

# COLUMBUS CONSOLIDATED GOVERNMENT ANNUAL CONTRACT ROUTING MEMORANDUM

**DATE:** June 24, 2020

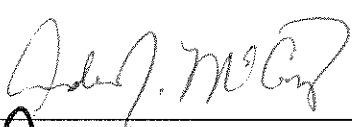
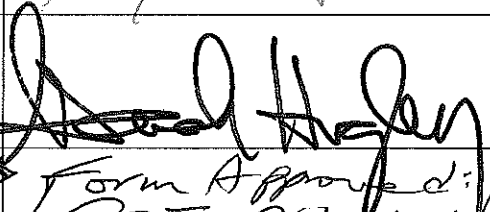
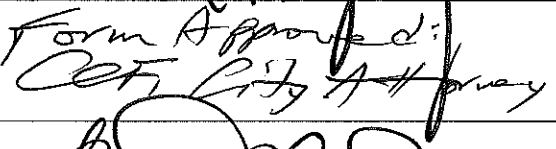
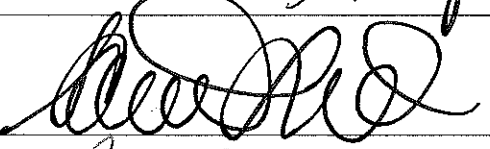
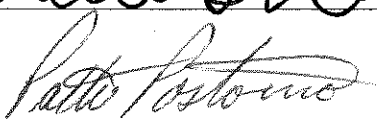
**SUBJECT:** STONE (Annual Contract); RFB No. 20-0060

**FROM:** Patti Postorino, Purchasing Division

Please route for appropriate signatures, copies of the attached contract with Columbus Quarry, LLC (Contractor). The firm will provide various grades of stone on an "as needed" basis to be picked up or delivered to Columbus Consolidated Government. The term of this contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the Contractor. Funds are budgeted each fiscal year for this on-going expense:

**Public Works:** Sewer Fund – Public Works – Sewer Maintenance – Operating Materials, 0202-260-3210-SWRM-6728; Paving Fund – Public Works – Repairs and Maintenance – Road Maintenance Materials, 0203-260-3110-REPR-6726; Integrated Waste Management Fund – Public Works – Pine Grove Landfill – Operating Materials, 0207-260-3560-PGRO-6728; and other project accounts as needed.

**Council authorized this contract per Resolution No. 149-20, dated June 9, 2020 (copy is attached).**

Signatories	Signatures Required ( <i>No initials please</i> )	Date
<b>Purchasing Division Manager</b> Signature of Approval		6/24/20
<b>City Attorney:</b> Signature required on Contracts		6/25/2020
<b>City Manager:</b> Signature required on Contracts	Form Approved: 	6/30/20
<b>Clerk of Council:</b> Signature Required on Contracts & Attest/Seal		6-30-2020
<b>Buyer:</b> Process / Distribute		06/30/2020

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

# CONTRACT

THIS CONTRACT, executed this 30<sup>th</sup> day of June 2020, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Columbus Quarry, LLC** (Columbus, GA), hereinafter called the "Contractor".

## WITNESSETH:

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

1. That the Contractor met all proposal requirements and was evaluated most responsive for providing **STONE (Annual Contract)**, per **RFB No. 20-0060**, and was awarded the Contract by Columbus City Council on Tuesday, June 9, 2020, Resolution No. 149-20, for the contract term of two years, beginning July 1, 2020 through June 30, 2022, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.
2. The Contractor will, at its own cost and expense, furnish all tools, materials and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the Contractor's Business Requirements, the City's Request for Bids, dated April 30, 2020 (and all addenda thereto), the Contractor's bid dated May 27, 2020 and the proposal clarification documents which are attached hereto as exhibits "A", "B", "C" and "D" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

**CONTRACT SIGNATURE PAGE**  
**STONE (ANNUAL CONTRACT)**  
**RFB No. 20-0060**

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

Chris McGough  
 Witness as to the signing of the contract

Chris McGough  
 Witness as to the signing of the contract

(Corporate seal, if applicable)

William C. Foley 5-26-20  
 Signature of Authorized Representative Date

William Foley President  
 Print Name and Title of Signatory

Columbus Quarry LLC  
 Company Name

**Company Ordering Address**

3001 Smith Rd.  
Forston, GA. 31808  
 Contact Chris McGough  
 Email cmcgough@theconcreteco.com  
 Telephone (334) 850-0877  
 Fax (706) 569-4452

**Company Payment Address**

P.O. Box 2447  
Columbus Ga 31902  
 Contact Kelly Drew  
 Email kdrew@theconcreteco.com  
 Telephone 706-569 4426  
 Fax 706 569 4452

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this 26<sup>th</sup> day of June 20 20

Isiah Hugley  
 Isiah Hugley, City Manager

ATTEST:

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

APPROVED AS TO LEGAL FORM:

Clifton E. Fay City Attorney  
 Clifton E. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. 149-20  
Sandra T. Davis  
 Clerk of Council

RESOLUTION

NO. 149-20

A RESOLUTION AUTHORIZING THE PURCHASE OF STONE FROM COLUMBUS QUARRY, LLC (COLUMBUS, GA) ON AN "AS NEEDED" BASIS, FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$240,060.00.

WHEREAS, the Public Works Department uses approximately five hundred tons of various grades of stone per month for drainage ditches, parking lots and along right-of-ways around the City; and,

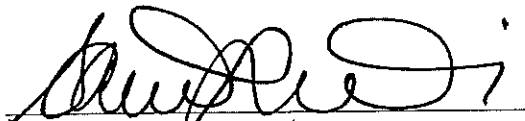
WHEREAS, the initial term of the contract shall be for two (2) years with option to renew for three (3) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to purchase stone from Columbus Quarry, LLC (Columbus, GA), on an "as needed" basis, for the estimated annual contract value of \$240,060.00. Funds are budgeted each fiscal year for this on-going expense: Sewer Fund – Public Works – Sewer Maintenance – Operating Materials, 0202-260-3210-SWRM-6728; Paving Fund – Public Works – Repairs and Maintenance – Road Maintenance Materials, 0203-260-3110-REPR-6726; Integrated Waste Management Fund – Public Works – Pine Grove Landfill – Operating Materials, 0207-260-3560-PGRO-6728; and other project accounts as needed.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 9<sup>th</sup> day of June 2020 and adopted at said meeting by the affirmative vote of seven members of said Council.

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

  
Sandra T. Davis  
Clerk of Council

  
B. H. "Skip" Henderson, III  
Mayor

**EXHIBIT A**

*Columbus Consolidated Government*

*STONE (Annual Contract)*

*RFB No. 20-0060*

*Business Requirements*

1099 NEC

Scanned to folder

VC 33305

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

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

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

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

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

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

☐ Other (see instructions) ►

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

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

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

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

5 Address (number, street, and apt. or suite no.) See instructions.  
**1030 FIRST AVENUE**

6 City, state, and ZIP code  
**COLUMBUS, GA 31901**

7 List account number(s) here (optional)

8 Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ► 6-1-20

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Search by TIN

### Check for imported payees with non-matching TIN data and verify new payees

TIN Matching allows you to verify your Payee data against the IRS TIN Matching database to verify if you have

#### Sovos can take care of your mismatched TINs & B-Notices

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

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

[Print & Mail B-Notices](#)

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

#### Mismatched I

TIN

#### Individual TIN Lookup

Verify Individual Payee Social Security and Employer ID numbers.

Name:

TIN:

[Verify Payee](#)

**TIN Status: PASS**

**OFAC Check: PASS**

**DMF Check: PASS**

[Back to Home](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/23/2020

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C, No. Ext):</b> (866) 283-7122 <b>FAX (A/C, No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Columbus Quarry, LLC 1030 1st Ave Columbus GA 31901 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Zurich American Ins Co <b>INSURER B:</b> American Zurich Ins Co <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 16535 40142	

**COVERAGES**

CERTIFICATE NUMBER: 570082446477

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL0348675416	04/01/2020	04/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Specific Auto			BAP 3486851-15	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC348675516	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: RFB No. 20-0060, STONE (Annual Contract).

**CERTIFICATE HOLDER****CANCELLATION**

Columbus Consolidated Government Purchasing Division PO Box 1340 Columbus GA 31902-1340 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc.</i>

Holder Identifier :

570082446477

Certificate No :



**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

Company ID Number (numerical, 4-7 digits) 428485

Date of Authorization 07/01/2011

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

07/01/2011

Date of Authorization

Columbus Quarry, LLC

Name of Contractor

Stone (Annual Contract); RFB No. 20-0060

Name of Project

Columbus Consolidated Government

Name of Public Employer

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

Executed on May, 26, 2020 in Columbus (city), GA (state).

Tammy R. Hammonds

Signature of Authorized Officer or Agent

Tammy R Hammonds, Chief People Officer

Printed Name and Title of Authorized Officer or Agent

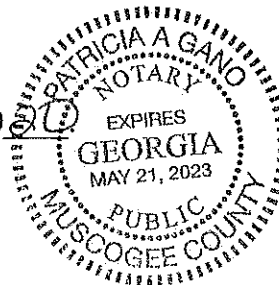
SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 26<sup>th</sup> DAY OF May, 2020

Patricia A Gano

NOTARY PUBLIC

My Commission Expires: May 21<sup>st</sup>, 2023



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

The Concrete Company  
Foley Products Company  
Foley Materials Company

(\*) Pd. for 2020 License  
But have not received.

### CHECK REQUEST

Columbus Quarry, LLC  
Fall Line Quarry, LLC  
Genet Concrete Products

DATE OF REQUEST	3/24/2020	DATE CHECK TO BE ISSUED	3/24/2020
PAYABLE TO:	Columbus Consolidated Government		
ADDRESS:	Revenue Division Occupational Tax Section PO Box 1397 Columbus, GA 31902-1397		
DESCRIPTION:	2020 Occupational Tax Return -CQ		

CHECK AMOUNT:	\$9,954.46	
ACCOUNTING PERIOD:		

ACCOUNTING DISTRIBUTION	AMOUNT	ACCOUNT NUMBER	DEPARTMENT CODE
	\$9,954.46	1250	909
	9,954.46	TOTAL AMOUNT DUE	

REQUESTED BY:	Chelsi Bradshaw
APPROVED BY:	<i>[Signature]</i>

SPECIAL INSTRUCTIONS:	
Please return to me for mailing	
Thanks!	

--

Un-  
Poste  
Rev. 10/01

# Occupation Tax

City of Columbus, Georgia

Date Issued: April 22, 2019  
Expires: December 31, 2019  
Renew by: April 1, 2020

License #: 173374

Business Address:

COLUMBUS QUARRY LLC  
JENKINS, TIM  
3001 SMITH ROAD  
FORTSON, GA 31808

C.O. #: 200100325

Account #: 06214301

Mailing Address:

COLUMBUS QUARRY LLC  
ATTN: TIM JENKINS  
PO BOX 2447  
COLUMBUS, GA 31902-

Business Name:

COLUMBUS QUARRY LLC

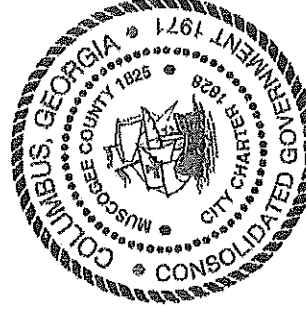
Type of Occupation:

CRUSHED AND BROKEN GRANITE M

Allowed Activities:

212313	DOM	CRUSHED AND BROKEN GRANITE M
212313		CRUSHED & BROKEN GRANITE MINING & QUARRYING
000001		ADMINISTRATIVE FEE

# 2019



*Angelica Alexander*

FINANCE DIRECTOR

The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this license, is hereby authorized to conduct the business stated above at the address outlined above in said city, provided however, that this license is granted subject to all provisions of the general tax ordinance of said city.

**SENDER: COMPLETE THIS SECTION**

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Columbus Consolidated Government  
Revenue Division - OCC Tax Section  
P.O. Box 1397  
Columbus, GA 31902-1397



9590 9402 5480 9249 6354 43

2. Article Number (Transfer from service label)

7017 0190 0000 0249 6604

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

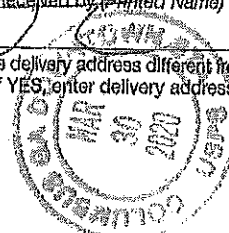
X

- ☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No



3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input checked="" type="checkbox"/> Certified Mail®                    | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input checked="" type="checkbox"/> Return Receipt for Merchandise  |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

**EXHIBIT B**

*Columbus Consolidated Government*

*STONE (Annual Contract)*

*RFB No. 20-0060*

*Request for Bids*

# COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



## FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901  
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340  
706-225-4087, Fax 706-225-3033  
[www.columbusga.org](http://www.columbusga.org)

Date: April 30, 2020

<b>REQUEST FOR BIDS:</b>  <b>RFB No: 20-0060</b>	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:  <b>STONE (ANNUAL CONTRACT)</b>
<b>GENERAL SCOPE</b>	Columbus Consolidated Government is requesting bids from qualified vendors to provide stone to be purchased on an "as needed" basis. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods. This contract will be awarded to a Primary and Secondary Contractor. The Primary and Secondary Contractors will be selected based on the two lowest responsive, responsible vendors, who best meet the specifications. The City will be the judge of the factors and will make the award accordingly. When items on this contract are needed, the Primary Contractor will be contacted first. If the Primary Contractor is unable to fill the order or make delivery, then the Secondary Contractor will be contacted.
<b>DUE DATE</b>	<b>MAY 27, 2020 - 2:30 PM (Eastern)</b>
<b>BID SUBMISSION REQUIREMENTS</b>	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. <b>Effective Immediately, bid responses must be submitted via DemandStar. See Appendix A for <i>Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.</i></b>
<b>ADDENDA</b>	<b><u>IMPORTANT INFORMATION</u></b>  Any and all addenda will be posted on the Purchasing Division's web page, at <a href="https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm">https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm</a> . <b>It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.</b>
<b>"NO BID" RESPONSE</b>	Refer to the form on <b>page 3</b> if you are not interested in this invitation.

**Andrea J. McCorvey**  
**Purchasing Division Manager**



# **IMPORTANT INFORMATION**

## **e-Notification**

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Marketplace/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:

<b>Telephone:</b>	<b>404-657-6000</b>
<b>Fax:</b>	<b>404-657-8444</b>
<b>Email:</b>	<b><u><a href="mailto:procurementhelp@doas.ga.gov">procurementhelp@doas.ga.gov</a></u></b>

## STATEMENT OF "NO BID"

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

**Email:** [bidopportunities@columbusga.org](mailto:bidopportunities@columbusga.org)  
**Fax:** (706) 225-3033 **Attn:** Patti Postorino, Buyer  
**Mail:** Columbus Consolidated Government  
Purchasing Division  
P. O. Box 1340  
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB No. 20-0060** for **Stone** for the following reason(s):

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**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, Georgia.

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

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

4. **BID SUBMISSION.** Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.

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

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

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

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

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

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

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

be returned to the bidder.

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

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

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

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence, which 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 does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

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

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

**28. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, 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. 09-0024, Section 3-117). **\*\*STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED\*\***

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

**32. FAILURE TO QUOTE.** Vendors choosing not to submit a bid are requested to return a **Statement of "No Bid"**.

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

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

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

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

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

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

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

**38. PAYMENT 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.

**40. FINAL CONTRACT DOCUMENTS:** If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 6) Awarded Vendor(s) Business Requirements.

#### NOTICE TO VENDORS

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

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

## **DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?**

**COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.**

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

**ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION.** BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

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

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

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

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

# QUESTION/CLARIFICATION FORM

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

TO: Patti Postorino, Buyer  
Email [BidOpportunities@ColumbusGA.org](mailto:BidOpportunities@ColumbusGA.org) or  
Fax 706-225-3033

RE: RFB No. 20-0060; Stone (Annual Contract)

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

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From: \_\_\_\_\_  
Company Name Website

Representative Email Address

Complete Address City State Zip

Telephone Number Fax Number

**GENERAL SPECIFICATIONS  
STONE  
(ANNUAL CONTRACT)  
RFB No. 20-0060**

**I. SCOPE**

These specifications cover the requirements of **Stone**. The Consolidated Government of Columbus uses approximately two hundred tons of various grades of stone per month. The product will be purchased on an "as needed" basis, by the Public Works Department of the Columbus Consolidated Government (**City**). The City may purchase some, all, more or none of the items contained in these specifications.

This contract will be awarded to a Primary and Secondary Contractor. The Primary and Secondary Contractors will be selected based on the two lowest responsive, responsible vendors, who best meet the specifications. The City will be the judge of the factors and will make the award accordingly. When items on this contract are needed, the Primary Contractor will be contacted first. If the Primary Contractor is unable to fill the order or make delivery, then the Secondary Contractor will be contacted.

After contract award, the City reserves the right to add additional related items to this contract. Price quotes will be obtained from the Primary and Secondary vendor for the additional items.

**II. TERM OF CONTRACT**

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

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

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

**B. Termination for Convenience**

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

**III. ESCALATION CLAUSE**

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

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

#### IV. **QUESTIONS / ADDENDA**

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see pages 8 & 9). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at [https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](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 quote.**

#### V. **INSURANCE**

The vendor shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached **Insurance Checklist (See Form 5)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.**

The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

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

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

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program (see [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm)).

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

A properly completed, notarized E-Verify Affidavit (**Form 3**) must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

#### VII. **INDEMNIFICATION**

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



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

## VIII. BID SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice.

**Effective Immediately, bid responses must be submitted via DemandStar.**

**See Appendix A for *Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.***

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. The City reserves the right to request any omitted information, **to exclude *Communications Concerning This Solicitation and E-Verify, 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 and Pricing Pages:** (Form 1 and Pages 16-17)
- B. **Communication Concerning This Solicitation** (Form 2)
- C. **E-Verify/GSICA Form:** (Form 3)
- D. **Contract Signature Page** (Form 4)
- E. **Addenda:** Vendors must include acknowledgment of receipt of addenda (**if any**) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\\_Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm)

***Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.***

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

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

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091.

- G. **Insurance Checklist / Certificate of Insurance:** (Form 5)
- H. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification** (Form 6)

## IX. AWARD / ORDERING / DELIVERY / INVOICE

- A. **Award:** This contract will be awarded to a Primary and Secondary Contractor. The Primary and Secondary Contractors will be selected based on the two lowest responsive, responsible vendors, who best meet the specifications. The City will be the judge of the factors and will make the award accordingly. When items on this contract

are needed, the Primary Contractor will be contacted first. If the Primary Contractor is unable to fill the order or make delivery, then the Secondary Contractor will be contacted. The City reserves the right to reject any and all bids not submitted according to specifications.

- B. Ordering: The items will be procured on an "as needed" basis as a verbal work authorization directly to the vendor via telephone, then follow the request via email including the list of the items. It is the vendor's responsibility to notify the City, at the time an order is placed, if delivery cannot be met in the specified time.
- C. Delivery: Most orders will be plant pick-up by Public Works Department employees. However, after beginning a specific project, vendor shall accomplish all requirements of providing stone until the project is completed. F.O.B. Job Site, within City limits, within two hours from the time an order is placed. Full delivery service shall be the responsibility of the Contractor. Delivery is required within **2 hours** after notification of requested order. Orders will be delivered to various job sites. Exact location will be given when orders are placed.

**If the Primary nor the Secondary Contractor can make delivery within the specified time, the City will purchase from other sources. If failure occurs three times within a month, the City has the option to automatically move to the next low bidder for a period of 30 days.**

- D. Invoices: Invoices must accompany orders when deliveries are made. All orders will be verified by the user at the time of delivery, and any shortages other than items on back order must be adjusted on the invoice by the driver. Payment will be processed from priced invoices only. Statements and delivery tickets are not acceptable. Freight shall be included in the bid price; add-on freight, nor any other fees not included in the bid submission, will not be authorized.

After receipt of goods/services and upon satisfactory delivery, the successful vendor shall forward itemized invoice(s) to the following address:

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

The invoice(s) shall reference the bid number (RFB No. 20-0060) and/or purchase order number.

#### **X. TERMINATION OF CONTRACT**

**Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**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 Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

**Excuse for Nonperformance or Delayed Performance:** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor 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 contract, the delivery schedule shall be revised accordingly.

**BID FORM**  
**STONE**  
**(ANNUAL CONTRACT)**  
**RFB NO. 20-0060**

**IMPORTANT INFORMATION:**

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR  
ON OR BEFORE MAY 27, 2020 – 2:30 PM (EST)

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

- ☐ Bid Form (Form 1)      ☐ Pricing Page (Pages 16 & 17)
- ☐ Communication Concerning This Solicitation (Form 2)      ☐ E-Verify (Form 3)
- ☐ Contract Signature Page (Form 4)      ☐ Business License
- ☐ Insurance Checklist (Form 5)      ☐ W-9 Rev 2018 (Form 6)

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

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

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

Vendor Business Name \_\_\_\_\_

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

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

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Please circle and initial if Business is {Minority} or {Woman} Owned: \_\_\_\_\_

If certified as a DBE or WBE, list the certifying agency: \_\_\_\_\_

Not Minority, Woman or DBE owned (please initial) \_\_\_\_\_

**\*\*\*COMPLETE ALL PAGES AND RETURN WITH BID\*\*\***

## PRICING PAGE (1 of 2)

### STONE (Annual Contract) RFB 20-0060

EST. TON USAGE	DESCRIPTION / SIZE	VENDOR CLASSIFICATION / VENDOR SIZE	PER TON UNIT PRICE	EXTENDED PRICE PER TON PLANT PICK-UP
600	# 3 Stone 1" to 2"		\$	\$
600	# 34 Stone 1" to 2 ½ "		\$	\$
600	# 5 Stone 2" to 3/4"		\$	\$
600	# 57 Commercial 1/4" to 1"		\$	\$
600	# 6 Stone 1/4" to 3/4"		\$	\$
1,200	# 67 Stone 1/8" to 3/4"		\$	\$
1,200	# 7 Stone 1/8" to 2"		\$	\$
1,200	# 89 Stone 1/8" to 3/8"		\$	\$
1,200	#810 SCREENING 1/4"		\$	\$
1,300	M-10 SCREENING 1/8"		\$	\$
6,000	CRUSHED STONE BASE 1/2"		\$	\$
6,000	SURGE STONE GRADED MIX (4" to 6")		\$	\$
600	RIP-RAP: TYPE I 24"		\$	\$
6,000	RIP-RAP: TYPE III 12"		\$	\$
6,000	GRADED AGGREGATE BASE (G.A.B.)		\$	\$
<b>Total Estimated Plant Pick-Up</b>				<b>\$</b>

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**

\_\_\_\_\_ %

\_\_\_\_\_  
Vendor's Name

\_\_\_\_\_  
Date

## PRICING PAGE (2 of 2)

### STONE (Annual Contract) RFB 20-0060

EST. TON USAGE	DESCRIPTION / SIZE	VENDOR CLASSIFICATION / VENDOR SIZE	PER TON UNIT PRICE	EXTENDED PRICE F.O.B. JOB SITE DELIVERY
600	# 3 Stone 1" to 2"		\$	\$
600	# 34 Stone 1" to 2 ½ "		\$	\$
600	# 5 Stone 2" to 3/4"		\$	\$
600	# 57 Commercial 1/4" to 1"		\$	\$
600	# 6 Stone 1/4" to 3/4"		\$	\$
1,200	# 67 Stone 1/8" to 3/4"		\$	\$
1,200	# 7 Stone 1/8" to 2"		\$	\$
1,200	# 89 Stone 1/8" to 3/8"		\$	\$
1,200	#810 SCREENING 1/4"		\$	\$
1,300	M-10 SCREENING 1/8"		\$	\$
6,000	CRUSHED STONE BASE 1/2"		\$	\$
6,000	SURGE STONE GRADED MIX (4" to 6")		\$	\$
600	RIP-RAP: TYPE I 24"		\$	\$
6,000	RIP-RAP: TYPE III 12"		\$	\$
6,000	GRADED AGGREGATE BASE (G.A.B.)		\$	\$
<b>Total Estimated F.O.B. Job Site Delivery</b>				<b>\$</b>
<b>GRAND TOTAL ESTIMATED CONTRACT VALUE (Plant Pick-Up and F.O.B.)</b>				<b>\$</b>

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**  
                     %

**Vendor's Name**

**Date**

**COMMUNICATION CONCERNING THIS SOLICITATION**

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

.....

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

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

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

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

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

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

-----

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

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

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

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

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

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

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

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

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

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

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

**Information is available at: [http://www.dol.state.ga.us/spotlight/sp\\_sb\\_529\\_new\\_rules.htm](http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm)**



# FORM 3

## "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE" Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

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

Date of Authorization

Name of Contractor

**Stone (Annual Contract); RFB No. 20-0060**

Name of Project

**Columbus Consolidated Government**

Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

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

NOTARY PUBLIC

My Commission Expires:

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

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

By executing this affidavit, the undersigned *subcontractor* verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

\_\_\_\_\_  
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)  
and

\_\_\_\_\_  
(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

\_\_\_\_\_  
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)  
Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

\_\_\_\_\_  
(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)  
Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

\_\_\_\_\_  
Name of Sub-subcontractor

**Stone (Annual Contract); RFB No. 20-0060**

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

**Columbus Consolidated Government**

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

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

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

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

SUBSCRIBED AND SWORN BEFORE ME

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

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

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

**CONTRACT SIGNATURE PAGE**  
**STONE (ANNUAL CONTRACT)**  
**RFB No. 20-0060**

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

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

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

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

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

(Corporate seal, if applicable)

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

*Company Ordering Address*

*Company Payment Address*

\_\_\_\_\_  
Contact \_\_\_\_\_

\_\_\_\_\_  
Contact \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Telephone \_\_\_\_\_

\_\_\_\_\_  
Telephone \_\_\_\_\_

\_\_\_\_\_  
Fax \_\_\_\_\_

\_\_\_\_\_  
Fax \_\_\_\_\_

**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

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

**APPROVED AS TO LEGAL FORM:**

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

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

**ATTEST:**

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

**STONE (Annual Contract)**

**INSURANCE CHECKLIST**

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

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

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability:</b>		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability:</b>		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Other:</b>		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		

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

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

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

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

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

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part 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(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• 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.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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

## APPENDIX A

# DEMANDSTAR SUBMISSION REQUIREMENTS

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

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

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

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

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

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

# **ELECTRONIC BID SUBMISSION REQUIREMENTS CHECKLIST**

**Stone (Annual Contract)**

**RFB No. 20-0060**

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

**Please submit your electronic bid response as indicated below:**

- ☐ 1. BID FORM AND PRICING PAGES (Form 1 and Pages 16-17).
- ☐ 2. COMMUNICATION CONCERNING THIS SOLICITATION (Form 2).
- ☐ 3. E-VERIFY / GSICA FORM (Form 3).
- ☐ 4. CONTRACT SIGNATURE PAGE (Form 4).
- ☐ 5. ADDENDA (IF ANY).
- ☐ 6. BUSINESS LICENSE.
- ☐ 7. INSURANCE CHECKLIST / CERTIFICATE OF INSURANCE (Form 5).
- ☐ 8. W-9 Rev 2018 (Form 6).

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

# Registering for DemandStar



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

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

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

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

## 1 REGISTER

Go to:

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

### Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

**Next**



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206.940.0305

## 2 CHOOSE YOUR FREE AGENCY

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

### Choose Your Free Agency

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

City of Metropolis

Narrow down your search by selecting a state and county.

State

County

Select State

Select County

- ☐ City of Metropolis – Board of Commissioners
- ☐ City of Metropolis Purchasing
- ☒ Metropolis Technical College

## 3 CHECK OUT

Check out with your **FREE AGENCY**

Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

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

My Subscriptions  (0)

Nation (0)

States (0)

Counties (0)

Total

(0 subscriptions)

Your Current  
Rate

\$0/year

Proceed to Checkout

Skip for Now

**SIGN UP**

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



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206.940.0305

# Responding to an Electronic Bid

5 Step Instructions

## Step 1

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

- Click on the solicitation name





## Step 2

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

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

**E-BID**

**Bid Details**

Agency Name: Agency A  
 Bid Number: 123456789  
 Bid Title: Bid Title  
 Bid Type: Bid Type  
 Bid Opening: Bid Opening  
 Bid Name: Bid Name

**Steps of Work**

Step 1: Step 1  
 Step 2: Step 2  
 Step 3: Step 3

**Documents**

Document	Type	File Name	Status
Document 1	Document	Document 1	Uploaded

**Distributed Info**

Document: Document  
 Bid (Agency): Bid  
 Bid Type: Bid Type  
 Bid Opening: Bid Opening  
 Bid Name: Bid Name

**Publications**

Publication: Publication

**Pre-Bid Conference**

Pre-Bid Conference: Pre-Bid Conference

**Consulting Costs**

Consulting Costs: Consulting Costs

**Submit E-Bid Proposal**

## Step 3

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

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

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

**Bid Details**

Agency Name: Agency A  
 Bid Number: 123456789  
 Bid Title: Bid Title  
 Bid Type: Bid Type  
 Bid Opening: Bid Opening  
 Bid Name: Bid Name

**E-Bid Progress**

Contract Information  
 Bid Amount: Bid Amount

**E-Bid Response**

**Contact Information**

Company Name: Company Name  
 Address 1: Address 1  
 Address 2: Address 2  
 City: City  
 Country: Country  
 State/Province: State/Province  
 County: County  
 Postal Code: Postal Code  
 Phone Number: Phone Number  
 Fax Number: Fax Number  
 Email Address: Email Address

**Submit E-Bid Proposal**

## Step 4

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

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

## Step 5

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

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

**EXHIBIT C**

*Columbus Consolidated Government*

*STONE (Annual Contract)*

*RFB No. 20-0060*

*Columbus Quarry, LLC*

*Bid Submission*

**BID FORM**  
**STONE**  
**(ANNUAL CONTRACT)**  
**RFB NO. 20-0060**

**IMPORTANT INFORMATION:**

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR  
ON OR BEFORE MAY 27, 2020 – 2:30 PM (EST)

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

- ☒ Bid Form (Form 1)    ☒ Pricing Page (Pages 16 & 17)
- ☒ Communication Concerning This Solicitation (Form 2)    ☒ E-Verify (Form 3)
- ☒ Contract Signature Page (Form 4)    ☒ Business License
- ☐ Insurance Checklist (Form 5)    ☒ W-9 Rev 2018 (Form 6)

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

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

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

Columbus Quarry LLC    cmcough@theconcretetco.com  
Vendor Business Name    Email Address

Chris McLaugh    Chris McLaugh    5/26/20  
Authorized Signature    Print Name    Date

Please circle and initial if Business is {Minority} or {Woman} Owned: \_\_\_\_\_

If certified as a DBE or WBE, list the certifying agency: \_\_\_\_\_

Not Minority, Woman or DBE owned (please initial) CM

\*\*\***COMPLETE ALL PAGES AND RETURN WITH BID**\*\*\*

## PRICING PAGE (1 of 2)

STONE (Annual Contract) RFB 20-0060

EST. TON USAGE	DESCRIPTION / SIZE	VENDOR CLASSIFICATION / VENDOR SIZE	PER TON UNIT PRICE	EXTENDED PRICE PER TON PLANT PICK-UP
600	# 3 Stone 1" to 2"	203T / 2-1"	\$ 16.75	\$ 16.75
600	# 34 Stone 1" to 2 1/2"	234T / 2 1/2 - 3/4"	\$ 16.50	\$ 16.50
600	# 5 Stone 2" to 3/4"	205T / 1 - 1/2"	\$ 16.50	\$ 16.50
600	# 57 Commercial 1/4" to 1"	258T / 2 - 3/4"	\$ 16.50	\$ 16.50
600	# 6 Stone 1/4" to 3/4"	206T / 3/4 - 3/8"	\$ 16.50	\$ 16.50
1,200	# 67 Stone 1/8" to 3/4"	267T / 3/4 - #4	\$ 16.50	\$ 16.50
1,200	# 7 Stone 1/8" to 2"	207T / 1/2 - #4	\$ 18.75	\$ 18.75
1,200	# 89 Stone 1/8" to 3/8"	289T / 3/8 - #16	\$ 18.75	\$ 18.75
1,200	#810 SCREENING 1/4"	981T / 89 + M-10	\$ 13.00	\$ 13.00
1,300	M-10 SCREENING 1/8"	910T / 3/8 - 200	\$ 9.50	\$ 9.50
6,000	CRUSHED STONE BASE 1/2"	215T / 1 1/2 - 200 (12% clay)	\$ 11.50	\$ 11.50
6,000	SURGE STONE GRADED MIX (4" to 6")	240T / 3-8"	\$ 17.00	\$ 17.00
600	RIP-RAP: TYPE I 24"	295T / 8-24"	\$ 19.00	\$ 19.00
6,000	RIP-RAP: TYPE III 12"	298T / 2-12"	\$ 18.50	\$ 18.50
6,000	GRADED AGGREGATE BASE (G.A.B.)	255T / 1 1/2 - 200	\$ 12.75	\$ 12.75
Total Estimated Plant Pick-Up				\$ 238.00

VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:

10 %

Vendor's Name Columbus Quarry LLC. Date 5/26/20

## PRICING PAGE (2 of 2)

**STONE (Annual Contract) RFB 20-0060**

EST. TON USAGE	DESCRIPTION / SIZE	VENDOR CLASSIFICATION / VENDOR SIZE	PER TON UNIT PRICE	EXTENDED PRICE F.O.B. JOB SITE DELIVERY
600	# 3 Stone 1" to 2"	2-1"	\$ 16.75	\$ 21.75
600	# 34 Stone 1" to 2 1/2"	2 1/2 - 3/4"	\$ 16.50	\$ 21.50
600	# 5 Stone 2" to 3/4"	1- 1/2"	\$ 16.50	\$ 21.50
600	# 57 Commercial 1/4" to 1"	1- 3/4"	\$ 16.50	\$ 21.50
600	# 6 Stone 1/4" to 3/4"	3/4 - 3/8"	\$ 16.50	\$ 21.50
1,200	# 67 Stone 1/8" to 3/4"	3/4 - #4	\$ 16.50	\$ 21.50
1,200	# 7 Stone 1/8" to 2"	1/2 - #4	\$ 18.75	\$ 23.75
1,200	# 89 Stone 1/8" to 3/8"	3/8 - #16	\$ 18.75	\$ 23.75
1,200	#810 SCREENING 1/4"	Blend of 89 & M-10	\$ 13.00	\$ 18.00
1,300	M-10 SCREENING 1/8"	3/8 - 200	\$ 9.50	\$ 14.50
6,000	CRUSHED STONE BASE 1/2"	(12% clay) 1 1/2 - 200	\$ 11.50	\$ 16.50
6,000	SURGE STONE GRADED MIX (4" to 6")	3-8"	\$ 17.00	\$ 22.00
600	RIP-RAP: TYPE I 24"	8-24"	\$ 19.00	\$ 26.00
6,000	RIP-RAP: TYPE III 12"	2-12"	\$ 18.50	\$ 24.50
6,000	GRADED AGGREGATE BASE (G.A.B.)	1 1/2 - 200	\$ 12.75	\$ 17.75
<b>Total Estimated F.O.B. Job Site Delivery</b>				<b>\$ 316.00</b>
<b>GRAND TOTAL ESTIMATED CONTRACT VALUE (Plant Pick-Up and F.O.B.)</b>				<b>\$ 554.00</b>

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**

10 %

Columbus Quarry LLC.  
Vendor's Name

5/26/20  
Date

**COMMUNICATION CONCERNING THIS SOLICITATION**

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

.....

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

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

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

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

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

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

-----

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

Vendor Name: Columbus Quarry LLC.

Print Name of Authorized Agent: Chris McGough

Signature of Authorized Agent: Chris McGough

## STONE (Annual Contract)

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

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

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	<b>STATUTORY REQUIREMENTS</b>	<i>Statutory limits</i>
	<b>Comprehensive General Liability:</b>		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	<i>\$4m aggregate \$2m occurrence</i>
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	<i>Included</i>
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	<i>\$4m aggregate \$2m occurrence</i>
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	<i>\$4m aggregate \$2m occurrence</i>
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	<i>Included</i>
	<b>Automobile Liability:</b>		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	<i>\$ 2 million</i>
	<b>Other:</b>		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	<i>\$1 million</i>
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	<i>\$ 5 million</i>
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		



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

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

**BIDDER'S STATEMENT:**

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

BIDDER NAME: Columbus Quarry, LLC

AUTH. SIGNATURE: [Signature]

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

**EXHIBIT D**

*Columbus Consolidated Government*

*STONE (Annual Contract)*

*RFB No. 20-0060*

*Columbus Quarry, LLC*

*Clarification Documents*

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



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

100 TENTH STREET, P. O. Box 1340  
COLUMBUS, GEORGIA 31902-1340  
706.225.4087, FAX 706.225.3033  
BIDLINE 706.653.4536  
[www.columbusga.org](http://www.columbusga.org)

June 1, 2020

Mr. Chris McGough  
Columbus Quarry, LLC  
PO Box 2447  
Columbus, GA 31902-2447

Re: STONE (Annual Contract)  
RFB No. 20-0060

Dear Mr. McGough:

Thank you for your submittal in response to the referenced Request for Bids. During analysis of the bid responses, it appears that you did not use the Estimated Ton Usage column to calculate the Extended Price column. Attached is a detailed spreadsheet with the correct extended pricing using your per ton unit prices.

Using your unit prices with our estimated quantities, the Purchasing Division calculates the grand total price to be **\$1,200,300.00**. Confirmation of your bid total is necessary:

X Columbus Quarry, LLC. concurs with the City's findings regarding Pricing Pages 16 and 17. Our total price is \$1,200,300.00.

         Columbus Quarry, LLC, does not concur with the City's findings regarding Pricing Pages 16 and 17. Our written response is attached.

Chris McGough  
Authorized Signature

6/1/20  
Date of Signature

Your written response is requested no later than 5:00 PM on Friday, June 5, 2020. Please forward your response to the attention of Patti Postorino at email [Postorino.patti@columbusga.org](mailto:Postorino.patti@columbusga.org) or fax number 706.225.3033.

Sincerely,

Andrea J. McCorvey  
Andrea J. McCorvey  
Purchasing Manager

Attachment



## PRICING PAGE (1 of 2)

STONE (Annual Contract) RFB 20-0060

EST. TON USAGE	DESCRIPTION / SIZE	VENDOR CLASSIFICATION / VENDOR SIZE	PER TON UNIT PRICE	EXTENDED PRICE PER TON PLANT PICK-UP
600	# 3 Stone 1" to 2"	203T/2-1"	\$ 16.75	\$ 16.75
600	# 34 Stone 1" to 2 1/2"	234T/2 1/2-3/4"	\$ 16.50	\$ 16.50
600	# 5 Stone 2" to 3/4"	205T/2-1/2"	\$ 16.50	\$ 16.50
600	# 57 Commercial 1/4" to 1"	258T/2-3/4"	\$ 16.50	\$ 16.50
600	# 6 Stone 1/4" to 3/4"	206T/3/4-3/8"	\$ 16.50	\$ 16.50
1,200	# 67 Stone 1/8" to 3/4"	267T/3/4-#4	\$ 16.50	\$ 16.50
1,200	# 7 Stone 1/8" to 2"	207T/1/2-#4	\$ 18.75	\$ 18.75
1,200	# 89 Stone 1/8" to 3/8"	289T/3/8-#16	\$ 18.75	\$ 18.75
1,200	#810 SCREENING 1/4"	981T/89+M-10	\$ 13.00	\$ 13.00
1,300	M-10 SCREENING 1/8"	910T/3/8-200	\$ 9.50	\$ 9.50
6,000	CRUSHED STONE BASE 1/2"	215T/1/2-200 (12% clay)	\$ 11.50	\$ 11.50
6,000	SURGE STONE GRADED MIX (4" to 6")	240T/3-8"	\$ 17.00	\$ 17.00
600	RIP-RAP: TYPE I 24"	295T/8-24"	\$ 19.00	\$ 19.00
6,000	RIP-RAP: TYPE III 12"	298T/2-12"	\$ 18.50	\$ 18.50
6,000	GRADED AGGREGATE BASE (G.A.B.)	255T/1/2-200	\$ 12.75	\$ 12.75
Total Estimated Plant Pick-Up				\$ 238.00

VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:

10 %

Vendor's Name Columbus Quarry LLC. Date 5/26/20

## PRICING PAGE (2 of 2)

**STONE (Annual Contract) RFB 20-0060**

EST. TON USAGE	DESCRIPTION / SIZE	VENDOR CLASSIFICATION / VENDOR SIZE	PER TON UNIT PRICE	EXTENDED PRICE F.O.B. JOB SITE DELIVERY
600	# 3 Stone 1" to 2"	2-1"	\$ <del>16.75</del> 31.75	\$ 21.75
600	# 34 Stone 1" to 2 1/2"	2 1/2 - 3/4"	\$ 16.50	\$ 21.50
600	# 5 Stone 2" to 3/4"	1-1/2"	\$ 16.50	\$ 21.50
600	# 57 Commercial 1/4" to 1"	1-3/4"	\$ 16.50	\$ 21.50
600	# 6 Stone 1/4" to 3/4"	3/4 - 3/8"	\$ 16.50	\$ 21.50
1,200	# 67 Stone 1/8" to 3/4"	3/4 - #4	\$ 16.50	\$ 21.50
1,200	# 7 Stone 1/8" to 2"	1/2 - #4	\$ 18.75	\$ 23.75
1,200	# 89 Stone 1/8" to 3/8"	3/8 - #16	\$ 18.75	\$ 23.75
1,200	#810 SCREENING 1/4"	Blend of 89 & M-10	\$ 13.00	\$ 18.00
1,300	M-10 SCREENING 1/8"	3/8 - 200	\$ 9.50	\$ 14.50
6,000	CRUSHED STONE BASE 1/2"	(12% clay) 1 1/2 - 200	\$ 11.50	\$ 16.50
6,000	SURGE STONE GRADED MIX (4" to 6")	3-8"	\$ 17.00	\$ 22.00
600	RIP-RAP: TYPE I 24"	8-24"	\$ 19.00	\$ 26.00
6,000	RIP-RAP: TYPE III 12"	2-12"	\$ 18.50	\$ 24.50
6,000	GRADED AGGREGATE BASE (G.A.B.)	1 1/2 - 200	\$ 12.75	\$ 17.75
<b>Total Estimated F.O.B. Job Site Delivery</b>				\$ 316.00
<b>GRAND TOTAL ESTIMATED CONTRACT VALUE (Plant Pick-Up and F.O.B.)</b>				\$ 554.00

**VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:**

10 %

Columbus Quarry LLC.  
Vendor's Name

5/26/20  
Date

Columbus Quarry, LLC

Estimated Tonage	Description / Size	Vendor Classification / Size	2020 Bid		2020 Bid	
			Unit Price PICK UP	Extended Price Per Ton PICK UP	Unit Price DELIVERY	Extended Price Per Ton DELIVERY
600	#3 Stone	203T / 2 - 1"	\$ 16.75	\$ 10,050.00	\$ 21.75	\$ 13,050.00
600	#34 Stone	234T / 2 1/2 - 3/4"	\$ 16.50	\$ 9,900.00	\$ 21.50	\$ 12,900.00
600	#5 Stone	205T / 1 - 1/2"	\$ 16.50	\$ 9,900.00	\$ 21.50	\$ 12,900.00
600	Commercial #57	258T / 1 - 3/4"	\$ 16.50	\$ 9,900.00	\$ 21.50	\$ 12,900.00
600	#6 Stone	206T / 3/4 - 3/8	\$ 16.50	\$ 9,900.00	\$ 21.50	\$ 12,900.00
1200	#67 Stone	267T / 3/4 - #4	\$ 16.50	\$ 19,800.00	\$ 21.50	\$ 25,800.00
1200	#7 Stone	207T / 1/2 - #4	\$ 18.75	\$ 22,500.00	\$ 23.75	\$ 28,500.00
1200	#89 Stone	289T / 3/8 - #16	\$ 18.75	\$ 22,500.00	\$ 23.75	\$ 28,500.00
1200	#810 Screening	981T / 89 + M-10	\$ 13.00	\$ 15,600.00	\$ 18.00	\$ 21,600.00
1300	M-10 Screening	910T / 3/8 - 200	\$ 9.50	\$ 12,350.00	\$ 14.50	\$ 18,850.00
6000	Crushed Stone Base (CSB)	215T / 1 1/2 - 200 (12% Clamp)	\$ 11.50	\$ 69,000.00	\$ 16.50	\$ 99,000.00
6000	Surge Stone Graded Mix	240T / 3 - 8"	\$ 17.00	\$ 102,000.00	\$ 22.00	\$ 132,000.00
600	Rip Rap : Type I 24"	295T / 8 - 24"	\$ 19.00	\$ 11,400.00	\$ 26.00	\$ 15,600.00
6000	Rip Rap : Type III 12"	293T / 2 - 12"	\$ 18.50	\$ 111,000.00	\$ 24.50	\$ 147,000.00
6000	Graded Aggregate Base (GAB)	255T / 1 1/2 - 200	\$ 12.75	\$ 76,500.00	\$ 17.75	\$ 106,500.00
			\$	\$ 512,300.00	\$	\$ 688,000.00

Total Pick Up & Delivery \$ 1,200,300.00

## **Patti A Postorino**

---

**From:** Patti A Postorino  
**Sent:** Monday, June 1, 2020 3:14 PM  
**To:** Chris McGough  
**Subject:** STONE RFB 20-0060 Calculation  
**Attachments:** Calculation Letter RFB 20-0060 Columbus Quarry.pdf

Columbus Quarry, LLC.

Hello Chris,

Please find attached a letter regarding your pricing pages from the recent bid. Review all four pages, then sign and return the letter. Feel free to call me first if you need more information. We would appreciate your quick response so we can get this item on the next Council agenda for contract approval.

Also, thank you for sending the corrected W-9.

Sincerely,  
Patti

Patti Postorino, Buyer  
Columbus Consolidated Government  
Dept of Finance, Purchasing Division  
Phone: (706) 225-3070  
Fax: (706) 653-4109  
Email [postorino.patti@columbusga.org](mailto:postorino.patti@columbusga.org)