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

You must register with the Team Georgia Marketplace/Georgia Procurement Registry to receive future procurement notifications at **<http://doas.ga.gov/Suppliers/Pages/SupplierStart.aspx>**.

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

**Telephone: 404-657-6000**

**Fax: 404-657-8444**

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



# STATEMENT OF "NO BID"

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

**Email:** hscheuttig@columbusga.org  
**Fax:** (706) 653-4109, Attn: **Heather Scheuttig, Buyer**  
**Mail:** Columbus Consolidated Government  
Purchasing Division  
P O Box 1340  
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB NO. 17-0030** for **WELDING/METAL FABRICATION SERVICES (RE-BID) (ANNUAL CONTRACT)** for the following reason(s):

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

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

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

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

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

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

**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, GA.
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 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 bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.**
9. **RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by the all tied bidders, 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. CONDITION 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. CORRECTION 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 ensure that they have received all 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 rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:
- (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
  - (B) Any irregularities contrary to the General Provisions or bid specifications.
  - (C) Unbalanced unit price or extensions.
  - (D) Unbalanced value of items.
  - (E) Failure to use the proper forms furnished by the Consolidated Government.
  - (F) Failure to complete the proposal properly
  - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
  - (H) Failure to properly sign forms in ink.

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

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

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

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

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

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

**25. BID INCLUSIONS.** When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously 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 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 are requested to return a **Statement of "No Bid"**.

**33. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT.** During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall

be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

**34. CANCELLATION PROVISIONS.** 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 that performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

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

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

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

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

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

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

#### NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business that 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 FORM" TO FAX OR EMAIL QUESTION.

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

## QUESTION/CLARIFICATION FORM

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

TO: Heather Scheuttig, Buyer  
Email: [hscheuttig@columbusga.org](mailto:hscheuttig@columbusga.org)  
Fax: (706) 225-3033

RE: Welding/Metal Fabrication Services (Re-Bid) (Annual Contract); RFB No. 17-0030

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

[illegible]

From: \_\_\_\_\_

Company Name

Representative

Complete Address

Telephone Number

**GENERAL SPECIFICATIONS**  
**WELDING/METAL FABRICATION SERVICES (RE-BID)**  
**RFB No. 17-0030**

**I. SCOPE OF SERVICE**

These specifications describe the minimum requirements for the procurement of welding and metal fabrication services for various facilities and equipment owned by the City. The equipment may be located in buildings, ball fields, watershed lake valves, swimming pools, the Muscogee County Jail, Muscogee County Prison and vehicles at the City's Auto Shop. Vendors are required to have a facility with the capacity to store large vehicles such as garbage trucks with a height of 11'6", utility trucks, etc., during inclement weather while rendering emergency services. The facility shall be located within thirty (30) miles of the City. ***The City reserves the right to add additional related items during the term of the contract.***

**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. BRAND NAMES**

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturers' names, drawings, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive; any equivalent products of any manufacturer may be offered. Any bid that is equivalent to or surpasses these specifications will be considered; determination of equivalency shall rest solely with the City.

#### **V. QUESTIONS/ADDENDA**

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 8 & 9). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at [http://www.columbusga.org/finance/Excel\\_Docs/Bid\\_Opportunities.htm](http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm). **It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**

#### **VI. INSURANCE**

The contractor 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 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

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

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm)). The E-Verify/GSICA affidavit (Attachment B) must be completed in entirety, at time of original submission, for proposal to be considered.

#### **VIII. INDEMNIFICATION**

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however

caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

#### **IX. BID SUBMISSION REQUIREMENTS:**

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND 1 IDENTICAL COP(IES)**. 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:** Complete and include page 27.
- B. Statement of Qualifications & Work Guarantee:** Bidder must submit, with bid proposal, proof of qualification or statement to the effect that all welders working on City property are qualified, as well as a listing of all welders and years of experience. The bidder must submit a statement of guarantee with bid proposal. All material provided to the City shall be fully guaranteed by the Contractor against factory defects. The Contractor, at no expense to the City, shall correct any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty. The Contractor shall make evidence of all manufacturer's warranties available upon demand. All work is guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of the work by the City in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance may be established to govern the effective date of the guarantee, unless the City and the Contractor in writing agree upon that date. **(See page 26 of 28)**
- C. Insurance** (Refer to page 11, section VI, regarding Attachment A)
- D. E-Verify/GSICA Form** (Refer to page 11, Section VII, regarding Attachment B)
- E. Contract Signature Page**
- H. Addenda:** Vendors must include acknowledgment of receipt of addenda **(if any)** in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at [http://www.columbusga.org/finance/Excel\\_Docs/Bid\\_Opportunities.htm](http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm). ***Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.***

**THE FOLLOWING ITEMS WILL BE REQUIRED OF THE AWARDED VENDOR(S) PRIOR TO CONTRACT SIGNING OR ISSUANCE OF PURCHASE ORDER. AFTER NOTIFICATION, THE AWARDED 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 (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

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

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

- 2) **W-9 Request for Taxpayer Identification Number and Certification (Attachment C)**

Bids must be delivered sealed in an envelope or package. The envelope or package should reference the bidder's name, full address and the bid number and/or bid name. Mail or hand-deliver bid to:

Columbus Consolidated Government  
Purchasing Division

**RE: RFB No. 17-0030 – Welding/Metal Fabrication Services (Re-Bid)**

**(Mail)** P. O. Box 1340  
Columbus, GA 31902-1340

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

**X. AWARD/NOTIFICATION/FINAL INSPECTION/DELIVERY/INVOICE**

- A. Award: This contract will be awarded to the lowest responsive, responsible bidder(s). The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required services, the City reserves the right to procure from other sources.
- B. Ordering: After award of the bid, by Columbus City Council, the successful vendor shall receive requests for services on an "as needed" basis. Requests will be made between the hours of 8:00 AM – 5:00 PM, unless there is an emergency.
- C. Delivery: All shipping, delivery, and/or freight charges must be included in the Unit Price. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges. Deliveries shall be made to the address indicated at time of request.
- D. Invoices: Invoices shall delineate hour's worked, material cost, etc. All invoice rates shall be in accordance with this contract. After receipt of goods/services and upon satisfactory delivery, the successful vendor shall forward invoice(s) to the following address:

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

The invoice(s) shall reference the bid number (RFB No. 17-0030)

**XII. TERMINATION OF CONTRACT**

- A. 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 Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed

appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Compensation: Payment for completed services 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 Director 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.

C. 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 Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed 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 vendor to meet the contract requirements.

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

**TECHNICAL SPECIFICATIONS**  
**WELDING/METAL FABRICATION SERVICES (RE-BID)**  
**RFB No. 17-0030**

**I. QUALIFICATIONS OF BIDDERS**

The bidder shall insure that only qualified welders work on City property. All work must be performed by qualified welders with a minimum of five (5) years' experience. Each bidder may be required, before the award of Contract, to show to the complete satisfaction of the Purchasing Agent that it has the necessary facilities, ability and financial resources to furnish the service or material specified herein in a satisfactory manner. The bidder may also be required to show past history and references that will enable the Purchasing Agent to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by the City.

**II. BIDDER INVESTIGATIONS**

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

**III. NEW MATERIAL**

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

**IV. SPECIFICATIONS**

- A. **Field Work:** Covers welding repairs to equipment, vehicles or other metalwork performed primarily in the field with little or no welding work required at the Contractor's shop. Any job that is predominantly performed in the field (over 50%) shall be considered fieldwork even if the job requires some work to be performed in the Contractor's shop. The hourly rate for fieldwork shall include Contractor's provision for all labor, equipment, consumable supplies and tools required for the completion of the work on the site. The rates shall apply to work at job site only (No portal to portal charges). Bidders shall indicate on the bid form ability to respond within twenty-four (24) hours.
- B. **Shop Work:** Covers welding work in the Contractor's shop, such as repairs to equipment, vehicles or other equipment brought to the shop that requires welding or fabrication at the shop. Any job which is predominantly fabrication in the shop (over 50%) shall be considered shop work even if the job requires field

installation of the finished item by the contractor. The hourly rate for shop work shall include Contractor's provision of all labor, equipment, consumable supplies and tools required for completion of the work.

- C. **Materials:** Used in work under this contract, such as steel, steel plate, etc., shall be invoiced (at the Contractor's cost) to the City. The City reserves the option to provide its own materials. If requested, the Contractor shall provide to the City, original invoices for Contractor provided material. Vendor shall offer a cost + % for materials, which shall not exceed 15%.

***Regular working hours are Monday through Friday, 8:00 AM to 5:00 PM.***

- D. **Emergency Work:** The Contractor shall respond to the City's request for emergency work within twelve (12) hours of receipt of such request. Emergency work may extend beyond regular working hours as stated above. Bidders shall indicate on the bid form ability to meet response time for emergency work (not to exceed twelve (12) hours) for both regular working hours and outside regular working hours. Bidders shall indicate on the bid form a telephone number (pager is acceptable) on which the Contractor shall be reached twenty-four (24) hours per day/seven (7) days per week.

## **V. ESTIMATES**

If required, the Contractor shall provide to the City an estimate for each assignment, before start of any work. If requested by the City, the Contractor shall provide such estimate in writing. Payment for the assignment will be based on actual labor and materials used, regardless of the estimate, but the actual cost shall not exceed the original estimate by more than 10% without justification and advance approval of the City. This Contract covers repairs, fabrication, assembly, delivery and other tasks related to general welding services. The cost for installation or reinstallation of completed fabricated work, if required by the City, shall be a negotiable cost item.

The City reserves the right to competitively bid certain projects, if deemed to be in the best interest of the City.

## **VI. INSPECTION, ACCEPTANCE AND TITLE**

Inspection and acceptance by the City will be at the work site and within ten (10) days of delivery unless otherwise provided for in the Contract. The City will not inspect, accept or pay for any materials stored off-site by the Contractor. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until acceptance by the City of all work under the Agreement. The City's right of inspection shall not be deemed to relieve the Contractor of its obligation to ensure that all articles, materials and supplies are consistent with specifications and instructions, and are fit for their intended use. The City reserves the right to conduct any tests or inspections it may deem advisable to assure that goods or services conform to the specification. The Contractor shall be responsible for maintaining all materials and supplies in the condition in which they were accepted until they are used in the work.

**VII. WORK SITE DAMAGES**

Any damage to property, whether owned by the City or others, resulting from work performed under this contract shall be repaired or replaced to the City's satisfaction at the Contractor's expense.

**VIII. CLEAN UP**

The Contractor shall remove, as frequently as necessary, all refuse, rubbish, scrap materials and debris from the site to the extent they are the result of the Contractor's operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times. At completion of the work, but before final acceptance, the Contractor shall remove all surplus material, falsework, temporary structures including foundations thereof, and debris of every nature resulting from the Contractor's operations or resulting from any activity on the site related to the Contractor's operations and put the site in neat orderly condition. If the Contractor fails to do so, the City reserves the right to remove the surplus material, falsework, temporary structures including foundations thereof, debris and put the site in a neat orderly condition at the Contractor's expense. The City shall be entitled to offset such cost against any sums owed by the City to the Contractor under the contract.

## INSURANCE CHECKLIST

### WELDING/METAL FABRICATION SERVICES (RE-BID) RFB No. 17-0030

**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
<b>X</b>	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
<b>X</b>	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	
<b>X</b>	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability</b>		
<b>X</b>	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	
<b>X</b>	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	



Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment 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: \_\_\_\_\_

AGENTS NAME: \_\_\_\_\_

SIGNATURE of AGENT: \_\_\_\_\_

**BIDDER'S STATEMENT:**

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

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

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

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

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

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

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

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

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

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

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)

# ATTACHMENT B

## CONTRACTOR AFFIDAVIT

### E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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

\_\_\_\_\_  
Company ID Number (*numerical, 4-6 digits*)

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

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

**Welding/Metal Fabrication Services (Re-Bid) (Annual Contract): RFB No. 17-0030**

\_\_\_\_\_  
Name of Project

**Columbus Consolidated Government**

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

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

Executed on \_\_\_\_\_, \_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

*Subscribed and sworn before me on this the \_\_\_ day of \_\_\_\_\_, 201\_\_.*

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

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

**\*This form must be completed in entirety, at time of original submission, for proposal to be considered.**

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"/> 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) ▶ _____ <b>Note.</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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:

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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

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

**Line 3**

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

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

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

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

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

<sup>2</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>3</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**STATEMENT OF QUALIFICATIONS & WORK GUARANTEE  
WELDING /METAL FABRICATION SERVICES (RE-BID)  
(ANNUAL CONTRACT)  
RFB NO. 17-0030**

1. Company Name: \_\_\_\_\_
2. Permanent Main Office Address: \_\_\_\_\_
3. Date company organized; if a corporation, when/where incorporated? \_\_\_\_\_
4. How many years have you been engaged in the welding/metal fabrication business under your present company/trade name? \_\_\_\_\_
5. List at least three (3) similar projects your company has performed within the last three (3) years, stating contract value and month/year of completion:

Company Name/Address	Contact Person/ Telephone	Contract Value Month/Year of Completion

6. List personnel that will be assigned to this project, their qualifications, and years of experience:

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*(Attach additional sheet, if necessary)*

7. Have you ever failed to complete a project and/or defaulted on a contract? If so specify when and with whom:

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8. Describe your statement of Warranty and Guarantee of Work: \_\_\_\_\_

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\_\_\_\_\_  
Signature of Authorized Representative

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

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



BID FORM  
WELDING/METAL FABRICATION SERVICES (RE-BID)  
(ANNUAL CONTRACT)  
RFB No. 17-0030

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID

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

- ☐ Bid Form   ☐ Statement of Qualifications & Work Guarantee   ☐ Insurance Information  
☐ GSICA/E-Verify   ☐ Contract Signature Page   ☐ Addenda

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

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

<b>RATES:</b>			
<b>FIELD WORK:</b>	Estimated Annual Hours		Total
Regular Working Hours:	140 hours	Labor \$ _____ / hour	\$
Outside Regular Hours:	20 hours	Labor \$ _____ / hour	\$
<b>SHOP WORK:</b>			
Regular Working Hours:	400 hours	Labor \$ _____ / hour	\$
<b>LABOR TOTAL COST:</b>			<b>\$</b>
<b>MATERIALS:</b>	COST + _____ % (Not to exceed 15%)		
Field Work Response Time (Within 24 hours)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<i>Emergency Response Time:</i>			
Regular working hours (Within 12 hours)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Outside regular hours (Within 12 hours)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Do you require a Minimum Charge?	If yes, minimum number of hours charged: _____		

PLEASE INDICATE EMERGENCY CONTACT/WORKER NAME:

Contact Name: _____	Phone: _____
	Pager: _____
Emergency Worker: _____	Phone: _____
	Pager: _____

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

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

Signature of Authorized Representative \_\_\_\_\_ Print Name \_\_\_\_\_

**CONTRACT SIGNATURE PAGE**  
**Welding/Metal Fabrication Services (Re-Bid)**  
**(Annual Contract)**  
**RFB No. 17-0030**

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:

ATTEST:

\_\_\_\_\_  
Signature of Authorized Representative      Date

\_\_\_\_\_  
Witness as to the Contractor

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

\_\_\_\_\_  
Witness as to the Contractor

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

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

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

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

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

\* \* \* \* \*

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

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

**APPROVED AS TO LEGAL FORM:**

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

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

ATTEST:

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

☒ **CHECKLIST** ☒

**WELDING/METAL FABRICATION SERVICES (RE-BID)  
(ANNUAL CONTRACT)  
RFB NO. 17-0030**

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE **CONTRACT SIGNATURE PAGE** HAS BEEN SIGNED.
- ☐ 2. THE PRICES HAVE BEEN CHECKED.
- ☐ 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- ☐ 4. ALL SUBMISSION REQUIREMENTS (Page 12).
- ☐ 5. ENVELOPE INCLUDES **ONE** (1) ORIGINAL (LABELED) AND **ONE** (1) COPY OF VENDOR RESPONSE.
- ☐ 6. BUSINESS REQUIREMENTS ARE SEALED IN A SEPARATE ENVELOPE. ONLY ONE (1) COPY IS REQUIRED.
- ☐ 7. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

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

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

BID TITLE: **Welding/Metal Fabrication Services (Re-Bid)**  
BID NUMBER: **RFB 17-0030**  
OPENING DATE: **January 11, 2017**



**PLEASE CONSIDER THE ENVIRONMENT**



It is not necessary to return all pages of the RFB document with your response. Please retain sections entitled "**General Provisions**" & "**Specifications/Detailed Specifications**" for your records.

**\* Opening date subject to change by Addendum**

**EXHIBIT C**

*Welding/Metal Fabrication Services  
(Annual Contract)*

*Smith Metal Works (Columbus, GA)  
Proposal*

**STATEMENT OF QUALIFICATIONS & WORK GUARANTEE  
WELDING /METAL FABRICATION SERVICES (RE-BID)  
(ANNUAL CONTRACT)  
RFB NO. 17-0030**

1. Company Name: Smith Metal Works
2. Permanent Main Office Address: 305 17th Street, Columbus, GA 31901
3. Date company organized; if a corporation, when/where incorporated? June 2005
4. How many years have you been engaged in the welding/metal fabrication business under your present company/trade name? Eleven years
5. List at least three (3) similar projects your company has performed within the last three (3) years, stating contract value and month/year of completion:

Company Name/Address	Contact Person/ Telephone	Contract Value Month/Year of Completion
Fayette County, GA 140 Stonewall Avenue West Fayetteville, GA 30214	Ted Crumbley 770-305-5115	\$26,000 August 2016
Sports Metals 5 Downing Drive Phenix City, AL 36869	Kevin Sports 706-681-3667	\$189,000 June 2015
PVF Supply 5758 Miller Court Columbus, GA 31999	Dustin Cooper 706-681-7563	\$1.3M March 2009- current

6. List personnel that will be assigned to this project, their qualifications, and years of experience:

Robert Smith - multiple AWS welding certifications, 22 years experience

Cris Collins - multiple AWS welding certifications, 10 years experience

Cameron Hamby - AWS certification, 5 years experience

*(Attach additional sheet, if necessary)*

7. Have you ever failed to complete a project and/or defaulted on a contract? If so specify when and with whom:  
NO

8. Describe your statement of Warranty and Guarantee of Work: \_\_\_\_\_

All material provided to the city shall be fully guaranteed against factory defects. All work is guaranteed against defects resulting from the use of inferior or faulty materials or workmanship for one year from the date of final acceptance of the work.

  
Signature of Authorized Representative

Amy Giglio Smith, Owner  
Print Name and Title of Signatory

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

**BID FORM  
WELDING/METAL FABRICATION SERVICES (RE-BID)  
(ANNUAL CONTRACT)  
RFB No. 17-0030**

**IMPORTANT INFORMATION:**

**PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID**

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

☒ Bid Form   ☒ Statement of Qualifications & Work Guarantee   ☒ Insurance Information  
☒ GSICA/E-Verify   ☒ Contract Signature Page   ☐ Addenda

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

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

**RATES:**

FIELD WORK:	Estimated Annual Hours		Total
Regular Working Hours:	140 hours	Labor \$ <u>40</u> / hour	\$ 5,600
Outside Regular Hours:	20 hours	Labor \$ <u>60</u> / hour	\$ 1,200
SHOP WORK:			
Regular Working Hours:	400 hours	Labor \$ <u>40</u> / hour	\$ 16,000
LABOR TOTAL COST:			\$ 22,800
MATERIALS:		COST + <u>12</u> % (Not to exceed 15%)	
Field Work Response Time (Within 24 hours)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Emergency Response Time:			
Regular working hours (Within 12 hours)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Outside regular hours (Within 12 hours)		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Do you require a Minimum Charge?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		If yes, minimum number of hours charged:	

**PLEASE INDICATE EMERGENCY CONTACT/WORKER NAME:**

**Contact Name:** Amy Giglio Smith

**Phone:** 706-681-8496

**Pager:** \_\_\_\_\_

**Emergency Worker:** Robert Smith

**Phone:** 706-888-7402

**Pager:** \_\_\_\_\_

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

Smith Metal Works

January 9, 2017

**Company Name**

**Date**

**Signature of Authorized Representative**

**Print Name**

*Amy Giglio Smith*

Amy Giglio Smith