A RESOLUTION

NO. <u>077-19</u>

A RESOLUTION AUTHORIZING AN ANNUAL CONTRACT TO PURCHASE VARIOUS TYPES OF SWIM GEAR, FROM THE LIFEGUARD STORE, INC. (NORMAL, IL), FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$26,605.25.

WHEREAS, the Parks & Recreation Department will purchase, on an "as needed basis", various swim gear such as: 2-piece swim outfits, shorts, swim trunks, caps and sun visors for pool staff and swimming instructors, and;

WHEREAS, the initial contract term shall be for two years, with options to renew for three additional twelve-month periods, 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 to purchase various types of swim gear, from The Lifeguard Store, Inc. (Normal, IL), for the estimated annual contract value of \$26,605.25. Funds are budgeted each fiscal year for this ongoing expense: General Fund - Parks & Recreation - Aquatics - Operating Materials; 0101-270-4413-AQUT-6728 and Parks & Recreation - Aquatics Center - Operating Materials, 0101-270-4414-NATA-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 12th day of March 2019, and adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	YES
Councilor Barnes voting	YES .
Councilor Crabb voting	YES .
Councilor Davis voting	YES .
Councilor Garrett voting	YES
Councilor House voting	YES .
Councilor Huff voting	YES
Councilor Thomas voting	YES
Councilor Turner Pugh voting	YES
Councilor Woodson voting	YES

Sandra T. Davis, Clerk

B. H. "Skip" Henderson, III, Mayor

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, FAX 706-225-3033

March 19, 2019

The Lifeguard Store, Inc.

Attn: Amy Hilten 2012 W. College Ave Normal, IL 61761 email: jordan@thelifeguardstore.com / fax: (770) 205-9079

Re: Swim Gear (Annual Contract) - RFB No. 19-0030

This is your notification that you are the successful bidder awarded line items off the contract to provide Swim Gear. All terms and conditions set forth in the proposal specifications will prevail, as approved by Council, Tuesday, March 12, 2019; Resolution Number 077-19. (See Attachments)

This contract shall be for two (2) years beginning <u>March 19, 2019 – March 18, 2021</u> with the option to renew for three (3) additional twelve-month period.

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

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.

The City has confidence in your ability to fulfill the requirements of the contract and look forward to a continued relationship, which will be beneficial to all concerned.

Respectfully,

Kevin R. Robertson

Buyer

Andrea J. McCorvey

Purchasing Division Manager



BID FORM (PRICING PAGE) SWIM GEAR (ANNUAL CONTRACT) RFB No. 19-0030

Each bidder shall include the following information with bid submission. Bidder shall submit THE ORIGINAL AND ONE IDENTICAL COPIE(S). The City reserves the right to request any omitted information, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidder shall be notified in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted	
information is not received within two (2) days. The bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete	
Bid Form (Pricing Pages) Product Literature	
Initial below to acknowledge receipt of the following addenda (if any):	
Addendum No. 1 Addendum No. 2 Addendum No. 3	
Orders will be delivered within 6 days after receipt of purchase order. *All shipping, delivery, and/or freight charges must be included in the bid amount. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges. The Life guard store, Inc. The Life guard store, Inc. Company Tax ID# 2012 W. College Ave. Vendor's Street Address City State Zip Code	
Vendor's Remittance or Mailing Address (If different than above) City State Zip Code 800-846-7052 Phone Number Fax Number Fax Number Fax Number Signature of Authorized Representative Print" Name and Title Date of Signature	2,€0)

Initial if business is minority or woman owned; if not, "N/A":

Woman owned: NA Minority owned: NA

BID FORM (PRICING PAGE) SWIM GEAR (ANNUAL CONTRACT) RFB No. 19-0030

	SIZE	ESTIMATED QUANTITY	MANUFACTURER	UNIT PRICE	EXTENDED BID PRICE	
_	Speedo Roll Waist C		letters 'LIFEGUARD' R	OYAL BLUE, 100%	% Cotton LGS4460	
	X-SMALL	6	Rise Aguatics	\$ 15	\$ 90	JOILLE
	SMALL	12		\$	\$ 180	Dovil8
	MEDIUM	12	`	\$	\$ 180	200691
	LARGE	12		\$	\$ 180	3,00660
8	X-LARGE	6		\$	\$ 90	Jirity's
	TYR Female Guard	l Shorts w/Pockets, NA		6330W		
	X-SMALL	6	Rise Aguertica	\$ 15	\$ 90	2004693
	SMALL	12		\$	\$ 180	3006 694
	MEDIUM	12		\$	\$ 180	200695
	LARGE	12		\$	\$ 190	2006696
É	X-LARGE	6		\$	\$ 90	300641
		d Ringback Workout F	Bikini, NAVY, 100% Polye	ester LUS 260	2.O	J
_	XX-SMALL	6	Risc Aguatics	\$ 2 2	\$ 132	3006698
	XX-SMALL X-SMALL	12	10	\$	\$ 264	200469
	X-SMALL SMALL	12		\$	\$ 264	2007201
		12	+ + +	\$	\$ 264	2007002
	MEDIUM	6	+	\$	\$ 132	200 702
	LARGE	6	+	\$	\$ 132	200700
	X-LARGE		Y, 80% Nylon, 20% Lycra			— "
_						300700
	XX-SMALL	6	Pise Agastics	\$ 22	\$ 132	200700 200700
	X-SMALL	12	i Cur	\$	\$ 264	
	SMALL	12		\$	\$ 264	201700 201700
	MEDIUM	12		\$	\$ 264	3.00766 3.00766
	LARGE	6		\$	\$ 132	
Œ.	X-LARGE	6	1	\$	\$ 132	2307016
		Tankini Set, NAVY, 80°	% Nylon, 20% Lycra	165216W		- 1000
	SIZE 28	2	Rise Aquertics	\$ 22	\$ 44	20070 20070
	SIZE 30	4	U	\$	\$ \$ 8	700-701 200701
## B	SIZE 32	4		\$	\$ 88	3 W 70
	SIZE 34	4		\$	\$ 88	30070
	SIZE 36	4		\$	\$ \$ 8	
	SIZE 38	6		\$	\$ 110	260701
	SIZE 40	6		\$	\$ 110	200701
	SIZE 42	6		\$	\$ 110	१८०७७७॥
		Bikini Set, NAVY, 80%		452640		20870
	X-SMALL	6	Pise Aguates	\$ 22	\$ 132	
	SMALL	12	10	\$	\$ 764	20070
	MEDIUM	24		\$	\$ 518	20070
	LARGE	12		\$	\$ 264	26070
	X-LARGE	6		\$	\$ 132	2007(

BID FORM (PRICING PAGE) SWIM GEAR (ANNUAL CONTRACT) RFB No. 19-0030

QUANTITY TYR Durafest Female Splice One Piece, NAVY, 53% Polyester, 47% Poly SIZE 28 2 Actual CS \$ SIZE 30 4 \$ \$ SIZE 32 4 \$ \$ SIZE 34 4 \$ \$ SIZE 36 4 \$ \$ SIZE 38 6 \$ \$ SIZE 40 6 \$ \$	yester PBT LGS	1660 \$ 44 \$ 88 \$ 28 \$ 88 \$ 88	2607024 2007025 2007021 260202
SIZE 28 2 Restricted \$ SIZE 30 4 \$ \$ SIZE 32 4 \$ \$ SIZE 34 4 \$ \$ SIZE 36 4 \$ \$ SIZE 38 6 \$ \$ SIZE 40 6 \$ \$		\$ 88 \$ 98 \$ 88	300763 300763
SIZE 30 4 \$ SIZE 32 4 \$ SIZE 34 4 \$ SIZE 36 4 \$ SIZE 38 6 \$ SIZE 40 6 \$		\$ Q8 \$ 88	8007021
SIZE 34 4 \$ SIZE 36 4 \$ SIZE 38 6 \$ SIZE 40 6 \$		\$ 88	
SIZE 36 4 \$ SIZE 38 6 \$ SIZE 40 6 \$			■ 3 人がつめる
SIZE 38 6 \$ SIZE 40 6 \$		\$ 8 %	
SIZE 40 6 \$		<u> </u>	J00 70J
0.1210 10		\$ 110	300703
		\$ 110	300703
SIZE 42 6		\$ 110	200703
TYR Male Guard Area Truck, NAVY, 100% Sanded Polyester LGS.	30GQ <u>) </u>		
SMALL 6 Rise Agrantics \$	18	\$ 10-8	200743
MEDIUM 12 \$		\$ 216	200703
LARGE 12 \$		\$ 216	7007031
X-LARGE 12 \$		\$ 216	J00703s
XX-LARGE 6 \$		\$ 108	<u> </u>
TYR Guard Visor, WHITE 8777 W		248 60	AIOAAA
UNIFT 50 Flex GA	7.97	398.50	210000
. TYR Lifeguard Cap Low Profile, WHITE 6 প্র			200009
UNFIT 50 Rise Agastics \$	<u> </u>	\$ 250	- Anno i
. Fox 40 Cushioned Mouth Grip Whistle, RED 178	2	0 0-4 35	300703
75 Fax 40 \$	3,45	\$ 258.75	- 3007V
. Woven Lifeguard Neck Lanyard, RED/WHITE	50	112.50	260704
75 Kisc Aquatics	1.50	112.00	
3. 50" Super Rescue Tube, RED LOO Mesh			2000
25 Rise Aquatics \$	59	\$ 1,475	200704
I. PROLITE Backboard ECO, ORANGE 860			
6 Rise Aquatics \$	220	\$ 1,320	300704
5. PROLITE Pedi-Lite Straps 721 ES			
6 Rix Aquatics \$	10	\$ 60	20070
5. Universal Head Immobilizer, RED 865			
6 Rise Aboutics \$	55	\$ 330	200705
7. Solartek Umbrella, RED 1150			
25 Solastek \$	48.50	\$ 1,212.50	2 - 284
B. Lifeguard Chair 33" L x 29" W x 51" H, WHITE LG 505			200704
UNFIT 25 Tail Wind \$	560	\$ 14,000	300700
CON	TRACT TOTAL:	\$ 26,605,25	_

Product Literature

All products can be found on our website: www.thelifeguardstore.com

LGS44GU-With two convenient storage pockets and a comfortable fit, this short is perfect for all kinds of water activities.

- Approximately 4" inseam
- Elastic waistband with external drawstring closure
- 100% Polyester w/stretch
- Lightweight, Breathable, Elastic Waistband, No Liner
- Two front mesh pockets, Full secure and adjustable drawcord
- Durable solid color short with fold over contrast waistband
- Guard logo on lower left leg

LGS33GUS- Our Guard Board Short for women showcases 94% Polyester / 6% Spandex Construction, for lightweight comfort and accelerated dry time. Engineered for lifeguards, the Female Guard Short is a perfect choice for the pool or beach and offers enhanced protection from both sun and chlorine. Featuring a Guard Logo for increased visibility, our female Board Short separates you from the crowd and authenticates your role. A drawstring waist allows for a customized fit while a side pocket treatment provides small storage. Safety's first, but style matters.

Features

- GUARD logo screen printed on left thigh
- Approximately 5" inseam
- Side pocket
- Elastic waistband with external drawstring closure
- 94% Polyester / 6% Spandex



LGS26GU- 91% Polyester/9% Spandex, lining: 100% Polyester. Comfort you expect in quality swimwear

Improved long-lasting fit, UPF 50+ sun protection. Lasts 5-10 times longer than ordinary

Poly/Spandex

Our technology gives durable protection against the degradation that can result from sunscreen, chlorine, salt, heat and body oils.

Flat-locked seams, seams lay flatter and closer to the body. Comfortable fit, won't chafe against skin.

LGS12GU-91% Polyester/9% Spandex, lining: 100% Polyester. Comfort you expect in quality swimwear

Improved long-lasting fit, UPF 50+ sun protection. Lasts 5-10 times longer than ordinary Poly/Spandex

Our technology gives durable protection against the degradation that can result from sunscreen, chlorine, salt, heat and body oils.

Flat-locked seams, seams lay flatter and closer to the body. Comfortable fit, won't chafe against skin. Long-lasting color retention

LGS21GU- 91% Polyester/9% Spandex, lining: 100% Polyester. Comfort you expect in quality swimwear

Improved long-lasting fit, UPF 50+ sun protection. Lasts 5-10 times longer than ordinary Poly/Spandex

Our technology gives durable protection against the degradation that can result from sunscreen, chlorine, salt, heat and body oils.

Flat-locked seams, seams lay flatter and closer to the body. Comfortable fit, won't chafe against skin. Long-lasting color retention

LGS16GU- 91% Polyester/9% Spandex, lining: 100% Polyester. Comfort you expect in quality swimwear

 Improved long-lasting fit, UPF 50+ sun protection. Lasts 5-10 times longer than ordinary Poly/Spandex

 Our technology gives durable protection against the degradation that can result from sunscreen, chlorine, salt, heat and body oils.

 Flat-locked seams, seams lay flatter and closer to the body. Comfortable fit, won't chafe against skin. Long-lasting color retention

LGS30GUS- Our Guard Boardshort showcases 94% Polyester / 6% Spandex construction for both comfort and accelerated dry time. Engineered for casual and active use, it features an elastic waistband with drawstring closure, as well as a hook and loop side velcro pocket for small storage. Contrast stitching and piping creates an athletic look, while a 9.5" base inseam allows for added leg coverage and a built-in boxer style liner provides support.

With UPF 50+ protection and a visible guard logo for rapid identification, this boardshort is ideal for pool, waterpark and beach use. Saving lives is our business, so it's only natural the suits we manufacture live up to the job. With three convenient storage pockets and a comfortable fit, this Guard Boardshort is perfect for all kinds of water activities.

- GUARD logo screen printed on left thigh. Approximately 19" out seam
- Side utility pocket with hook and loop closure and eyelet for drainage
- Side pockets with mesh liner. Elastic waistband with external drawstring closure
- 100% Polyester w/stretch. CoolPlus liner not porthole mesh



8777W-Choose the FlexFit visor for unparalleled comfort and trusted quality. This visor is one of our most popular lifeguard hats. Customize it with "lifeguard," "instructor," or even with a custom logo embroidery - the options are endless! Patented technology weaves spandex into the sweatband and throughout the entire crown, providing a superbly comfortable fit.

- Only the FlexFit® brand features the patented Permacurv® visor that maintains its original shape and curve
- 2 ½" crown. 6 7/8" 7 1/2". 63% Polyester / 34%Cotton / 3% Spandex
- Embroidered Guard logo. Washable.

698-The RISE Aquatics Guard cap is 100% cotton, low-profile fitted cap with sewn eyelets. Has 6 panels and a fabric strap in back with brass buckle for the perfect fit. Guard and Cross logo embroidered on front.

- Constructed from 100% cotton with a low-profile fitted style and sewn eyelets
- 6 Panels and a fabric strap in back with a brass buckle for a custom, comfortable fit
- · Guard and Cross logo embroidered on the front. One size fits most

178-The Fox 40 Classic whistle with Mouthguard has set the industry standard for its intense tone that can cut through noise over long distances. These lifeguard whistles have a cushioned mouthguard for superior grip and protection of the teeth.

- 3-chamber pealess with mouthguard design. Sound power: 115dB
- Fox 40 Classic Whistle with mouthguard is has a cushioned mouth grip for greater durability!
- · A whistle with an intense, penetrating tone
- The Fox 40 cuts through crowd noise and can be heard over long distances
- It cannot be over-blown. The Fox 40 has no pea to collect dirt and bacteria
- Wet or dry, this dependable, durable lifeguard whistle provides unmatched safety

183L-Our Guard Lanyard is made of woven nylon webbing and includes a metal clip for a whistle or other small piece of lifeguard equipment.

- Woven nylon webbing with metal clip for whistle
- Colors: Red with black lettering or Navy with yellow lettering.

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100MESH-This Super Tube is rescue tube is approximately 50" long x 6"

wide x 3.5" thick.

860- Rise Aquatics Spineboard. Heavy duty shell construction. All of the strength is built into the shell and therefore there are no stiffeners in them. (x-ray translucent).

Specifications:

- Dimensions: 72 x 16 x 2. Weight: 17 lbs. Load Capacity: 600 lbs.
- One of the most X-ray translucent backboards available

Kit includes the following: 16"Plastic Spineboard w/Buckle straps & Universal Head Immobilizer.



721RS-The Pro-Lite PEDI-LITE Strap Set is designed for easy use with its 4 color-coded straps and double adjusting buckles.

Features

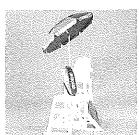
- Straps are 50" in length
- 2" polypropylene
- 2" plastic side release double adjusting buckle
- 4 color-coded straps for easy application
- · Colors: Orange, Black, Yellow, Navy



865-The Rise Aquatics Universal Splash Head Immobilizer is a metal-free, widely-compatible immobilizer option.

- Compatible with most spineboards
- Comes with two head/chin straps and base plate that easily adheres to the board
- · Wide, fast-stick closures
- Up to 50% more support surface
- · Features large circular holes to monitor bleeding and allow fluid drainage

- · Lack of metal components means it can be worn during x-rays, CT scans and MRIs
- · Waterproof and buoyant
- Easy to clean
- 10"L x 16"W x 7"H, ear holes 3.5



1150-Solartek Umbrella. 55+ UPF Rating. Poly/Acrylic Blend

- Pole Diameter 1 inches. Pole features push-button tilting device that allows user to position the umbrella
- Pole Diameter at base 1.5 inches



LG505-Our Recycled Plastic Platform Lifeguard Chair-in-a-Box is made of weather resistant, low maintenance recycled plastic. This lifeguard chair requires some assembly and unlike most lifeguard chairs can be delivered by UPS. Includes built-in drink and umbrella holders.

- Unsurpassed quality. Made in the USA of recycled plastic
- · Climate friendly. Will not rot, splinter or rust
- Stainless steel hardware. Low maintenance
- The original Lifeguard Chair-in-a-Box with the addition of a platform with non-slip surface.
- Includes cup holder and umbrella holder.
- Measures 33"L x 29"W x 51"H. Seat height 30". Weight 75 lbs.
- · Can be delivered by UPS; easy assembly.
- Colors: White, Red (Add \$75.00) Cedar, Green, Sand

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

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

January 31, 2019

ADDENDUM: NUMBER ONE

SUBJECT:

RFB NO. 19-0030

Swim Gear (Annual Contract)

NITIAL	<u></u>	COMPANY NAME:
CORR		RE INFORMED THAT THE REFERENCED BID IS HEREBY MODIFIED, O OR SUPPLEMENTED AS SPECIFIED, DESCRIBED AND SET FORTH IN THIS I.
The R	FB due	date will remain the same: February 20, 2019, no later than 2:30 PM EST.
City's	respons	e to the following submitted question(s):
1. Qu	estion:	"For the lifeguard suits am I able to bid out my Original Watermen Brand suits & board shorts? Alternatively, does it have to be the brand stated in the bid? I would be happy to send samples if necessary."
An	ıswer:	The City wishes to maintain uniformity with current lifeguard suits. Therefore, we only wish to receive bids on the brands specified in the bid,
2. Qu	estion:	"Please provide the line item breakdown of the swim gear tabulation. The Lifeguard Store total is not what we are needing."
An	iswer:	See line item breakdown on page two & three.



CL Description	Unit	Unit Price
Swim Gear/Speedo Roll Waist Cheer Shorts; (X-Small) (PA)	EA	\$9.00
Swim Gear/Speedo Roll Waist Cheer Shorts; (Small) (PA)	EA	\$9.00
Swirn Gear/Speedo Roll Waist Cheer Shorts; (Medium) (PA)	EA	\$9.00
Swim Gear/Speedo Roll Waist Cheer Shorts; (large) (PA)	EA	\$9.00
Swim Gear/Speedo Roll Waist Cheer Shorts; (X-large) (PA)	EA	\$9.00
Swim Gear/TYR Female Guard Shorts; (X-Small) (PA)	EA	\$22.00
Swim Gear/TYR Female Guard Shorts; (Small) (PA)	EA	\$22.00
Swim Gear/TYR Female Guard Shorts; (Medium) (PA)	EA	\$22.00
Swim Gear/TYR Female Guard Shorts; (Large) (PA)	EA	\$22.00
Swim Gear/TYR Female Guard Shorts; (X-Large) (PA)	EA	\$22.00

CL Description	Unit	Unit Price
Swim Gear/TYR Female Guard Bikini; (XX-Smail) (PA)	EA	\$29.00
Swim Gear/TYR Female Guard Bikini; (X-Small) (PA)	EA	\$29.00
Swim Gear/TYR Female Guard Bikini; (Large) (PA)	EA	\$29.00
Swim Gear/TYR Female Guard Bikini; (X-Large) (PA)	EΑ	\$29.00
Swim Gear/TYR Guard Dimaxback One Piece; (XX-Small) (PA)	EA	\$35.00
Swim Gear/TYR Guard Dimaxback One Piece; (X-Small) (PA)	EA	\$35.00
Swim Gear/TYR Guard Dimaxback One Piece; (Small) (PA)	EA	\$35.00
Swim Gear/TYR Guard Dimaxback One Piece; (Medium) (PA)	EA	\$35.00
Swim Gear/TYR Guard Dimaxback One Piece; (Large) (PA)	EA	\$35.00
Swim Gear/TYR Guard Dimaxback One Piece; (X-Large) (PA)	EA	\$35.00

CL Description	Unit	Unit Price
Swim Gear/TYR Dimaxback Tankini Set, (Size 28) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Tankini Set; (Size 30) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Tankini Set; (Size 32) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Tankini Sel; (Size 34) (PA)	EA	\$ 35.00
Swim Gear/TYR Dimaxback Tankini Set, (Size 36) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Tankini Set; (Size 38) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Tankini Set; (Size 40) (PA)	EΑ	\$35.00
Swim Gear/TYR Dimaxback Tankini Set; (Size 42) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Bikini Set; (Size X-Small) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Bikini Set; (Size Small) (PA)	EA	\$35.00

Cl Description	Unit	Unit Price
Swim Gear/TYR Dimaxback Bikini Set; (Size Medium) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Bikini Sel; (Size Large) (PA)	EA	\$35.00
Swim Gear/TYR Dimaxback Bikini Set; (Size X-Large) (PA)	EA	\$35.00
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 28) (PA)	EA	\$32.50
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 30) (PA)	EA	\$32.50
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 32) (PA)	EA	\$32.50
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 34) (PA)	EA	\$32.50
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 36) (PA)	EA	\$32.50
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 38) (PA)	EA	\$32.50
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 40) (PA)	EA	\$32.50

CL Description	Unit	Unit Price
Swim Gear/TYR Durafest Female Splice 1-Piece; (Sz 42) (PA)	EA	\$32.50
Swim Gear/TYR Male Guard Area Trunk; (Sz Small) (PA)	EA	\$20.00
Swim Gear/TYR Male Guard Area Trunk; (Sz Medium) (PA)	EA	\$20.00
Swim Gear/TYR Male Guard Area Trunk; (Sz Large) (PA)	EA	\$20.00
Swim Gear/TYR Male Guard Area Trunk; (Sz X-Large) (PA)	EA	\$20.00
Swim Gear/TYR Male Guard Area Trunk; (Sz XX-Large) (PA)	EA	\$20.00
Swim Gear/TYR Male Guard Visor (PA)	EA	\$9.00
Swim Gear/TYR Lifeguard Cap Low Profile (PA)	EA	\$10.00
Swim Gear/Fox 40 Cushioned Mouth Grip Whistle (PA)	EA	\$3.10
Swim Gear/Woven Lifeguard Neck Lanyard (PA)	EA	\$1.50

CL Description		Unit Price
Swim Gear/50" Super Rescue Tube (PA)	EA	\$52.00
Swim Gear/Prolite Backboard ECO (PA)	EA	\$170.00
Swim Gear/Prolite Pedi-Lite Straps (PA)	EA	\$18.00
Swim Gear/Universal Head Immobilizer (PA)	EA	\$45,00
Swim Gear/Solarlek Umbrella (PA)	EA	\$38.50
Swim Gear/Lifeguard Chair (PA)	EA	\$575.00
Swim Gear/50" Rescue Tube - Color: Read (PA)	EA	\$32.00
Swim Gear/MAO Guard Female Board Short - Color Red (S) (PA)	EA	\$14.24
Swim Gear/MAO Guard Female Board Short - Color Red (M) (PA)	EA	\$14.24
Swim Gear/Solid Female Board Short - Color Red (L) (PA)	EA	\$14.24

CL Description	Unit	Unit Price
Swim Gear/Solid Female Board Short - Color Red (XL) (PA)	EA	\$14.24
Swim Gear: Aquatics Shield Trumpter Whistle (PA)	EA	\$0.55
Swim Gear, 19" Nylon Neck Lanyard (PA)	EA	\$0.55
Swim Gear, Waterpark Hip Pack w/Guard Logo (PA)	EA	\$4.50
Swim Gear; Pocket Mask (PA)	EA	\$6.00
Swim Gear, Prolite Pedi-Lite Spineboard Kit (PA)	EA	\$265.00
Swim Gear, Misc Items (PA)		\$0.00



COLUMBUS CONSOLIDATED GOVERNMENT Georgia's First Consolidated Government

FINANCE DEPARTMENT PURCHASING DIVISION

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

Date: January 24, 2019

INVITATION FOR BIDS RFB NO: 19-	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:
0030	SWIM GEAR
	(ANNUAL CONTRACT)
GENERAL SCOPE	Provide various types of swimming gear on an "as needed" basis to the Columbus Parks and Recreation Division. The contract term shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.
DUE DATE	FEBRUARY 20, 2019 – NO LATER THAN 2:30 PM (EST) Sealed bids must be received and time/date stamped on or before the due date by the Purchasing Division of the Consolidated Government of Columbus, Georgia, 5th Floor, Government Center Tower -100 10th Street, Columbus, Georgia.
	Bids will be opened during the 3:00 pm hour in the Conference of the Purchasing Division; 5 th Floor of the Government Center. Bidders are not required, but are invited to attend the bid opening.
ADDENDA	IMPORTANT INFORMATION Any and all addenda will be posted on the Purchasing Division's web page, at (https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this invitation please email <u>krobertson@columbusga.org</u> or complete the form on the back of this sheet and fax to 706-653-4109.

Andrea J. McCorvey Purchasing Division Manager



IMPORTANT INFORMATION e-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors. The City is using the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier. If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: <u>procurementhelp@doas.ga.gov</u>

STATEMENT OF "NO BID"

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

KEIUI	RIV 11115 FORM IMMEDIATELY 10: ATTIV: Reviii Robertson, Duyer					
EMAII	L: bidopportunities@columbusga.org					
FAX:	(706) 225-3033					
Mail:	Columbus Consolidated Government					
	Purchasing Division					
	P.O. Box 1340					
	Columbus, GA 31902-1340					
We, the	e undersigned decline to bid on your RFB No. 19-0030, for <u>Swim Gear</u> for the following reason(s):					
	Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain					
elow)						
	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)					
	ks:					
	derstand that if this statement is not completed and returned, our company may be deleted from lumbus Consolidated Government's bidders' list for this commodity or service.					
	COMPANY NAME:					
	ADDRESS:					
	AGENT:					
	DATE:					
	TELEPHONE NUMBER:					
	EMAIL ADDRESS:					

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS. The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

- 1. TERM "CITY." The term "City" as used throughout these documents will mean Consolidated Government of Columbus, 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. 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 readvertised.
- 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, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.
- 29. AFFIRMATIVE ACTION PROGRAM NON-DISCRIMINATION CLAUSE. The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.
- 30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, 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 readvertised 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 FAX FORM" TO FAX OR EMAIL QUESTION.

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

QUESTION/CLARIFICATION FAX FORM

DAT:	E:				
TO:	E-MA	Robertson, BUYER IL: <u>bidopportunities@</u> NO: (706) 225-3033	columbusga.org		
RE:	RFB N	NO. 19-0030 – <u>Swim Ge</u>	ar (ANNUAL CON	NTRACT)	
(Qu wri	estions ting, at l	concerning specification	ns and/or requests ays (Monday - Frid	for clarification m ay) prior to due da	HE SPECIFICATIONS: ust be submitted, in te. Questions received less
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			***************************************	www.an .	
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				The state of the s	
	From:	Vendor Name			
		Representative			E-mail Address
		Complete Address	City	State	Zip Code
		Telephone Number			

SPECIFICATIONS FOR SWIM GEAR RFB No. 19-0030 (ANNUAL CONTRACT)

I. SCOPE:

The Consolidated Government of Columbus, Georgia (the City) Parks and Recreation Division are seeking vendors to provide the following items, on an "as needed" basis:

Speedo Roll Waist Cheer Shorts w/WHITE Letters	TYR Lifeguard Cap Low Profile WHITE
"LIFEGUARD" ROYAL BLUE 100% Cotton	- 10 0 11 11 11 0 1 1 1 1 1 DED
TYR Female Guard Short w/Pockets NAVY 100%	Fox 40 Cushioned Mouth Grip Whistles RED
Polyester	
TYR Female Guard Ringback Workout Bikini, NAVY,	Woven Lifeguard Neck Lanyard RED/WHITE
100% Polyester	
TYR Guard Dimaxback One Piece, NAVY, 80%	50" Super Rescue Tube RED
Nylon/20% Lycra	Y
TYR Dimaxback Tankini Set, NAVY, 80% Nylon/20%	Prolite Backboard ECO ORANGE
Lycra	
TYR Dimaxback Bikini Set, NAVY, 80% Nylon/20%	Prolite Pedi-Lite Straps
Lycra	
TYR Durafest Female Splice One Piece, NAVY, 53%	Universal Head Immobilizer RED
Polyester/47% Polyester PBT	
TYR Male Guard Areo Trunk NAVY 100% Sanded	Solartek Umbrella RED
Polyester	
TYR Guard Visor, WHITE	Lifeguard Chair 33" L x 29" W x 51" H WHITE
	the term of the contract. Price auotes will be obtained

The City reserves the right to add related items during the term of the contract. Price quotes will be obtained from the successful vendor(s) for the additional items.

II. BRAND NAMES DISCLOSURE:

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturer's 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. The City will consider any proposal that is equivalent to or surpasses stated specifications. Determination of equivalency shall rest solely with the City.

III. CONTRACT PERIOD:

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

This is a requirement type contract, which will permit the purchase of items listed in the quantities to be designated at the time the orders are placed. The City may purchase more, less, none, or all of the items contained in these specifications.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Officer, 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, Georgia. In the event that the necessary funding is not approved, then the

affected multi-year connact becomes null and void, effective Jul, 1st of the fiscal year for which such approval has been denied.

B. Termination for Convenience

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

IV. PRICE ADJUSTMENT 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.

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 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.

V. <u>SUBMISSION REQUIREMENTS</u>

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

- A. Bid Form (Pricing Page): Provide all information requested.
- B. Provide Product Literature: Bidder shall submit with their bid the latest printed specifications and advertising literature on the item(s) they propose to furnish.
- C. Addenda: Acknowledge receipt of addenda (if any). Provide an initialed copy of each addendum or initial the appropriate area on the bid form. It is the vendor's responsibility to contact the City for copies of addenda if they receive their bid document from any source other than the City.

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

1). <u>Business License</u>: Vendors located in Muscogee County shall submit a current copy of their City of Columbus business license. If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

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

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

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

Bids must be delivered sealed in an envelope or package, which shall reference the vendor's name, full address and the Bid number and/or Bid name. Mail or deliver quote to:

Columbus Consolidated Government **Purchasing Division**

Re: RFB No. 19-0030, Swim Gear (Annual Contract)

Mail

Deliver 5th Floor - Government Center Tower P. O. Box 1340

100 10th Street Columbus, GA 31902-1340

Columbus, Georgia 31901

AWARD/ORDER/DELIVERY/INVOICE: VI.

A. Award: The City will award this bid to the lowest, responsive, responsible vendor. The City will be the judge of the factors and will make the award accordingly. Should the successful vendor not be able to supply the required services the City reserves the right to procure from other sources.

- B. Order: After award of the bid, the successful vendor will receive official purchase orders from the City, on an as "needed basis".
- C. Delivery: All freight, shipping, and/or delivery charges must be included in the bid price. No additional freight, shipping and/or delivery charges will be authorized. delivered to the following location:

Parks and Recreation **Aquatics Division** 107 41st Street Columbus, Georgia 31904

D. Invoices: After satisfactory delivery, the successful vendor shall forward an invoice to the following address. The invoice shall reference the purchase order number. Failure to reference the purchase order number may delay payment of the invoice:

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

TERMINATION OF CONTRACT VII.

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 en (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 deeded 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 supplies delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Division 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 deeded in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

BID FORM (PRICING PAGL, SWIM GEAR (ANNUAL CONTRACT) RFB No. 19-0030

SIZE	ESTIMATED QUANTITY	MANUFACTURER	UNIT PRICE	EXTENDED BID PRICE
1. Speedo Roll Wai	st Cheer Shorts w/WHITE	letters 'LIFEGUARD' R		
X-SMALL	6		\$	\$
SMALL,	12		\$	\$
MEDIUM	12		\$	\$
LARGE	12		\$	\$
X-LARGE	6		\$	\$
7-10-10-10-10-10-10-10-10-10-10-10-10-10-	ard Shorts w/Pockets, NA	VY, 100% Polyester	and the second s	
X-SMALL	6		\$	\$
SMALL	12		\$	\$
MEDIUM	12	-	\$	\$
LARGE	12		\$	\$
X-LARGE	6		\$	\$
3. TYR Female G	uard Ringback Workout B	ikini, NAVY, 100% Polye	ester	
XX-SMALL	6		\$	\$
X-SMALL	12		\$	\$
SMALL	12		\$	\$
MEDIUM	12		\$	\$
LARGE	6		\$	\$
X-LARGE	6		\$	\$
4. TYR Guard Dir	naxback One Piece, NAVY	, 80% Nylon, 20% Lycra		
XX-SMALL	6		\$	\$
X-SMALL	12		\$	\$
SMALL	12		\$	\$
MEDIUM	12		\$	\$
LARGE	6		\$	\$
- X-LARGE	6		\$	\$
5. TYR Dimaxba	ck Tankini Set, NAVY, 80%	% Nylon, 20% Lycra		
SIZE 28	2		\$	\$
SIZE 30	4		\$	\$
SIZE 32	4		\$	\$
SIZE 34	4		\$	\$
SIZE 36	4	1000	\$	\$
SIZE 38	6		\$	\$
SIZE 40	6	Mills 9 a c c c	\$	\$
SIZE 42	6		\$	\$
	k Bikini Set, NAVY, 80%	Nylon, 20% Lycra		
X-SMALL	6		\$	\$
SMALL	12		\$	\$
MEDIUM	24		\$	\$
LARGE	12		\$	\$
X-LARGE	6		\$	\$
COMPANY NAME	•			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

BID FORM (PRICING PAGE, SWIM GEAR (ANNUAL CONTRACT) RFB No. 19-0030

		Krd No. 19-003		
SIZES	ESTIMATED	MANUFACTURER	UNIT	EXTENDED BID PRICE
7 TYD D 24 E	QUANTITY	AVV 520/ Dobroston 470/	PRICE	DID PRICE
7. TYR Duratest Fem: SIZE 28	ale Splice One Piece, NA 2	AVY, 53% Polyester, 47%	\$	\$
SIZE 28	4		\$	\$
SIZE 32	4		\$	\$
SIZE 32	4		\$	\$
SIZE 34	4		\$	\$
SIZE 38	6		\$	\$
SIZE 40	6		\$	\$
SIZE 42	6		\$	\$
8. TYR Male Guard A		% Sanded Polyester		
SMALL	6		\$	\$
MEDIUM	12		\$	\$
LARGE	12		\$	\$
X-LARGE	12		\$	\$
XX=LARGE	6		\$.	\$
9. TYR Guard Visor	, WHITE		·	
UNIFT	50			
10. TYR Lifeguard Ca				
UNFIT	50		\$	\$
11. Fox 40 Cushioned I	Mouth Grip Whistle, R	ED		
	75		\$	\$
12. Woven Lifeguard N	leck Lanyard, RED/WI	HITTE		
The second secon	75			
13. 50" Super Rescue T	Tube, RED			
	25		\$	\$
14. PROLITE Backboa	ard ECO, ORANGE			,
	6		\$	\$
15. PROLITE Pedi-Lit	e Straps	<u> </u>		
	6		\$	\$
16. Universal Head Im				
	6		\$	\$
17. Solartek Umbrella,		_		
	25		\$	\$
18. Lifeguard Chair 33	" L x 29" W x 51" H, V	VHITE		
UNFIT	25		\$	\$
		C	ONTRACT TOTAI	J: \$
COMPANY NAME:				

BID FORM (PRICING PAGL, SWIM GEAR (ANNUAL CONTRACT) RFB No. 19-0030

IMPORTANT INFORMATION

Each bidder shall include the following information with bid submission. Bidder shall submit THE ORIGINAL AND ONE IDENTICAL COPIE(S). The City reserves the right to request any omitted

· · · · ·	Bid Form (Pricing Pages) 🔲 Produ	ıct Literatur	e	
Initial below	to acknowledge receipt of the follow	ing addenda	(if any):	
Addendum No. 1	Addendum No. 2	Addendum	No. 3	
Orders will be delivered within _	days after receipt of purch	ase order.		
Vendor's Name			Com	pany Tax ID#
endor's Street Address		City	State	Zip Code
Vendor's Remittance or Mailing Ad	dress (If different than above)	City	State	Zip Code
	dress (If different than above) Fax Number	City	State Email Ac	•
Phone Number	Fax Number	•		ldress
Vendor's Remittance or Mailing Ad Phone Number Signature of Authorized Representat Initial if bu	Fax Number	Citle	Email Ac	ldress

ATTACHMENT (A)

(Rev. October 2018)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

Internal	Revenue Service	➤ Go to www.irs.gov/FormW9 f	or instructions and the late	est inform	nation.					
	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								
اب						,				
page 3.	3 Check appropria following seven i	te box for federal tax classification of the person who boxes.	se name is entered on line 1. Ch	neck only or	ne of the	certa	emption In entitie actions o	s, not in	dividua	
<u> </u>	[Individual/soi	e proprietor or 🔲 C Corporation 🔲 S Corp	oration Partnership	aunT 🔲	t/estate					
3 %	single-memb					Exem	ipt payer	code (if	any)_	
¥ĕ		ty company. Enter the tax classification (C=C corpora								
Print or type. Specific Instructions on page	LLC if the LLC another LLC !	the appropriate box in the line above for the tax class C is classified as a single-member LLC that is disrega that is not disregarded from the owner for U.S. federa I from the owner should check the appropriate box for	rded from the owner unless the o I tax purposes. Otherwise, a sing	owner of th gle-membe	e LLC is	2040	iption fro (if any)	m FAIC	:A repo	rting
Ç.	Other (see Ins	., ,	i die tax ciassification of ha owi	161 -		(Applie	a io accouni	entatniern e	d culside	the U.S.)
å		r, street, and apt. or suite no.) See instructions.	////	Requeste	r's name	and ad	dress (or	tional)		
See	•			1						
8	6 City, state, and 2	IP code								
	7 List account num	ber(s) here (optional)		1						
Par	Tayna	ver Identification Number (TIN)								
		propriate box. The TIN provided must match th	e name given on line 1 to av	oid :	Social se	curity r	number			
backuj	withholding. For	individuals, this is generally your social securi	ry number (SSN). However, f	for a		1		ĪĪ	\Box	
		rietor, or disregarded entity, see the instruction yer Identification number (EIN). If you do not ha		ata		-		-		
TIN, la		, a , a a , a , a , a , a , a , a , a ,	,	<u>o</u>						
Note:	if the account is in	more than one name, see the instructions for	line 1. Also see What Name	and 📙	Employer	identi	fication	number		_
Numbe	er To Give the Red	quester for guidelines on whose number to ente	er.			_ -				
						ــــــــــــــــــــــــــــــــــــــ	Ll			
Part										
	penalties of perju	ry, r certify that. n this form is my correct taxpayer identification	number for I am waiting for	a number	to be iss	ued t	o mel: a	nd		
2. I am Serv	not subject to ba rice (IRS) that I arr	ickup withholding because: (a) I am exempt fro a subject to backup withholding as a result of a backup withholding; and	m backup withholding, or (b)	l have no	at been n	otified	by the	Interna	l Reve me th	nue at I am
	- ,	other U.S. person (defined below); and								
4. The	FATCA code(s) er	ntered on this form (if any) indicating that I am	exempt from FATCA reportin	ng is corre	ct.					
you ha	ve failed to report a	 You must cross out item 2 above if you have beat interest and dividends on your tax return. For rent of secured property, cancellation of debt, convidends, you are not required to sign the certifical 	eal estate transactions, item 2 tributions to an individual retin	does not rement arra	apply, Fo angement	r mort : (IRA).	gage int and ge	erest pa neraliv.	ald, payme	ents
Sign Here	Signature of U.S. person ➤		I	Date ►						
Ger	eral Instr	uctions	Form 1099-DIV (div funds)	vidends, ir	ncluding	those	from st	ocks o	r mutu	al .
Section	n references are to	o the Internal Revenue Code unless otherwise	• Form 1099-MISC (various ty	pes of In	come,	prizes,	award:	s, or g	ross
Future		For the latest information about developments its instructions, such as legislation enacted	proceeds) • Form 1099-B (stoc		al fund s	ales a	nd certa	iin oth∈	er.	
after th	ey were publishe	d, go to www.irs.gov/FormW9.	transactions by brok • Form 1099-S (proc	•	n real est	ate tra	ınsaçtic	ns)		
Purp	ose of For	m ·	 Form 1099-K (mercent) 							•
informa	ation return with th	orm W-9 requester) who is required to file an ne IRS must obtain your correct taxpayer	• Form 1098 (home r 1098-T (tuition)		,	1098	-E (stud	ent loa	n inter	est),
		N) which may be your social security number er identification number (ITIN), adoption	• Form 1099-C (cand							
taxpay	er identification n	umber (ATIN), or employer Identification numbe	r • Form 1099-A (acqu							
amoun	t reportable on an	ormation return the amount paid to you, or other Information return. Examples of information	alien), to provide you	ur correct	TIN.					
	1099-INT (interes	not Ilmited to, the following. at earned or paid)	If you do not return be subject to backup later.							

Form W-9 (Rev. 10-2018)

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

- 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
- 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 allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident 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 allen or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or Instrumentalities
- 3-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Golumbia, or a U.S. commonwealth or nossession
- 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 ¹	Generally, exempt payees 1 through 5²		
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4		

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

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)

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

if you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See What Name and Number To Give the Requester, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

² 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.

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

What Name and Number To Give the Requester

Must hame and manne	To dive the nequester
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ⁵
Sole proprietorship or disregarded entity owned by an Individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(I) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an Individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The braker or nominee

For this type of account:	Give name and EIN of
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ 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.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ 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.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships, earlier.
- *Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mirric 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 scarn 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of Identity theft, see www.ldentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

SWIM GEAR (ANNUAL CONTRACT) RFB NO. 19-0030

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

[] 1. THE BID HAS BEEN SIGNED.
[] 2. THE PRICES HAVE BEEN CHECKED.
[] 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
[] 4. ALL BID SUBMISSION REQUIREMENTS (Page 12 of 24 Pages)
[] 5. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

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

[] 6. THE MAILING ENVELOPE HAS BEEN SEALED AND MARKED WITH THE:

BID TITLE: Swim Gear (Annual Contract)

BID NUMBER: **RFB 19-0030** OPENING DATE: **February 20, 2019**

Note: Opening date subject to change by Addendum.