

COLUMBUS CONSOLIDATED GOVERNMENT

ANNUAL CONTRACT ROUTING MEMORANDUM

DATE: December 1, 2020

SUBJECT: Asphalt Rubber & Sealant (Annual Contract); RFB No. 21-0015

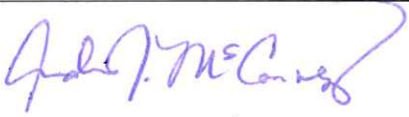
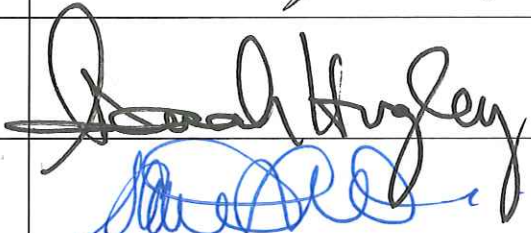


FROM: Patti Postorino, Purchasing Division

Please route for appropriate signatures, the copy of the attached contracts with Saylor of GA, Inc. dba Sealmaster/Georgia (Atlanta, GA) and Crafcro, Inc (Chandler, AZ). These firms will provide material for sealing cracks when repairing streets, parking lots and highways to be utilized by Public Works Department.

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: Paving Fund – Public Services – Repairs & Maintenance – Road Maintenance Materials; 0203-260-3110-STRT-6726.

Council authorized this contract per Resolution No. 379-20, dated November 17, 2020 (copy is attached).

Signatories	Signatures Required (<i>No initials please</i>)	Date
Purchasing Division Manager Signature of Approval		12/2/2020
City Attorney: Signature required on Contracts	Form Approved: CCT, City Attorney	12/2/20
City Manager: Signature required on Contracts		12/4/20
Clerk of Council: Signature Required on Contracts & Attest/Seal		12-7-2020
Buyer: Process / Distribute		12/08/2020

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

CONTRACT

THIS CONTRACT, executed this 8th day of December 2020, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Sayler of GA, Inc. dba Sealmaster/Georgia (Atlanta, 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 **Asphalt Rubber & Sealant (Annual Contract)**, per **RFB No. 21-0015**, and was awarded the Contract by Columbus City Council on Tuesday, November 17, 2020, Resolution No. 379-20, for the contract term of two years, beginning December 18, 2020 through December 17, 2022, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.

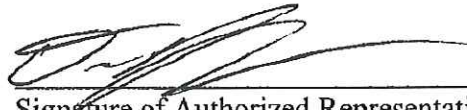
2. The Contractor will, at its own cost and expense, furnish all tools, materials and labor required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the Awarded Items, the City's Business Requirements, the City's Request for Proposals, dated September 23, 2020 (and all addenda thereto), the Contractor's bid dated October 21, 2020 and the proposal clarification documents which are attached hereto as exhibits "A", "B", "C" and "D" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.

3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

FORM 3**CONTRACT SIGNATURE PAGE**
ASPHALT RUBBER & SEALANT
(Annual Contract) RFB No. 21-0015

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 10/10/2020

Witness as to the signing of the contract

Owen Chapman Outside sales Rep
Print Name and Title of Signatory

(Corporate seal, if applicable)

Seal Master Georgia
Company Name

Company Ordering Address

535 Fiedler Ct. SW
Atlanta Ga 30336
Contact Jon Womack
Email jon@sealmasteratlanta.com
Telephone 404-505-8888
Fax 404-505-8271

Company Payment Address

535 Fiedler Ct. SW
Atlanta Ga 30336
Contact Jon Womack
Email jon@sealmasteratlanta.com
Telephone 404-505-8888
Fax 404-505-8271

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA


Accepted this 4th day of December 2020


Isiah Hugley, City Manager


APPROVED AS TO LEGAL FORM:


Clifton C. Fay, City Attorney

ATTEST:


Sandra T. Davis, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. 379-20

Clerk of Council

ASPHALT RUBBER & SEALANT RFB 21-0015**11/17/2020**

<u>VENDOR / AWARDED ITEMS</u>	<u>EST QTY LBS</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
Sayler of GA, Inc. dba Sealmaster/Georgia (Atlanta, GA)			
Modified Asphalt Rubber Plus Sealant (Crackmaster TRM)	5,000	\$0.63	\$3,150.00
Asphalt Rubber Type 4 (Crackmaster PL)	50,000	\$0.59	\$29,000.00
VENDOR TOTAL ESTIMATED ANNUAL CONTRACT VALUE			\$ 32,650.00

RESOLUTION

NO. 379-20

A RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT RUBBER & SEALANT FROM SEALMASTER (ATLANTA, GA) AND CRAFCO, INC (CHANDLER, AZ) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$66,530.00.

WHEREAS, the material will be used on an "as needed" basis by the Public Works Department for sealing cracks when repairing streets, parking lots and highways, and;


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

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

That the City Manager is hereby authorized to purchase asphalt rubber and sealant from Sealmaster (Atlanta, GA) and Crafc, Inc (Chandler, AZ) for the estimated annual contract value of \$66,530.00. Funds are budgeted each fiscal year for this ongoing expense: Paving Fund - Public Services - Repairs & Maintenance – Street Repairs and Maintenance - Road Maintenance Materials, 0203-260-3110-STRT-6726.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 17th day of November, 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>ABSENT</u>
Councilor Crabb	voting <u>YES</u>
Councilor Davis	voting <u>YES</u>
Councilor Garrett	voting <u>ABSENT</u>
Councilor House	voting <u>YES</u>
Councilor Huff	voting <u>YES</u>
Councilor Thomas	voting <u>ABSENT</u>
Councilor Tucker	voting <u>YES</u>
Councilor Woodson	voting <u>YES</u>


Sandra T. Davis
Clerk of Council



B. H. "Skip" Henderson, III
Mayor

EXHIBIT A

*Columbus Consolidated Government
Asphalt Rubber & Sealant (Annual Contract)*

RFB No. 21-0015

Business Requirements

FORM 5

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 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.
Saylor of Co. Inc.

2 Business name/disregarded entity name, if different from above
d/b/a SealMaster/Georgia

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.
535 Frederick Ctr SW

6 City, state, and ZIP code
Atlanta Ga. 30336

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 ►

[Signature]

Date ► 10/18/20

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Logged in as POSTORINO.PATTI | CID: 48005 | [Logout](#) **Custom****Check for imported payees with non-matching TIN data and verify new payees**

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

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 Records

TIN	Name
-----	------

[Download](#)**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](#)



FULTON COUNTY

BUSINESS OCCUPATIONAL TAX CERTIFICATE
(NOT TRANSFERABLE)

Expiration Date
December 31, 2020

License Number
1501039887

Date Issued
August 05, 2020

SAYLER OF GA INC
DBA SEALMASTER GEORGIA
PO BOX 43252
ATLANTA, GA 30336

535 FREDERICK CT SW
ATLANTA, GA 30336-1801

VALID ONLY FOR BUSINESS SHOWN ABOVE

ACCOUNT NUMBER	NAICS - TYPE OF BUSINESS	FEE CLASS
373278	324121 - Asphalt Paving Mixture and Block Manufacturing	13

FOR OPERATION IN UNINCORPORATED AREAS, SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER
RESOLUTIONS OF THE BOARD OF COUNTY COMMISSIONERS, FULTON COUNTY, GEORGIA

ISSUED BY:

A handwritten signature in black ink, appearing to read "Hakeem Oshikoya".

HAKEEM OSHIKOYA
DIRECTOR OF FINANCE

Avenu
Issuing Authority

Questions regarding this certificate should be addressed to Avenu at (800) 556-7274

POST THIS CERTIFICATE IN A CONSPICUOUS LOCATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2020

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).

PRODUCER SeibertKeck Insurance Partners 2950 Market St Fairlawn OH 44333		CONTACT NAME: Laura Nolan PHONE (A/C, No, Ext): (800) 229-5266 FAX (A/C, No): (330) 865-6826 E-MAIL ADDRESS: lnolan@seibertkeck.com	
INSURED Sayler of GA, Inc. dba SealMaster Georgia 535 Frederick, LLC 535 Frederick Ct NW Atlanta GA 30336		INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Inc Co INSURER B: The Travelers Indemnity of Connecticut (TCT) INSURER C: The Travelers Property Casualty of America INSURER D: INSURER E: INSURER F:	
		NAIC # 25615 25682 25674	

COVERAGES

CERTIFICATE NUMBER: 20/21 Sayler of GA, Inc.

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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	Y		Y630 8H664278 COF 20	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 10,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			Y 840 8H664278 TCT 20	10/30/2020	10/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			ZUP-61N20441-20-14	10/30/2020	10/30/2021	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
	\$						
	\$						
DED <input checked="" type="checkbox"/> RETENTION \$ 0.00							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RFB No. 21-0015 Asphalt Rubber & Sealant (Annual Contract)

CERTIFICATE HOLDER

CANCELLATION

Columbus Consolidated Government Purchasing Division PO Box 1340 Columbus GA 31902-1340	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT C

*Columbus Consolidated Government
Asphalt Rubber & Sealant (Annual Contract)*

RFB No. 21-0015

Sayler of GA, Inc. dba Sealmaster/Georgia

Bid Submission

FORM 1

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: Sayler of Georgia d/b/a SealMaster Georgia

Print Name of Authorized Agent: Orren Chapman

Signature of Authorized Agent: 

BID FORM

**ASPHALT RUBBER & SEALANT
(Annual Contract)
RFB NO. 21-0015**

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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*. 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:

- ☐ Communication Concerning This Solicitation (Form 1)
- ☐ Detailed Specifications Forms (Pages 16-20) ☐ Bid Form (Form 2) ☐ Pricing Page (Page 22)
- ☐ Literature and Specification of Product ☐ MSDS on Product
- ☐ Contract Signature Page (Form 3) ☐ Business License
- ☐ Insurance Checklist (Form 4) ☐ W-9 Rev 2018 (Form 5)


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.

Saylor of Georgia d/b/a SealMaster Georgia
Vendor Business Name

jan@sealmasteratlanta.com
Email Address



Authorized Signature

Orrin Chapman
Print Name

10/18/2020
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

ASPHALT RUBBER & SEALANT (Annual Contract) RFB 21-0015

EST. LBS USAGE	DESCRIPTION	VENDOR CLASSIFICATION / VENDOR TYPE	UNIT PRICE PER LB	EXTENDED PRICE PER LB
5,000	Modified Asphalt Rubber Plus Sealant	Crackmaster TRM	\$ 0.63	\$ 0.63
	State Minimum Order <u>40800</u> Pounds			
10,000	Parking Lot Sealant	Crack Master Parking Lot	\$ 0.63	\$ 0.63
	State Minimum Order <u>2400</u> Pounds			
50,000	Asphalt Rubber Type 4	Crackmaster PL	\$ 0.59	\$ 0.59
	State Minimum Order <u>10000</u> Pounds			
50,000	PolyFlex Type 2	Crackmaster PL	\$ 0.59	\$ 0.59
	State Minimum Order <u>10000</u> Pounds			
TOTAL ESTIMATED ANNUAL CONTRACT VALUE				\$ 68,450

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

10 %

Delivery will be made within 7-10 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

SealMaster Georgia

Company Name

10/18/2020

Date

DETAILED SPECIFICATIONS FOR
MODIFIED RUBBER PLUS SEALANT
(Annual Contract) RFB NO. 21-0015

Modified Asphalt Rubber Plus Sealant is specifically formulated to be stiff, non-tracking, yet flexible sealant which is ideally suited for use in areas with hot climates. The Sealant is supplied in solid form which when melted and properly applied, forms a resilient and adhesive compound that will effectively seal cracks in both asphalt and concrete pavements and joints in concrete pavements. Modified Asphalt Rubber Plus contains a minimum of 18% recycled rubber by weight of asphaltic components. Modified Asphalt Rubber Plus is highly adhesive and bonds strongly to pavement cracks and joints. Due to its high rubber content, Modified Asphalt Rubber Plus is not self-leveling and should be applied using pressure feed melter applicator units. When properly applied, Modified Asphalt Rubber Plus will form a long lasting seal which resists tracking during the summer and cracking during the winter.

COMPLY: YES X NO _____

Recommended specification for Modified Rubber Plus Sealant when heated in accordance with ASTM D1191 is:

Cone Penetration, 77F (ASTM D1191), Recommended specification limits: 30-50

BIDDER RESPONSE

YES X NO _____

Flow, 140F (ASTM D1191), 5 MM, Maximum

YES X NO _____

Resilience, 77F (ASTM D3407), 50% Minimum

YES X NO _____

Softening Point (ASTM D36), 210F, Minimum

YES X NO _____

Ductility, 77F (ASTM D113), 20 cm, Minimum

YES X NO _____

Flexibility, 1", 90 deg., OF 10 sec., PASS

YES X NO _____

Recommended Pour temperature, 380F

YES X NO _____

Safe Heating temperature, 410F

YES X NO _____

COMPANY NAME: Seal Master Georgia

DETAILED SPECIFICATIONS FOR
PARKING LOT SEALANT
(Annual Contract) RFB NO. 21-0015

Parking Lot Sealant is a hot-melt, single component, rubberized asphalt sealant which is formulated specifically to be stiff, non-tracking, yet flexible, sealant which is ideally suited for use in areas subject to pedestrian and slow moving vehicle traffic. Typical uses include crack and joint sealing in both asphalt and Portland cement concrete parking lots, city streets, residential streets, driveways and tennis courts. At application temperatures, Parking Lot Sealant is a thin, free flowing fluid which pours easily, penetrates fine cracks and self-levels, thus, permitting easy application. Parking Lot Sealant can be melted and applied to pavement using either pressure feed melter applicator units or pour pots.

COMPLY: YES X NO _____

Heating temperature in accordance with ASTM D3407 is:

BIDDER RESPONSE

Cone Penetration, 77f, 35 Maximum
the cabinet. Snap on gaskets for seals

YES _____ NO X 45 Max

Flow, 140F (ASTM D3407) 3.0 mm, Maximum

YES X NO _____

Resilience, 77F (ASTM D3407), 30% Minimum

YES X NO _____

Softening Point (ASTM D36), 200F, Minimum

YES X NO _____

Ductility, 77F (ASTM D113), 50 cm. Minimum

YES X NO _____

Mandrel Bend, OF, 180 degree, 5 sec.,
1/2" dia. Pass

YES X NO _____

Asphalt compatibility (ASTM D3407), Pass

YES X NO _____

Recommended Pour Temperature, 380F

YES X NO _____

Safe Heating Temperature, 410F

YES X NO _____

COMPANY NAME: Seal Master Georgia

DETAILED SPECIFICATIONS FOR
ASPHALT RUBBER TYPE 4
(Annual Contract) RFB NO. 21-0015

Asphalt Rubber Type 4 consists of a selected blend of paving grade asphalt with vulcanized granulated crumb rubber. The sealant is supplied in solid form and is easily melted and applied using sealant melter applicator units. During heating in the melting unit, the asphalt and rubber react to form a flexible adhesive compound, which when properly applied, effectively seals cracks in either asphalt or concrete pavements. Type 4 Asphalt Rubber Sealant is made from relatively stiff asphalt and provides a material suited for use in areas that commonly experience summer temperatures in excess of 105F and seldom experience below 30F. The sealant is formulated with a minimum of 24% recycled rubber by weight of asphaltic components. Asphalt Rubber Type 4 is highly adhesive and adheres strongly to pavement cracks.

COMPLY: YES _____ NO X

Recommended specifications limits for Asphalt Rubber Type 4 when heated in accordance with ASTM D5078-90, are as follows:

BIDDER RESPONSE

Safe Heating temperature, 400F	YES <u>X</u>	NO _____
Recommended Application Temperature, 350F	YES <u>X</u>	NO _____
Softening Point, 170F, Minimum	YES <u>X</u>	NO _____
Cone Penetration, 77F, 15-35	YES _____	NO <u>X</u> 50 Max
Resilience, 77F, 40% Minimum	YES <u>X</u>	NO _____
Asphalt Compatibility, Pass	YES <u>X</u>	NO _____

COMPANY NAME: Seal Master Georgia

DETAILED SPECIFICATIONS FOR
POLYFLEX TYPE 2
(Annual Contract) RFB NO. 21-0015

Crafco PolyFlex Type 2 is a hot-applied, asphalt-based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to warm climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack-filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. PolyFlex Type 2 has been a quality Crafco product for 20 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

COMPLY: YES X NO _____

Recommended specifications limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

BIDDER RESPONSE

Cone Penetration, 77F(25C)(ASTM D5329) 35-55	YES <u>X</u> NO _____
Resilience, (ASTM D5329) 40% min.	YES <u>X</u> NO _____
Softening Point, (ASTM D36) 200F (93C) min.	YES <u>X</u> NO _____
Ductility 77F (25C)(ASTM D113) 30cm min.	YES <u>X</u> NO _____
Flexibility (ASTM D311 Modified) Pass at 20F (-7C)	YES <u>X</u> NO _____
Flow, 140F(60C) (ASTM D5329) 3 mm max.	YES <u>X</u> NO _____
Brookfield Viscosity, 400F(204C) (ASTM D2669)	YES <u>X</u> NO _____
Asphalt Compatibility (ASTM D5329) Pass	YES <u>X</u> NO _____
Bitumen Content (ASTM D4) 60% min.	YES <u>X</u> NO _____
Tensile Adhesion (ASTM D5329) 500% min.	YES <u>X</u> NO _____

Maximum Heating Temperature 400F (204C)

YES X NO

Minimum Application Temperature 380F (193C)

YES X NO

COMPANY NAME: Seal Master Georgia

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
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October 15, 2020

Addendum No. 1

**Asphalt Rubber & Sealant (Annual Contract)
RFB No. 21-0015**

Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to acknowledge receipt of this addendum may render your bid "incomplete".

Initials: DM

Company: Seal Master Georgia

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: "Are there any Bonds / Bid Security due for this Bid either at submission or after submission?"

Answer: No. Please see the Specifications, General Provisions, Page 5, Item 17. Bonds are needed only for construction bids.

**Andrea J. McCorvey
Purchasing Division Manager**



SAFETY DATA SHEET

Issuing Date 30-April-2015

Revision Date

Revision Number 0

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND THE COMPANY/UNDERTAKING

GHS Product Identifier

Product Name: CrackMaster Parking Lot

Other Means of Identification

Product Code(s): M1075

Synonyms None

Recommended Use of the Chemical and Restrictions on Use

Recommended Use: Sealant

Uses Advised Against: No information Available

Supplier's Details

Supplier Address
ThorWorks Industries, Inc
2520 S. Campbell St.
Sandusky, OH 44870
1-800-326-1994

Emergency Telephone Number

Emergency Telephone Number Chemtrec 1-800-424-9300

2. HAZARDS IDENTIFICATION

Classification

Classification in accordance to the OSHA Hazard Communication Standard 2012 (29 CFR 1910.1200) = 1B H350

GHS Label Elements, Including Precautionary Statements

Emergency Overview

Signal Word

Danger



H350 May Cause Cancer
P201 Obtain special instructions before use
P202 Do not handle until all safety precautions have been read and understood
P280 Wear eye protection, face protection, protective clothing, protective gloves
P308 + P313 If exposed or concerned: Get medical attention
P405 Store locked up
P501 Dispose of contents/container to an authorized waste collection point

Describe any hazards- Hot material will burn skin.

Appearance: Black/Dark Brown Physical State: Solid at room temperature, liquid above softening point. Odor: Petroleum

Hazard Not Otherwise Classified (HNOC)

Not applicable

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS Number	%	GHS-US classification
Extracts (petroleum), heavy paraffinic distillate solvent	64742-04-7	0.1-20	Carc. 1B, H350
Carbon Black	1333-86-4	0-5	Carc. 2, H351 **

**Bound, not available to inhale as dust. Full text of H-phrases; see section 16.

4. FIRST AID MEASURES

Description of Necessary First-Aid Measures

General	Never give anything by mouth of an unconscious person. If exposed or concerned: Get medical advice/attention.
Eye Contact	Irrigate copiously with clean, fresh water for at least 15 minutes, holding the eyelids apart.
Skin Contact	Drench affected area with water for at least 15 minutes.
Inhalation	Remove victim to fresh air and keep at rest in position comfortable for breathing. Get medical attention/advice.
Ingestion	Get Medical attention/advice if you feel unwell.

Most Important Symptoms/Effects, Acute and Delayed

Most Important Symptoms/Effects	May cause cancer Inhalation of vapors may cause respiratory irritation. Heated product causes burns to skin and eyes.
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Indication of Immediate Medical Attention and Special Treatment Needed, If Necessary

Notes to Physician	Treat Symptomatically and supportively.
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5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Class B. Carbon dioxide. Dry chemical. Foam. Water spray

Unsuitable Extinguishing Media Do not use a heavy water stream.

Specific Hazards Arising from the Chemical

Fire hazard- When heated, material emits irritating fumes. Burning produces irritating, toxic, and noxious fumes.
Explosion hazard- Product is not explosive.
Reactivity- No dangerous reactions known.

Protective Equipment and Precautions for Firefighters

Full protective equipment, including self-contained breathing apparatus to be worn. Do not allow run-off from fire fighting to enter drains/water courses. Exercise caution when fighting any chemical fire.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures

Personal Precautions:	Avoid all eye and skin contact and do not breathe vapor and mist. Keep upwind.
For non-emergency personnel:	Chemical goggles or safety glasses. Wear suitable protective clothing and gloves. Evacuate unnecessary personnel.
For emergency responders:	Chemical goggles or safety glasses. Wear suitable protective clothing and gloves. Stop leak if safe to do so.

Environmental Precautions

Environmental Precautions:	Do not discharge into drains or the environment.
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Methods and Materials for Containment and Cleaning Up

Methods for Containment:	Stop the flow of material, if this is without risk. Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams.
Methods for Cleaning Up:	Allow the molten material to cool. Soak up spills with inert solids, such as clay or diatomaceous earth as soon as possible. On land, sweep or shovel into suitable containers.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Handling: Avoid breathing vapors. Avoid contact with skin and eyes. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not eat, drink, or smoke when using this product. Wash hands and other exposed areas with mild soap and water before eating, drinking, or smoking when leaving work.

Conditions for Safe Storage, Including Any Incompatibilities

Storage: Store in properly closed and labeled containers away from sources of ignition. Store containers in a well-ventilated, clean, and dry area.

Incompatible Products: Strong oxidizing agents.

Specific end use: Sealant.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

Control Parameters

Exposure Guidelines

Chemical Name	ACGIH TLV	OSHA PEL
Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)	Not applicable	Not applicable
Carbon black (1333-86-4)	TWA 3.5 mg/m ³ Remark: Bronchitis	3.5 mg/m ³

Appropriate Engineering Controls

Engineering Measures: Avoid creating mist or spray. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air). Use only outdoors or in a well-ventilated area.

Individual Protection Measures, such as Personal Protective Equipment

Eye/Face Protection: Chemical goggles or safety glasses. Contact with hot material- risk of serious burns. Face shield.

Skin and Body Protection: Long sleeved protective clothing. Foot protection. Insulated gloves.

Respiratory Protection: In case of inadequate ventilation wear respiratory protection. Appropriate self-contained breathing apparatus may be required.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State: Solid at 77° F/ Liquid above softening point.
Odor: Petroleum

Appearance: Black/Dark Brown
Odor Threshold: No Information Available

<u>Property</u>	<u>Values</u>
pH	No data available
Melting Point/Range	150-250° F (65.5-121.1 ° C)
Boiling Point/Boiling Range	>600° F (>315.6° C)
Flash Point	>400° F (>204.4° C)
Evaporation Rate	No data available
Flammability (solid, gas)	No data available

<u>Property</u>	<u>Values</u>
Flammability Limits in Air	
Upper flammability limit	No data available
Lower flammability limit	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Specific Gravity	1.0-1.9
Solubility	No data available
Solubility in other solvents	No data available
Density	8-16 lbs/gal

Partition coefficient: n-octanol/water No data available
Autolgnition Temperature >700° F (>371.1° C)
Decomposition Temperature No data available
Viscosity No data available

Explosive Properties No data available
Oxidizing Properties No data available

Other Information

VOC Content 0%

10. STABILITY AND REACTIVITY

Reactivity: No dangerous reactions known.
Chemical Stability: Stable under normal conditions.
Possibility of Hazardous Reactions: Hazardous polymerization will not occur.
Conditions to Avoid: None known.
Incompatible Materials: Strong oxidizing agents.
Hazardous Decomposition Products: Carbon Monoxide (CO), Hydrogen Sulfide, Aldehydes, Aromatic hydrocarbons. Irritating and/or toxic fumes may be released if burned.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects

Likely routes of exposure: Skin and eye contact; Inhalation
Acute toxicity: Not classified

Chemical Name	LD50 Oral (Rat)	LC50 Inhalation (Rat)
Carbon Black (1333-86-4)	>8000 mg/kg (Rat)	>4.6 mg/m ³ 4 h

Skin corrosion/irritation: Not Classified
Serious eye damae/irritation: Not Classified
Respiratory or skin sensitization: Not Classified
Germ cell mutagenicity: Not Classified
Carcinogenicity: Not Classified

Chemical Name	IRAC Group	National Toxicology Program (NTP) Status
Carbon Black (1333-86-4)	2B- Possibly carcinogenic to humans, Inhalation of dust.	Not listed in carcinogenicity class

Reproductive Toxicity: Not Classified
Specific target organ toxicity (single exposure): Not Classified
Specific target organ toxicity (repeated exposure): Not Classified
Aspiration hazard: Not Classified
Symptoms/injury after inhalation: Inhalation of vapors may cause respiratory irritation.
Symptoms/injury after skin contact: Heated product causes burns.
Symptoms/injury after eye contact: Heated product causes burns.

12. ECOLOGICAL INFORMATION

Toxicity: No information available.
Persistence and Degradability:
Carbon Black (1333-86-4): Not readily biodegradable
Bioaccumulation Potential: No information available.
Mobility in soil: No information available.
Other Adverse Effects: No information available.

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods:

Sewage disposal recommendations: Do not dispose of waste into sewer.
Waste disposal recommendations: Dispose in a safe manner in accordance with local/national regulations.

14. TRANSPORTATION INFORMATION

DOT: Not considered a dangerous good for transport regulations.

15. REGULATORY INFORMATION

Legend

TSCA – United States Toxic Substances Control Act Section 8(b) Inventory
DSL/NDL – Canadian Domestic Substances List/Non-Domestic Substances List
EINECS – European Inventory of Existing Commercial Chemical Substances

U.S. Federal Regulations

Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)- listed on the US TSCA inventory.
Carbon Black (1333-86-4)- listed on the US TSCA inventory.

International Regulations

CANADA

Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)- listed on the Canadian DSL inventory.
Carbon Black (1333-86-4)- listed on the Canadian DSL inventory.

EU Regulations

Extracts (petroleum), heavy paraffinic distillate solvent (64742-04-7)- listed on the EEC inventory EINECS
Carbon Black (1333-86-4)- listed on the EEC inventory EINECS

Classification according to Regulation (EC) No. 1272/2008 [CLP]

Carc. 1B Full text of H-phrases: see section 16

Classification according to Directive 67/548/EEC [DSD] or 1999/45/EC [DPD]

Carc. Cat. 2; R45

National Regulations

Carbon Black (1333-86-4)-
Listed on IARC (International Agency for Research on Cancer)
Listed on PICCUS (Philippines Inventory of Chemicals and Chemical Substances)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on Taiwan National Chemical Inventory
Listed on the Korean ECL(Existing Chemicals List)
Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory
Listed on the Inventory of Existing Chemical Substances Produced or Imported in China (IECSC)

U.S. State Regulations

Carbon Black (1333-86-4)
California Proposition 65 Carcinogens List: Yes
California Proposition 65 Developmental Toxicity: No
California Proposition 65 Reproductive Toxicity- Female: No
California Proposition 65 Reproductive Toxicity- Male: No

U.S. State Right-To-Know Regulations

"X" designates that the ingredients are listed on the state right to know list.

Chemical Name	New Jersey
Asphalt	X

16. OTHER INFORMATION

NFPA	Health Hazard: 2	Flammability: 1	Instability: 0	Physical and Chemical Hazards-
HMIS	Health Hazard: 2	Flammability: 1	Physical Hazard: 0	Personal Protection: X

Full text of H-phrases:

Carc. 1B- Carcinogenicity, Category 1B
Carc. 2- Carcinogenicity, Category 2
H350- May Cause Cancer
H351- Suspected of Causing Cancer

Revision Date: 30-April-2015
Revision Note: No information available.

General Disclaimer

The information provided on this SDS is correct to the best of our knowledge, information, and belief at the date of its publication. The information given is designed only as a guide for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered as a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other material or in any process, unless specified in the text.

PRODUCT DESCRIPTION

- Flexible to -20°F
- Rapid Melting
- Economical
- Excellent Adhesion
- Sets-Up Quickly
- Resists Tracking

CrackMaster™ TRM is a hot pour crack and joint sealant for portland cement and asphaltic pavements. As an economical and effective preventative maintenance treatment, CrackMaster™ TRM prolongs pavement life by sealing cracks and joints from water penetration, which cause base failure and pot holes. This is a high viscosity, non self-leveling material with a crumb rubber content of 18% minimum based on asphaltic components or 13% minimum by overall weight. CrackMaster™ TRM forms a long-lasting seal which resists tracking in warm temperatures and remains flexible in cold temperatures.

USES

CrackMaster™ TRM is recommended for sealing cracks and joints in portland cement, asphaltic pavements, and parking lots. It is designed to seal expansion and contraction joints, longitudinal and transverse cracks, joints between concrete and asphaltic shoulders, and random cracks.

SIZES

CrackMaster™ TRM is supplied in 50 lb. cardboard cartons containing two 25 lb. blocks of material per carton

TECHNICAL DATA

CrackMaster™ TRM meets the following material requirements when tested in accordance with State Modified ASTM-D1190, ASTM-D6690 Type I, AASHTO M173, and Fed. Spec. SS-S-164. (See chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	370-390°F
Maximum Heating Temperature	410°F
Maximum Heating Time	12 hrs.
Penetration (150 gr./5 sec.)	70 max.
Resiliency	30-60%
Flow (60°C, 75° angle, 5 hours)	5 mm max.
Bond, 0°F/50% Ext	Passes 5 cycles
Softening Point	176°F Min
Specific Gravity	1.12
Crumb Rubber Content	13% min.
Asphalt Compatibility	Compatible

INSTALLATION

Proper surface preparation facilitates adequate adhesion and consequently the maximum life of the sealant. In order for proper adhesion, the crack/joint must be free of moisture, dust, loose aggregate, and other contaminants. The substrate and air temperatures must be 40°F or above. Sawing, routing, and/or sandblasting are the preferred methods of preparation. Use oil-free compressed air and heat to clean and dry the surface immediately prior to sealing. Cracks/joints should be sized so that the maximum extension and compression do not exceed 50% of the width. Best results are obtained when the cracks/joints are opened at least 1/2 inch wide.

METHODS

The melting kettle should be a conventional oil jacketed unit equipped with an agitator, pumping system and temperature control devices for both the material and heat transfer oil. Carefully insert small quantities of CrackMaster™ TRM and the plastic bag into the melting equipment while the agitator is turned off. Load material slowly to avoid splash back. After the initial load has reached the recommended pouring temperature, fresh material may be added to the melter as sealant is used. Melt only the material that will be used during that day. Purge material remaining in the kettle lines at the end of each sealing operation. The material may be safely reheated.

NOTE

The temperature of the heat transfer oil should not exceed 525°F. Do not heat CrackMaster™ TRM above the maximum heating temperature and do not maintain it at the temperature for prolonged periods of time. This could cause the material to gel in the equipment or fail in the cracks/joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

CRACKMASTER TRM

Crack & Joint Sealant for Moderate Climates

SMT-315

REVISED 01/03/11

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.



Phone: 1-800-395-7325

www.sealmaster.net

PRODUCT DESCRIPTION

A premium quality crack and joint sealing material that resists tracking at elevated temperatures and remains flexible down to -10°F. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster Parking Lot Grade forms a lasting seal that resists tracking in warm climates.

USES

CrackMaster Parking Lot Grade is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements. It is ideally suited for parking lots.

COMPOSITION

CrackMaster Parking Lot Grade is supplied in solid blocks comprised of asphaltic resins and synthetic polymer rubber.

SIZES

CrackMaster Parking Lot Grade is supplied in 50 lb. cardboard cartons containing two 25 lb. blocks of material per carton.

COLOR

Black.

LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application. Not recommended for cracks in excess of 1" wide.

TECHNICAL DATA

CrackMaster Parking Lot Grade meets the following material requirements when tested in accordance with ASTM D-5329. (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	370-390°F
Maximum Heating Temperature	410°F
Heating Time	12 Hours
Cone Penetration at 77°F	35 Max.
Resiliency	60%
Flow at 140°F (5h)	0 mm
Softening Point	200°F Min
Specific Gravity	1.18
Asphalt Compatibility	Compatible
Viscosity @ 370	25 ± 10 poise

ENVIRONMENTAL CONSIDERATIONS

CrackMaster Parking Lot Grade is considered a non-hazardous material.

INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

METHODS

CrackMaster Parking Lot Grade shall be melted in a conventional oil-jacketed unit equipped with an agitator and temperature control device for both material and heat transfer oil. Carefully insert blocks of material (with plastic bag) into the melting equipment while the agitator is turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (370-390°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT

Protective apparel is recommended with application of CrackMaster Parking Lot Grade. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hard hat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

MIXING PROCEDURES

Use material as supplied. Do not blend with other materials. After CrackMaster Parking Lot Grade is melted it should be agitated or recirculated.

APPLICATION

Apply heated CrackMaster Parking Lot Grade using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide).

CRACKMASTER PARKING LOT GRADE

Product No. M1075L

SMT-195

REVISED 06/24/20

The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

SealMaster

Pavement Products & Equipment

Phone: 1-800-395-7325

www.sealmaster.net

CRACKMASTER PL

Hot Pour Crack Sealant

SMT-192

REVISED 04/03/15

PRODUCT DESCRIPTION

CrackMaster PL is a single component, hot applied crack and joint sealant. When melted and properly applied it forms a resilient crack sealant for both asphaltic and cementitious pavements. CrackMaster PL forms a lasting seal that resists tracking in warm climates.

USES

CrackMaster PL is designed to seal expansion joints, longitudinal and transverse cracks, joints between concrete and asphalt shoulders, and random cracks in both asphalt and concrete pavements.

COMPOSITION

As supplied, CrackMaster PL is supplied in solid blocks comprised of asphaltic resins and synthetic polymer rubber.

SIZES

CrackMaster PL is supplied in 50 lb. cardboard cartons containing two 25 lb. blocks of material per carton.

COLOR

Black.

LIMITATIONS

Do not overheat material. Cracks must be free from moisture, dust, loose aggregate and other contaminants prior to application. Not recommended for cracks in excess of 1" wide.

TECHNICAL DATA

CrackMaster PL meets SealMaster Product Specification when tested in accordance with ASTM D5329. (see chart below).

Chemical & Physical Analysis	
Recommended Pour Temperature	370-390°F
Maximum Heating Temperature	400°F
Penetration (150 gr/5 sec.)	30-45
Ductility @ 77°F	30 cm
Resiliency	40% min
Flow at 140°F (5h)	0 mm
Softening Point	200°F Min
Specific Gravity	1.18
Asphalt Compatibility	PASSES
Viscosity @ 375	60 ± 10 poise
Flexibility @ 20°F (1" Mandrel)	PASSES
Tensile Adhesion	500%

ENVIRONMENTAL CONSIDERATIONS

CrackMaster PL is considered a non-hazardous material.

INSTALLATION

Proper surface preparation will facilitate adequate adhesion and consequently the maximum service life of the sealant. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.

METHODS

CrackMaster PL shall be melted in a conventional oil-jacketed unit equipped with an agitator and temperature control device for both material and heat transfer oil. Carefully insert blocks of material (with plastic bag) into the melting equipment while the agitator is turned off. Load material slowly to avoid splashing. After the initial load of material has reached the recommended pouring temperature (370-390°F), fresh material may be added as sealant is used. Melt only enough material that will be used the same day. Avoid overheating material. Excessive heat could cause material to gel in the equipment or fail in crack and joints. A significant viscosity increase accompanied by stringiness signals the approach of gelation. If this occurs, immediately remove the material from the melter and dispose of it.

IMPORTANT

Protective apparel is recommended with application of CrackMaster PL. The extremely hot material will cause severe burns on contact with skin. OSHA Safety Regulations require workers to wear the following types of safety attire (see current OSHA/Safety Regulations for additional information): Hardhat with face shield; long sleeved shirt buttoned at the wrist; heat resistant gloves; long, cuffless pants; and safety toed work boots. Make certain all area around melter is clear of all debris and flammable materials. Avoid breathing vapors. Use with adequate ventilation.

MIXING PROCEDURES

Use material as supplied. Do not blend with other materials. After CrackMaster PL is melted it should be agitated or recirculated.

APPLICATION

Apply heated CrackMaster PL using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

CRACKMASTER PL

Hot Pour Crack Sealant

SMT-192

REVISED 04/03/15

ESTIMATING MATERIAL REQUIREMENTS

Use the following chart as a guideline for estimating material requirements (based upon pounds of material needed for 100 feet of cracks):

Crack Width	Depth	Lbs/100 Ft
3/8"	3/8"	6.9 lbs.
3/8"	1/2"	9.3 lbs.
1/2"	1/2"	12.3 lbs.
1/2"	1"	24.7 lbs.
3/4"	1/2"	18.5 lbs.
3/4"	3/4"	27.8 lbs.

The above coverage rates are only a guideline. Actual material usage may vary due to width of application and thickness of material above pavement surfaces.

PRECAUTIONS

Cracks must be free from moisture, dust, dirt, and debris. Both substrate and air temperature must be above 40°F. Keep boxes of material dry during storage. Do not store in direct sunlight.

WARRANTY AND DISCLAIMER

The statements made on this technical data sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.

SealMaster®

Pavement Products & Equipment

Phone: 1-800-395-7325

www.sealmaster.net

EXHIBIT D

*Columbus Consolidated Government
Asphalt Rubber & Sealant (Annual Contract)*

RFB No. 21-0015

Sayler of GA, Inc. dba Sealmaster/Georgia

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

October 22, 2020

Mr. Jon Womack, VP of Operations
Sayler of Georgia, Inc., dba Sealmaster Georgia
535 Frederick Ct SW; PO Box 43252
Atlanta, GA 30336-1801

Email: jon@sealmasteratlanta.com

Re: Asphalt Rubber & Sealant
(Annual Contract) RFB No. 21-0015

Dear Mr. Womack:

Thank you for your submittal in response to the referenced Request for Bids. During analysis of the bid responses, the Purchasing Division perceived the following discrepancy in the calculation of the extended price per lb column:

EST LBS USAGE	DESCRIPTION	VENDOR CLASSIFICATION / VENDOR TYPE	UNIT PRICE PER LB	SEALMASTER GEORGIA EXTENDED PRICE PER LB	CORRECTED EXTENDED PRICE PER LB
5,000	Modified Asphalt Rubber Plus Sealant	Crackmaster TRM	\$0.63	\$0.63	\$3,150.00
10,000	Parking Lot Sealant	Crackmaster Parking Lot	\$0.63	\$0.63	\$6,300.00
50,000	Asphalt Rubber Type 4	Crackmaster PL	\$0.59	\$0.59	\$29,500.00
50,000	PolyFlex Type 2	Crackmaster PL	\$0.59	\$0.59	\$29,500.00
TOTAL ESTIMATED ANNUAL CONTRACT VALUE					\$68,450.00

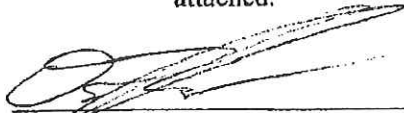
Using your unit prices, the Purchasing Division calculates the Total Estimated Annual Contract Value of **\$68,450.00** as shown above. Please review your pricing page attached and verify with the above corrected extended price per lb column. Indicate below your concurrence with the City's findings:



Sayler of Georgia, Inc. dba Sealmaster Georgia concurs with the City's findings regarding the pricing page extended price column corrections. Our total estimated contract value is \$68,450.00.



Sayler of Georgia, Inc. dba Sealmaster Georgia does not concur with the City's findings regarding the pricing page extended price column corrections. Our written response is attached.



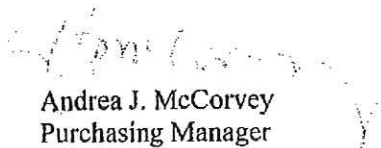
Authorized Signature

10-25-10

Date of Signature

Your written response is requested no later than October 28, 2020 by 5:00 PM. Please forward your response to the attention of Patti Postorino at email postorino.patti@columbusga.org or fax number 706-225-3033.

Sincerely,



Andrea J. McCorvey
Purchasing Manager

Attachment



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

October 22, 2020

Mr. Jon Womack, VP of Operations
Sayler of Georgia, Inc., dba Sealmaster Georgia
535 Frederick Ct SW; PO Box 43252
Atlanta, GA 30336-1801

Email: jon@sealmasteratlanta.com

Re: Asphalt Rubber & Sealant
(Annual Contract) RFB No. 21-0015

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10,000	Parking Lot Sealant	Crackmaster Parking Lot	\$0.63	\$0.63	\$6,300.00
50,000	Asphalt Rubber Type 4	Crackmaster PL	\$0.59	\$0.59	\$29,500.00
50,000	PolyFlex Type 2	Crackmaster PL	\$0.59	\$0.59	\$29,500.00
TOTAL ESTIMATED ANNUAL CONTRACT VALUE					\$68,450.00

Using your unit prices, the Purchasing Division calculates the Total Estimated Annual Contract Value of **\$68,450.00** as shown above. Please review your pricing page attached and verify with the above corrected extended price per lb column. Indicate below your concurrence with the City's findings:

_____ Saylor of Georgia, Inc. dba Sealmaster Georgia concurs with the City's findings regarding the pricing page extended price column corrections. Our total estimated contract value is \$68,450.00.

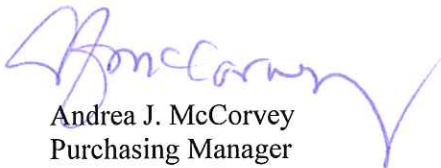
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Authorized Signature

Date of Signature

Your written response is requested no later than October 28, 2020 by 5:00 PM. Please forward your response to the attention of Patti Postorino at email postorino.patti@columbusga.org or fax number 706-225-3033.

Sincerely,


Andrea J. McCorvey
Purchasing Manager

Attachment



PRICING PAGE

ASPHALT RUBBER & SEALANT (Annual Contract) RFB 21-0015

EST. LBS USAGE	DESCRIPTION	VENDOR CLASSIFICATION / VENDOR TYPE	UNIT PRICE PER LB	EXTENDED PRICE PER LB
5,000	Modified Asphalt Rubber Plus Sealant	Crackmaster TRM	\$ 0.63	\$ 0.63
	State Minimum Order <u>40800</u> Pounds			
10,000	Parking Lot Sealant	Crack Master Parking Lot	\$ 0.63	\$ 0.63
	State Minimum Order <u>2400</u> Pounds			
50,000	Asphalt Rubber Type 4	Crackmaster PL	\$ 0.59	\$ 0.59
	State Minimum Order <u>10000</u> Pounds			
50,000	PolyFlex Type 2	Crackmaster PL	\$ 0.59	\$ 0.59
	State Minimum Order <u>10000</u> Pounds			
TOTAL ESTIMATED ANNUAL CONTRACT VALUE				\$ 68,450

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

10 %

Delivery will be made within 7-10 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

SealMaster Georgia
Company Name

10/18/2020
Date

CONTRACT

THIS CONTRACT, executed this 8th day of December 2020, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Crafco, Inc. (Chandler, AZ)**, 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 **Asphalt Rubber & Sealant (Annual Contract)**, per **RFB No. 21-0015**, and was awarded the Contract by Columbus City Council on Tuesday, November 17, 2020, Resolution No. 379-20, for the contract term of two years, beginning December 18, 2020 through December 17, 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 Awarded Items, the City's Business Requirements, the City's Request for Proposals, dated September 23, 2020 (and all addenda thereto), the Contractor's bid dated October 21, 2020 and the proposal documents which are attached hereto as exhibits "A", "B" and "C" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

FORM 3

CONTRACT SIGNATURE PAGE
ASPHALT RUBBER & SEALANT
(Annual Contract) RFB No. 21-0015

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

Angie Haglin
Witness as to the signing of the contract

(Corporate seal, if applicable)



Company Ordering Address

6165 W. Detroit Street

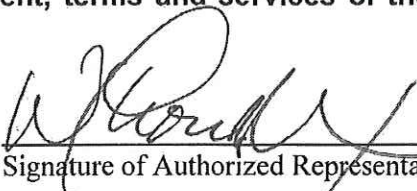
Chandler, AZ 85226

Contact Mike Corvino
mike.corvino@crafcro.com /

Email connie.olmos@crafcro.com

Telephone (602) 228-5837 / (800) 528-8242

Fax (480) 961-0513


Signature of Authorized Representative Date

10/19/2020

N. Thomas Kelly / Vice President and
Print Name and Title of Signatory National Sales Mgr.

Crafcro, Inc.
Company Name

Company Payment Address

Dept. 2279, PO Box 11407

Birmingham, AL 35246-2279

Contact Samantha Soto

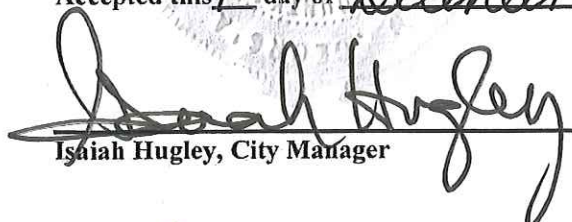
Email accountsreceivable@crafcro.com

Telephone (602) 276-0406


Fax (480) 940-6051

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 10th day of December 2020


Isaiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:


Clifton C. Fay, City Attorney

ATTEST:


Sandra T. Davis, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. 329-20


Clerk of Council

ASPHALT RUBBER & SEALANT RFB 21-0015
11/17/2020

<u>VENDOR / AWARDED ITEMS</u>	<u>EST QTY LBS</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
Crafco, Inc. (Chandler, AZ)			
Parking Lot Sealant (Crafco Parking Lot Sealant Type 2)	10,000	\$0.5980	\$5,980.00
PolyFlex Type 2 (Crafco Polyflex Type 2)	50,000	\$0.5580	\$27,900.00
VENDOR TOTAL ESTIMATED ANNUAL CONTRACT VALUE			\$ 33,880.00

RESOLUTION

NO. 379-20

A RESOLUTION AUTHORIZING THE PURCHASE OF ASPHALT RUBBER & SEALANT FROM SEALMASTER (ATLANTA, GA) AND CRAFCO, INC (CHANDLER, AZ) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$66,530.00.

WHEREAS, the material will be used on an "as needed" basis by the Public Works Department for sealing cracks when repairing streets, parking lots and highways, and;


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

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

That the City Manager is hereby authorized to purchase asphalt rubber and sealant from Sealmaster (Atlanta, GA) and CrafcO, Inc (Chandler, AZ) for the estimated annual contract value of \$66,530.00. Funds are budgeted each fiscal year for this ongoing expense: Paving Fund - Public Services - Repairs & Maintenance – Street Repairs and Maintenance - Road Maintenance Materials, 0203-260-3110-STRT-6726.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 17th day of November, 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>ABSENT</u>
Councilor Crabb	voting <u>YES</u>
Councilor Davis	voting <u>YES</u>
Councilor Garrett	voting <u>ABSENT</u>
Councilor House	voting <u>YES</u>
Councilor Huff	voting <u>YES</u>
Councilor Thomas	voting <u>ABSENT</u>
Councilor Tucker	voting <u>YES</u>
Councilor Woodson	voting <u>YES</u>


Sandra T. Davis
Clerk of Council

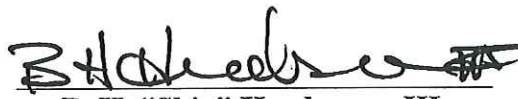

B. H. "Skip" Henderson, III
Mayor

EXHIBIT A

*Columbus Consolidated Government
Asphalt Rubber & Sealant (Annual Contract)*

RFB No. 21-0015

Business Requirements

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Crafco, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 6165 West Detroit Street 6 City, state, and ZIP code Chandler, AZ 85226	Requester's name and address (optional) REMIT TO: Dept. 2279, PO Box 11407 Birmingham, AL 35246-2279
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
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 ► *Hail Henth*

Date ► *2/24/2020*

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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Logged in as POSTORINO.PATTI | CID: 48005 | [Logout](#) **Custom****Check for imported payees with non-matching TIN data and verify new payees**

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

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 Records

TIN	Name
-----	------

[Download](#)**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](#)

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Crafco, Inc.
a Foreign Profit Corporation

has been duly formed under the laws of **Arizona** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Profit Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Profit Corporation** is hereby granted, on **09/29/2020**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/01/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed
Secretary of State
Filing Date: 9/29/2020 9:51:53 AM

BUSINESS INFORMATION

CONTROL NUMBER 20185660
BUSINESS NAME CrafcO, Inc.
BUSINESS TYPE Foreign Profit Corporation
EFFECTIVE DATE 09/29/2020
HOME JURISDICTION Arizona
NAME IN HOME JURISDICTION CrafcO, Inc.
DATE OF FORMATION IN HOME JURISDICTION 03/29/1976
COMMENCEMENT DATE IN GEORGIA 09/28/2020

PRINCIPAL OFFICE ADDRESS

ADDRESS 6165 W. Detroit Street, Chandler, AZ, 85226, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
C T CORPORATION SYSTEM	289 S CULVER STREET, LAWRENCEVILLE, GA, 30046-4805, USA	Gwinnett

OFFICER(S)

NAME	TITLE	ADDRESS
Alan Wall	CFO	2829 Lakeland Drive, Suite 200, Flowood, MS, 39232, USA
Donald M. Brooks	CEO	6165 W. Detroit Street, Chandler, AZ, 85226, USA
Kathryn W. Stone	SECRETARY	2829 Lakeland Drive, Suite 200, Flowood, MS, 39232, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Kevin Watson
AUTHORIZER TITLE Authorized Person

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

CRAFCO, INC.

ACC file number: 01043982

was incorporated under the laws of the State of Arizona on 03/29/1976;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: 09/28/2020



A handwritten signature in black ink, reading "Matthew Neubert", with a horizontal line underneath.

Matthew Neubert, Executive Director



CERTIFICATE OF LIABILITY INSURANCE

4/30/2021 DATE (MM/DD/YYYY)
12/1/2020

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).

PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1407257 Crafc, Inc. 2829 Lakeland Drive Flowood MS 39232	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	
	INSURER B: National Fire and Marine Insurance Co	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17061495 REVISION NUMBER: XXXXXXXX

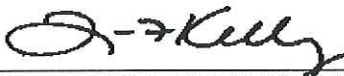
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	XSL G71233595	4/30/2020	4/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25302333	4/30/2020	4/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	42-UMO-302493-05	4/30/2020	4/30/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WLR C66924208	4/30/2020	4/30/2021	<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)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: RFB No: 21-0015, ASPHALT RUBBER & SEALANT (Annual Contract).

CERTIFICATE HOLDER

CANCELLATION See Attachments

17061495 Columbus Consolidated Government Purchasing Division P. O. Box 1340 Columbus GA 31902-1340	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 

All policies (except Workers' Compensation/EL) include a blanket automatic Additional Insured endorsement [provision] that confers Additional Insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an Additional Insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an Additional Insured under the policy. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

All policies include a blanket automatic Waiver of Subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the Waiver of Subrogation feature does not apply.

Named Insured Schedule

Ergon, Inc.
Ergon - West Virginia, Inc.
Ergon Refining, Inc.
Ergon BioFuels, LLC
Ergon BioSciences, Inc.
Ergon Asphalt & Emulsions, Inc.
Ergon Asphalt Holdings, LLC
Crafco, Inc.
Tricor Refining, LLC
Paragon Technical Services, Inc.
Paving Maintenance Supply, Inc.
Ergon Terminaling, Inc.
Ergon Oil Purchasing, Inc.
Ergon - Baton Rouge, Inc.
Ergon - Ironton, LLC
Ergon - Knoxville, Inc.
Ergon - St. James, Inc.
Ergon Moda St. James, LLC
Ergon - Texas Pipeline, Inc.
Ergon Acquisition Corp.
Ergon Foundation, Inc.
Ergon Securities, Inc.
Big Valley, LLC
Ergon Properties, Inc.
ISO Panels, Inc.
Magnolia Marine Transport Company
Ergon Marine & Industrial Supply, Inc.
Ergon Trucking, Inc.
LLWR, LLC
M & L Properties, LLC
Mirror Lake Building, LLC
Mirror Lake Land Company
Pearl Street Parking LLC
PruGON Properties LLC
Crafco (Wuxi) Pavement Preservation Equipment Co., Ltd.
Ergon - Latin America, LLC
Ergon - Asia, Inc.
Ergon Asia (Hong Kong) Limited
Ergon Mexico S de R.L. de C.V.

Ergon Oil (Singapore) Pte. Ltd
Ergon Oil (Indonesia)
Ergon International, Inc. (Formerly Ergon Europe, MEA, Inc.)
Bay Harbour Development, LLC
Grand Harbour Development, LLC
Specialty Process Fabricators, Inc.
Ergon Energy Associates, LLC
Ergon Energy Partners, LP
Flowood Oil, LLC
Ergon Exploration, Inc.
Ergon Production, Inc.
MSLATX Pipeline Company
Kearney Park Farms, Inc.
Lampton-Love, Inc.
Lacox Propane Gas Company
Blossman L. P. Gas Service, Inc.
Harrell Gas, Inc.
Lacox, Inc.
Lampton-Love Gas Company
Lampton-Love of Magee, Inc.
Lampton-Love of Pelahatchie, Inc.
Liquefied Petroleum Gas Management, Inc.
Allgas, Inc.
Allgas, Inc., of Montgomery
Allgas, Inc., of TN
Magnolia Gas, Inc.
Natchez Butane, Inc.
Petroleum Distributor of Jackson, Inc.
Progas Inc.
Southern Propane, Inc.
Starkville L.P. Gas, Inc.
Process Oils, Inc.
Chemical Marketing Associates DBA Process Oils, Inc.
Ergon Construction Group, Inc.
Ergon Construction Group, Inc. dba Alliant Construction
Ergon Construction Group, Inc. dba Ergon Maintenance Services
Bryan & Bryan Asphalt, LLC
TABB Management Services, LLC
Trinity Asphalts, Ltd.
BMR Transport, Inc.
Ergon Construction Group, Inc. dba ISO Panels, Inc.
Bryan & Bryan Trucking, LLC

Ergon Asfaltos México HC, LLC
Ergon México HC, LLC
Ergon Chemicals, LLC
Resinall Corporation
Industrial Transport, Inc.
Ergon-Frazier Development I, LLC
Diversified Technology, Inc.
Bunge-Ergon Renewable Energy, LLC
Ergon Asphalt Products - Coolidge, Inc. (Dissolved 10/8/2010)
Ergon Asphalt Products, Inc.
Lampton-Love Trucking, Inc.
Mainstreet Builders, Inc. (Dissolved 6/30/10)
Pearl Street Properties, Inc. (Dissolved 08/11/2010)
Solquim, C.A. (Sold March 2007)
Flowood Properties LLC (Dissolved 01/23/2007)
Georgia Emulsions, LLC (Dissolved 10/21/2010)
Bunge-Ergon Vicksburg, LLC
Ergon Ethanol, Inc.
Telfer Pavement Technologies (Southeast), LLC (Dissolved 2019)
Telfer Pavement Technologies, LLC (Dissolved 2019)
Telfer Geosynthetics (Dissolved 2019)
Telfer Highway Technologies, LLC (Dissolved 2019)
Telfer Oil Company (Dissolved 2019)
Continental Western Transportation Co., Inc. (Dissolved)
Western States Asphalt of Montana, LLC
Western States Group, LLC

EXHIBIT C

*Columbus Consolidated Government
Asphalt Rubber & Sealant (Annual Contract)*

RFB No. 21-0015

Crafco, Inc.

Bid Submission

BID FORM

**ASPHALT RUBBER & SEALANT
(Annual Contract)
RFB NO. 21-0015**

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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*. 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:

- ☐ Communication Concerning This Solicitation (Form 1)
- ☐ Detailed Specifications Forms (Pages 16-20) ☐ Bid Form (Form 2) ☐ Pricing Page (Page 22)
- ☐ Literature and Specification of Product ☐ MSDS on Product
- ☐ Contract Signature Page (Form 3) ☐ Business License
- ☐ Insurance Checklist (Form 4) ☐ W-9 Rev 2018 (Form 5)

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

Addendum No. 1 N. Thomas Kelly 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.

Crafco, Inc.**bids@crafco.com**

Vendor Business Name

Email Address

Authorized Signature

N. Thomas Kelly

Print Name

10/19/2020

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

ASPHALT RUBBER & SEALANT (Annual Contract) RFB 21-0015

EST. LBS USAGE	DESCRIPTION	VENDOR CLASSIFICATION / VENDOR TYPE	UNIT PRICE PER LB	EXTENDED PRICE PER LB
5,000	Modified Asphalt Rubber Plus Sealant	NO BID	\$ NO BID	\$ NO BID
	State Minimum Order <u>N/A</u> Pounds			
10,000	Parking Lot Sealant	Crafco Parking Lot Sealant Type 2	\$ 0.5980	\$ 5,980.00
	State Minimum Order <u>2,250</u> Pounds			
50,000	Asphalt Rubber Type 4	NO BID	\$ NO BID	\$ NO BID
	State Minimum Order <u>N/A</u> Pounds			
50,000	PolyFlex Type 2	Crafco Polyflex Type 2	\$ 0.5580	\$ 27,900.00
	State Minimum Order <u>2,250</u> Pounds			
TOTAL ESTIMATED ANNUAL CONTRACT VALUE				\$ 33,880.00

VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:
0 %

Delivery will be made within 15 days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

Crafco, Inc.
Company Name

10/19/2020
Date

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
BidLine 706-225-4536
www.columbusga.org

October 15, 2020

Addendum No. 1

Asphalt Rubber & Sealant (Annual Contract)
RFB No. 21-0015

Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to acknowledge receipt of this addendum may render your bid "incomplete".

Initials: D. Thomas

Company: Crafco, Inc.

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: "Are there any Bonds / Bid Security due for this Bid either at submission or after submission?"

Answer: No. Please see the Specifications, General Provisions, Page 5, Item 17. Bonds are needed only for construction bids.

Andrea J. McCorvey
Purchasing Division Manager

FORM 1

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: Crafco, Inc.

Print Name of Authorized Agent: N. Thomas Kelly

Signature of Authorized Agent: 

DETAILED SPECIFICATIONS FOR
MODIFIED RUBBER PLUS SEALANT
(Annual Contract) RFB NO. 21-0015

Modified Asphalt Rubber Plus Sealant is specifically formulated to be stiff, non-tracking, yet flexible sealant which is ideally suited for use in areas with hot climates. The Sealant is supplied in solid form which when melted and properly applied, forms a resilient and adhesive compound that will effectively seal cracks in both asphalt and concrete pavements and joints in concrete pavements. Modified Asphalt Rubber Plus contains a minimum of 18% recycled rubber by weight of asphaltic components. Modified Asphalt Rubber Plus is highly adhesive and bonds strongly to pavement cracks and joints. Due to its high rubber content, Modified Asphalt Rubber Plus is not self-leveling and should be applied using pressure feed melter applicator units. When properly applied, Modified Asphalt Rubber Plus will form a long lasting seal which resists tracking during the summer and cracking during the winter.

COMPLY: YES _____ NO _____

Recommended specification for Modified Rubber Plus Sealant when heated in accordance with ASTM D1191 is:

BIDDER RESPONSE

Cone Penetration, 77F (ASTM D1191), Recommended specification limits: 30-50

YES _____ NO _____

Flow, 140F (ASTM D1191), 5 MM, Maximum

YES _____ NO _____

Resilience, 77F (ASTM D3407), 50% Minimum

YES _____ NO _____

Softening Point (ASTM D36), 210F, Minimum

YES _____ NO _____

Ductility, 77F (ASTM D113), 20 cm, Minimum

YES _____ NO _____

Flexibility, 1", 90 deg., OF 10 sec., PASS

YES _____ NO _____

Recommended Pour temperature, 380F

YES _____ NO _____

Safe Heating temperature, 410F

YES _____ NO _____

COMPANY NAME: Crafco, Inc.

DETAILED SPECIFICATIONS FOR
PARKING LOT SEALANT
(Annual Contract) RFB NO. 21-0015

Parking Lot Sealant is a hot-melt, single component, rubberized asphalt sealant which is formulated specifically to be stiff, non-tracking, yet flexible, sealant which is ideally suited for use in areas subject to pedestrian and slow moving vehicle traffic. Typical uses include crack and joint sealing in both asphalt and Portland cement concrete parking lots, city streets, residential streets, driveways and tennis courts. At application temperatures, Parking Lot Sealant is a thin, free flowing fluid which pours easily, penetrates fine cracks and self-levels, thus, permitting easy application. Parking Lot Sealant can be melted and applied to pavement using either pressure feed melter applicator units or pour pots.

COMPLY: YES X NO

Heating temperature in accordance with ASTM D3407 is:

BIDDER RESPONSE

Cone Penetration, 77f, 35 Maximum
the cabinet. Snap on gaskets for seals

YES X NO

Flow, 140F (ASTM D3407) 3.0 mm, Maximum

YES X NO

Resilience, 77F (ASTM D3407), 30% Minimum

YES X NO

Softening Point (ASTM D36), 200F, Minimum

YES X NO

Ductility, 77F (ASTM D113), 50 cm, Minimum

YES X NO

Mandrel Bend, OF, 180 degree, 5 sec.,
½" dia. Pass

YES X NO

Asphalt compatibility (ASTM D3407), Pass

YES X NO

Recommended Pour Temperature, 380F

YES X NO

Safe Heating Temperature, 410F

YES X NO

COMPANY NAME: Crafco, Inc.

DETAILED SPECIFICATIONS FOR
ASPHALT RUBBER TYPE 4
(Annual Contract) RFB NO. 21-0015

Asphalt Rubber Type 4 consists of a selected blend of paving grade asphalt with vulcanized granulated crumb rubber. The sealant is supplied in solid form and is easily melted and applied using sealant melter applicator units. During heating in the melting unit, the asphalt and rubber react to form a flexible adhesive compound, which when properly applied, effectively seals cracks in either asphalt or concrete pavements. Type 4 Asphalt Rubber Sealant is made from relatively stiff asphalt and provides a material suited for use in areas that commonly experience summer temperatures in excess of 105F and seldom experience below 30F. The sealant is formulated with a minimum of 24% recycled rubber by weight of asphaltic components. Asphalt Rubber Type 4 is highly adhesive and adheres strongly to pavement cracks.

COMPLY: YES _____ NO _____

Recommended specifications limits for Asphalt Rubber Type 4 when heated in accordance with ASTM D5078-90, are as follows:

BIDDER RESPONSE

Safe Heating temperature, 400F

YES _____ NO _____

Recommended Application Temperature, 350F

YES _____ NO _____

Softening Point, 170F, Minimum

YES _____ NO _____

Cone Penetration, 77F, 15-35

YES _____ NO _____

Resilience, 77F, 40% Minimum

YES _____ NO _____

Asphalt Compatibility, Pass

YES _____ NO _____

COMPANY NAME: Crafco, Inc.

DETAILED SPECIFICATIONS FOR
POLYFLEX TYPE 2
(Annual Contract) RFB NO. 21-0015

Crafco PolyFlex Type 2 is a hot-applied, asphalt-based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to warm climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack-filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. PolyFlex Type 2 has been a quality Crafco product for 20 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

COMPLY: YES X NO

Recommended specifications limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

BIDDER RESPONSE

Cone Penetration, 77F(25C)(ASTM D5329) 35-55	YES <u> X </u> NO <u> </u>
Resilience, (ASTM D5329) 40% min.	YES <u> X </u> NO <u> </u>
Softening Point, (ASTM D36) 200F (93C) min.	YES <u> X </u> NO <u> </u>
Ductility 77F (25C)(ASTM D113) 30cm min.	YES <u> X </u> NO <u> </u>
Flexibility (ASTM D311 Modified) Pass at 20F (-7C)	YES <u> X </u> NO <u> </u>
Flow, 140F(60C) (ASTM D5329) 3 mm max.	YES <u> X </u> NO <u> </u>
Brookfield Viscosity, 400F(204C) (ASTM D2669)	YES <u> X </u> NO <u> </u>
Asphalt Compatibility (ASTM D5329) Pass	YES <u> X </u> NO <u> </u>
Bitumen Content (ASTM D4) 60% min.	YES <u> X </u> NO <u> </u>
Tensile Adhesion (ASTM D5329) 500% min.	YES <u> X </u> NO <u> </u>

Maximum Heating Temperature 400F (204C)

YES X NO

Minimum Application Temperature 380F (193C)

YES X NO


COMPANY NAME: Crafco, Inc.

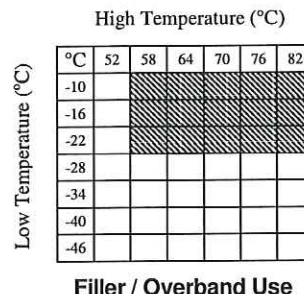
6165 W. Detroit • Chandler AZ 85226
 +1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
 www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Crafcro Parking Lot Sealant Type 2 is a hot-applied asphalt based product used to fill cracks in both asphalt and Portland cement concrete pavements in moderate to very hot climates. Parking Lot Sealant Type 2 is supplied in solid form which when melted and properly applied forms a high stiffness, adhesive and flexible compound that resists cracking at winter temperatures and is highly resistant to flow or pick-up at extreme summer temperatures. Parking Lot Sealant Type 2 is used for highway, street, airfield and parking lot pavements in warm to hot climates and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature it is a free flowing, self-leveling product. Parking Lot Sealant Type 2 is specifically formulated to be a stiff, flow resistant, yet flexible product for use in areas with pedestrian and slow moving vehicle traffic, in hotter climates, where high resistance to pick-up or tracking is required. Parking Lot Sealant Type 2 has been providing excellent performance in these uses for over 30 years. VOC = 0 g/l.

USAGE GUIDELINES Parking Lot Sealant Type 2 is applicable for Filler / Overband use in moderate to very hot climates with low and high pavement temperatures identified in the charts. Pavement temperatures for the project location are determined at 98% reliability using FHWA LTPPBind V 3.1, and sealant or filler use is determined following Crafcro Product Selection Procedures.

 Applicable Pavement Temperatures



SPECIFICATION CONFORMANCE

The Crafcro recommended specification for Parking Lot Sealant Type 2 when heated to safe heating temperature in accordance with ASTM D5167 is:

Test

Cone Penetration (ASTM D5329)
 Flow, 140°F (60°C), 5h (ASTM D5329)
 Resilience (ASTM D5329)
 Softening Point (ASTM D36)
 Ductility, 77°F (25°C) (ASTM D113)
 Flexibility, 1/8" (3.2 mm) specimen, 180° bend,
 5 sec., 1/2" (12 mm) mandrel (ASTM D3111 modified)
 Asphalt Compatibility (ASTM D5329)
 Minimum Application Temperature
 Maximum Heating Temperature

Crafcro Recommended Specification

35 max.
 3.0mm max.
 30% min.
 210°F (99°C) min.
 50 cm min.
 Pass
 Pass at 0°F (-18°C)
 Pass
 380°F (193°C)
 400°F (204°C)

INSTALLATION

The unit weight of Crafcro Parking Lot Sealant is 10.8 lbs. per gallon (1.29 kg/L) at 60F (15.5C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of sealant.

PACKAGING

Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

WARRANTY


CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafcro recommendations for product installation.

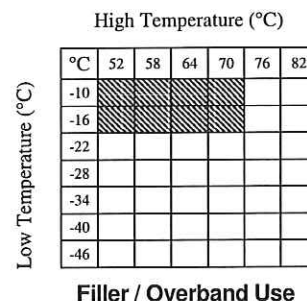
6165 W Detroit St. • Chandler AZ 85226
+1 (602) 276-0406 • +1 (800) 528-8242 • FAX +1 (480) 961-0513
www.crafco.com

READ BEFORE USING THIS PRODUCT

GENERAL Crafcro PolyFlex Type 2 sealant is a hot-applied, asphalt based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to hot climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. Polyflex Type 2 has been a quality Crafcro product for over 25 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 2 is applicable for Filler/Overband Use in moderate to hot climates with high and low pavement temperatures identified in the chart. Pavement temperatures for the project location are determined using FHWA LTPPBind V 3.1 and sealant or filler use is determined following Crafcro Product Selection Procedures.

 Applicable Pavement Temperatures



SPECIFICATION CONFORMANCE The Crafcro recommended specification limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Specification Limits
Cone Penetration (ASTM D5329)	35-55
Resilience (ASTM D5329)	40% min.
Softening Point (ASTM D36)	200°F (93°C) min
Ductility 77°F (25°C) (ASTM D113)	30cm min
Flexibility, 1/8" (3.2 mm) specimen, 90° bend, 10 sec., 1" (25 mm) mandrel (ASTM D3111 Modified)	Pass at 20°F (-7°C)
Flow, 140°F (60°C), 5 h, (ASTM D5329)	3 mm max.
Viscosity, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min.
Tensile Adhesion, 1" (25.4mm) thickness (ASTM D5329)	500% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafcro PolyFlex Type 2 sealant is 10.5 lbs. per gallon (1.26kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Product is supplied in either cardboard boxes, or in meltable, boxless PLEXI-melt packaging. Both package types are labeled in accordance with OSHA, GHS, and specification requirements; are sold by net weight; are interlock stacked on 48 x 40 in. (122 x 102 cm) 4-way pallets; can be stored outside; and are covered with a weather resistant pallet cover and 2 layers of UV protected stretch wrap.

- o **BOX** packaging consists of cardboard boxes containing approximately 30 lb. (13.6 kg) of product with 75 boxes per pallet, weighing approximately 2250 lb. (1020 kg). Boxes contain a quick melting release film for easy removal and are taped closed, without any staples.
- o **PLEXI-melt** packaging consists of 30 lb. (13.6 kg) blocks of product with 70 packages per pallet, weighing 2100 lb. (952 kg). To use, the pallet wrap is removed, and individual blocks are placed in the melter. There are no cardboard boxes or other cardboard components to open, empty, handle, or dispose of. PLEXI-melt packaging quickly melts into the product without affecting specification conformance.

WARRANTY CRAFCO, Inc. warrants that CRAFCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafcro shall not be responsible for improperly applied or misused products. Remedies against Crafcro, Inc., as agreed to by Crafcro, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafcro, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafcro, Inc. whichever is earlier. There shall be no other warranties expressed or implied. **For optimum performance, follow Crafcro recommendations for product installation.**

SAFETY DATA SHEET

1. Identification

Product identifier Roadsaver, Polyflex, Parking Lot, Asphalt Rubber, Asphalt Cement, DF, Superflex, Matrix Binder, Loop Detector, Joint Adhesive, Polyfiber, Fiber Asphalt, Marker Adhesive, Quikstix, Asphalt Adhesive, PCF 100, High Slope, QWIKSEAL, QWIKDOT, Joint Binder

Other means of identification None.

Recommended use Pavement Crack and Joint Sealing and Preservation

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer: CrafcO, Inc.

Address: 6165 West Detroit St.
Chandler, AZ 85226 USA

Contact Name: CrafcO Materials Engineering

Telephone: 602-276-0406

E-mail: sales@crafco.com

CHEMTREC: 800-424-9300 (North America)
+ 1-703-527-3887 (International)

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

Environmental hazards Not classified.

OSHA defined hazards Not classified.

*Hazards not stated here are "Not classified", "Not applicable" or "Classification not possible".

Label elements

Hazard symbol None.

Signal word Not applicable.

Hazard statement Not applicable.

Precautionary statement

Prevention Not applicable.

Response Not applicable.

Storage Not applicable.

Disposal Not applicable.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
ASPHALT		8052-42-4	20 - 100
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC		64742-52-5	0 - 40
Other components below reportable levels			49.39

4. First-aid measures

Inhalation If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Get medical attention, if needed. Call a physician if symptoms develop or persist.

Skin contact	In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Thoroughly wash (or discard) clothing and shoes before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. If a contact lens is present, DO NOT delay irrigation or attempt to remove the lens. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. Do not induce vomiting. Do not use mouth-to-mouth method if victim ingested the substance. Call a POISON CENTER or doctor/physician if you feel unwell.
Most important symptoms/effects, acute and delayed	Not available.
Indication of immediate medical attention and special treatment needed	In case of ingestion, the decision of whether or not to induce vomiting should be made by the attending physician. Certain pre-existing conditions may make workers particularly susceptible to the effects of this chemical: asthma, allergies, impaired pulmonary function.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Discard any shoes or clothing items that cannot be decontaminated.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Addition of water or foam to the fire may cause frothing.
Unsuitable extinguishing media	Do not use a solid water stream as it may scatter and spread fire.
Specific hazards arising from the chemical	Fire may produce irritating, corrosive and/or toxic gases. Development of hazardous combustion gases or vapours possible in the event of a fire. The following may develop: Acrolein.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. Firefighters should wear full protective clothing including self contained breathing apparatus. Structural firefighters protective clothing will only provide limited protection.
Fire fighting equipment/instructions	In case of fire and/or explosion do not breathe fumes. Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. ALWAYS stay away from tanks engulfed in flame. Fight fire from maximum distance or use unmanned hose holders or monitor nozzles. In the event of fire, cool tanks with water spray. By fire, toxic gases may be formed (CO _x , NO _x). Keep run-off water out of sewers and water sources. Dike for water control.
Specific methods	In the event of fire and/or explosion do not breathe fumes. In the event of fire, cool tanks with water spray. Use water spray to cool unopened containers.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. Ventilate closed spaces before entering them. Do not touch or walk through spilled material.
Methods and materials for containment and cleaning up	ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Dike far ahead of spill for later disposal. Following product recovery, flush area with water. Never return spills in original containers for re-use.
Environmental precautions	Prevent further leakage or spillage if safe to do so. Runoff or release to sewer, waterway or ground is forbidden.

7. Handling and storage

Precautions for safe handling	The product is non-combustible. If heated, irritating vapors may be formed. Do not use in area without adequate ventilation. Wash hands thoroughly after handling. Wash hands after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Prevent electrostatic charge build-up by using common bonding and grounding techniques. Store in a well-ventilated place. Keep the container tightly closed and dry. Store in a closed container away from incompatible materials. Keep out of the reach of children.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value	Form
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	PEL	5 mg/m3	Mist.

US. ACGIH Threshold Limit Values

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	TWA	0.5 mg/m3	Inhalable fume.
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	TWA	5 mg/m3	Inhalable fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value	Form
ASPHALT (CAS 8052-42-4)	Ceiling	5 mg/m3	Fume.
DISTILLATES (PETROLEUM), HYDROTREATED HEAVY NAPHTHENIC (CAS 64742-52-5)	Ceiling	1800 mg/m3	
	STEL	10 mg/m3	Mist.
	TWA	350 mg/m3	

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Provide adequate ventilation, including appropriate local extraction, to ensure that the defined occupational exposure limit is not exceeded.

Individual protection measures, such as personal protective equipment

Eye/face protection

Wear safety glasses; chemical goggles (if splashing is possible). Wear chemical goggles; face shield (if handling molten material).

Skin protection

Hand protection

Chemical resistant gloves are recommended. If contact with forearms is likely wear gauntlet style gloves.

Other

Wear suitable protective clothing and eye/face protection. Use of an impervious apron is recommended.

Respiratory protection

If airborne concentrations are above the applicable exposure limits, use NIOSH approved respiratory protection.

Thermal hazards

During product use, there is a risk of thermal burns.

General hygiene considerations

When using do not smoke. Avoid contact with eyes. Avoid contact with skin. Keep away from food and drink. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and chemical properties

Appearance

Solid.

Physical state

Solid.

Form

Solid.

Color

Black, Dark brown

Odor

Product is a black, semi-solid with a burnt tar odor.

Odor threshold

Not available.

pH

Not available.

Melting point/freezing point

150 - 250 °F (65.56 - 121.11 °C) ASTM D36 Softening Point

Initial boiling point and boiling range	> 800 °F (> 426.67 °C)
Flash point	> 400.0 °F (> 204.4 °C)
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	> 700 °F (> 371.11 °C)
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	Not Available
Percent volatile	0 %
Specific gravity	1 - 1.9

10. Stability and reactivity

Reactivity	Not Reactive
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Strong oxidizing agents.
Incompatible materials	Incompatible with oxidizing agents.
Hazardous decomposition products	Upon decomposition, product emits acrid dense smoke with carbon dioxide, carbon monoxide, trace oxides of nitrogen and sulfur, and water.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May be harmful if inhaled. However, this product does not currently meet the criteria for classification.
Skin contact	Frequent or prolonged contact may defat and dry the skin, leading to discomfort and dermatitis
Eye contact	May be irritating to eyes.
Ingestion	May cause gastrointestinal discomfort if swallowed. Do not induce vomiting. Vomiting may increase risk of product aspiration.

Symptoms related to the physical, chemical and toxicological characteristics Not available.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Not classified. May cause defatting of the skin, but is neither an irritant nor a sensitizer.

Serious eye damage/eye irritation	Not classified.
Respiratory or skin sensitization	
Respiratory sensitization	Not classified.
Skin sensitization	Not classified.
Germ cell mutagenicity	Non-mutagenic based on Modified Ames Assay.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Not listed.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

US. National Toxicology Program (NTP) Report on Carcinogens

Not listed.

Reproductive toxicity	Contains no ingredient listed as toxic to reproduction
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Prolonged or repeated contact may cause drying, cracking, or irritation of the skin

12. Ecological information

Ecotoxicity	This product has no known eco-toxicological effects. Not expected to be harmful to aquatic organisms.
Persistence and degradability	Not available.
Bioaccumulative potential	Not available.
Mobility in soil	Not available.
Other adverse effects	Not available.

13. Disposal considerations

Disposal instructions	Dispose of contents/container in accordance with local/regional/national/international regulations. When this product as supplied is to be discarded as waste, it does not meet the definition of a RCRA waste under 40 CFR 261.
Hazardous waste code	Not applicable.
Waste from residues / unused products	Dispose of in accordance with local regulations.
Contaminated packaging	Offer rinsed packaging material to local recycling facilities.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

General information Not regulated as dangerous goods.

Further information If the product is shipped at temperatures below 212°F (100°C), it is not regulated for transport by ground, air or vessel. If shipped above 212 deg F: "UN3257, Elevated Temperature Liquid, n.o.s. (Asphalt mixture), 9, PG III"

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)**SARA 302 Extremely hazardous substance**

Not listed.

SARA 311/312

No

Hazardous chemical**SARA 313 (TRI reporting)**

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)

Not regulated.

US state regulations

WARNING: This product contains a chemical known to the State of California to cause cancer.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
Taiwan	Taiwan Chemical Substance Inventory (TCSI)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision**Issue date** 06-24-2019**Revision date** 05-15-2020**Version #** 03**Further information** HMIS® is a registered trade and service mark of the NPCA.

NFPA ratings

Health: 0
 Flammability: 1
 Instability: 0

References

ACGIH
EPA: AQUIRE database
US. IARC Monographs on Occupational Exposures to Chemical Agents
HSDB® - Hazardous Substances Data Bank
IARC Monographs. Overall Evaluation of Carcinogenicity
National Toxicology Program (NTP) Report on Carcinogens
ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision information

Physical & Chemical Properties: Multiple Properties

EXHIBIT B

Columbus Consolidated Government

Asphalt Rubber & Sealant (Annual Contract)

RFB No. 21-0015

Request for Proposals

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
BidLine 706-225-4536
www.columbusga.org

October 15, 2020

Addendum No. 1

Asphalt Rubber & Sealant (Annual Contract)
RFB No. 21-0015

Acknowledgment of receipt of Addenda must be included with sealed bid. Failure to acknowledge receipt of this addendum may render your bid "incomplete".

Initials: _____ Company: _____

Vendors are informed that the above subject Bid is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

Question: *"Are there any Bonds / Bid Security due for this Bid either at submission or after submission?"*

Answer: No. Please see the Specifications, General Provisions, Page 5, Item 17. Bonds are needed only for construction bids.

Andrea J. McCorvey
Purchasing Division Manager

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

Date: **September 23, 2020**

REQUEST FOR BIDS: RFB No: 21-0015	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of: ASPHALT RUBBER & SEALANT (Annual Contract)
GENERAL SCOPE	Columbus Consolidated Government is requesting bids from qualified vendors to provide material for sealing cracks when repairing streets, parking lots and highways, on an "as needed" basis to the Columbus Consolidated Government (the City) to be utilized by Public Works Department. The contract term will be for two years with the option to renew for three additional twelve-month periods.
DUE DATE	OCTOBER 21, 2020 - 2:30 PM (Eastern)
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 <i>Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.</i>
ADDENDA	<u>IMPORTANT INFORMATION</u> Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.
"NO BID" RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.

Andrea J. McCorvey
Purchasing 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:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO BID"

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

Email: 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. 21-0015 for Asphalt Rubber & Sealant (Annual Contract)** for the following reason(s):

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

Remarks: _____

COMPANY NAME: _____

AGENT: _____

DATE: _____

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 or
Fax 706-225-3033

RE: RFB No. 21-0015; Asphalt Rubber & Sealant (Annual Contract)

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

From: _____

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

GENERAL SPECIFICATIONS

ASPHALT RUBBER & SEALANT (Annual Contract) RFB No. 21-0015

I. SCOPE

These specifications describe minimum requirements for the purchase of asphalt rubber and sealant to be used by the Public Works Department for sealing cracks when repairing streets, parking lots and highways. The City may purchase some, more, all or none of the items specified. ***The City reserves the right to add additional related items during the term of the contract.***

II. BRAND NAMES

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturers' names, drawings, trade names, band names specifications and/or catalog numbers used herein are for purpose of description and establishing general quality levels. ***Vendors may submit bid proposals for equivalent products or any manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City.***

III. 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.

IV. VENDOR REQUIREMENTS

Asphalt Rubber and Sealant shall meet or exceed the detailed specifications listed in the specifications (unless otherwise noted). Bidder shall indicate exactly what will be provided to meet specifications by completing the blanks under ***"BIDDER RESPONSE"*** on the Detailed Specifications Forms (Pages 17-21). Item(s) exceeding specifications must be within reasonable comparison. Identify by type, size, rating, displacement or configuration as applicable to the specification line item and mark under ***COMPLY: Yes (meets or exceeds specifications) NO (does not meet specifications). Do not use COMPLY: Yes or O.K. if less than the manufacturer published recommendations. Bidder shall indicate exactly what they are offering in the blanks under "BIDDER RESPONSE".***

V. 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.

VI. 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. **It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.**

VII. 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 4)**. **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.

VIII. INDEMNITY CLAUSE

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

IX. 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, 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. **Communication Concerning This Solicitation** (Form 1)
- B. **Detailed Specifications Forms** (Pages 16-20)
- C. **Bid Form** (Form 2)
- D. **Pricing Page** (Page 22)
- E. **Descriptive Literature and Complete Specification** covering the product offered with bid proposal.
- F. **Material Safety Data Sheet on product offered with bid proposal.**
- G. **Contract Signature Page** (Form 3)
- H. **Addenda:** Vendors must include acknowledgment of receipt of addenda (**if any**) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at 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.

- I. **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.

- J. **Insurance Checklist / Certificate of Insurance:** (Form 4)
- K. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification** (Form 5)

X. AWARD / ORDERING / DELIVERY / INVOICE

- A. **Award:** This bid shall be awarded in total to one vendor or by line item. The Consolidated Government of Columbus shall be the judge of the factors and will make the award in the best interest of the City. The City reserves the right to reject any/or all bids. Should the successful bidder not be able to supply the required item(s), the City reserves the right to purchase from other sources.

- 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: FOB, Columbus Consolidated Government, Columbus, Georgia. Full delivery service shall be the responsibility of the Contractor. Delivery is required within 15 days after notification of requested order. Orders will be delivered to one location at Public Works on Cusseta Road. Exact address to be given when orders are placed. The successful bidder shall state on the pricing page the days for delivery from the time the order is placed. The days shall be stated in calendar days. Inability to make delivery within specified time will authorize the City to purchase from other sources.

All shipping, delivery, and/or freight charges must be included in the unit cost. The Columbus Consolidated Government will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees.

- 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 – Accounts Payable
P. O. Box 1340
Columbus, Georgia 31902-1340

The invoice(s) shall reference the bid number (RFB No. 21-0015) and/or purchase order number.

XI. 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.

FORM 1

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: _____

DETAILED SPECIFICATIONS FOR
MODIFIED RUBBER PLUS SEALANT
(Annual Contract) RFB NO. 21-0015

Modified Asphalt Rubber Plus Sealant is specifically formulated to be stiff, non-tracking, yet flexible sealant which is ideally suited for use in areas with hot climates. The Sealant is supplied in solid form which when melted and properly applied, forms a resilient and adhesive compound that will effectively seal cracks in both asphalt and concrete pavements and joints in concrete pavements. Modified Asphalt Rubber Plus contains a minimum of 18% recycled rubber by weight of asphaltic components. Modified Asphalt Rubber Plus is highly adhesive and bonds strongly to pavement cracks and joints. Due to its high rubber content, Modified Asphalt Rubber Plus is not self-leveling and should be applied using pressure feed melter applicator units. When properly applied, Modified Asphalt Rubber Plus will form a long lasting seal which resists tracking during the summer and cracking during the winter.

COMPLY: YES _____ NO _____

Recommended specification for Modified Rubber Plus Sealant when heated in accordance with ASTM D1191 is:

	<u>BIDDER RESPONSE</u>
Cone Penetration, 77F (ASTM D1191), Recommended specification limits: 30-50	YES _____ NO _____
Flow, 140F (ASTM D1191), 5 MM, Maximum	YES _____ NO _____
Resilience, 77F (ASTM D3407), 50% Minimum	YES _____ NO _____
Softening Point (ASTM D36), 210F, Minimum	YES _____ NO _____
Ductility, 77F (ASTM D113), 20 cm, Minimum	YES _____ NO _____
Flexibility, 1", 90 deg., OF 10 sec., PASS	YES _____ NO _____
Recommended Pour temperature, 380F	YES _____ NO _____
Safe Heating temperature, 410F	YES _____ NO _____

COMPANY NAME: _____

DETAILED SPECIFICATIONS FOR
PARKING LOT SEALANT
(Annual Contract) RFB NO. 21-0015

Parking Lot Sealant is a hot-melt, single component, rubberized asphalt sealant which is formulated specifically to be stiff, non-tracking, yet flexible, sealant which is ideally suited for use in areas subject to pedestrian and slow moving vehicle traffic. Typical uses include crack and joint sealing in both asphalt and Portland cement concrete parking lots, city streets, residential streets, driveways and tennis courts. At application temperatures, Parking Lot Sealant is a thin, free flowing fluid which pours easily, penetrates fine cracks and self-levels, thus, permitting easy application. Parking Lot Sealant can be melted and applied to pavement using either pressure feed melter applicator units or pour pots.

COMPLY: YES _____ NO _____

Heating temperature in accordance with ASTM D3407 is:

BIDDER RESPONSE

Cone Penetration, 77f, 35 Maximum
the cabinet. Snap on gaskets for seals

YES _____ NO _____

Flow, 140F (ASTM D3407) 3.0 mm, Maximum

YES _____ NO _____

Resilience, 77F (ASTM D3407), 30% Minimum

YES _____ NO _____

Softening Point (ASTM D36), 200F, Minimum

YES _____ NO _____

Ductility, 77F (ASTM D113), 50 cm, Minimum

YES _____ NO _____

Mandrel Bend, OF, 180 degree, 5 sec.,
½" dia. Pass

YES _____ NO _____

Asphalt compatibility (ASTM D3407), Pass

YES _____ NO _____

Recommended Pour Temperature, 380F

YES _____ NO _____

Safe Heating Temperature, 410F

YES _____ NO _____

COMPANY NAME: _____

DETAILED SPECIFICATIONS FOR
ASPHALT RUBBER TYPE 4
(Annual Contract) RFB NO. 21-0015

Asphalt Rubber Type 4 consists of a selected blend of paving grade asphalt with vulcanized granulated crumb rubber. The sealant is supplied in solid form and is easily melted and applied using sealant melter applicator units. During heating in the melting unit, the asphalt and rubber react to form a flexible adhesive compound, which when properly applied, effectively seals cracks in either asphalt or concrete pavements. Type 4 Asphalt Rubber Sealant is made from relatively stiff asphalt and provides a material suited for use in areas that commonly experience summer temperatures in excess of 105F and seldom experience below 30F. The sealant is formulated with a minimum of 24% recycled rubber by weight of asphaltic components. Asphalt Rubber Type 4 is highly adhesive and adheres strongly to pavement cracks.

COMPLY: YES _____ NO _____

Recommended specifications limits for Asphalt Rubber Type 4 when heated in accordance with ASTM D5078-90, are as follows:

BIDDER RESPONSE

Safe Heating temperature, 400F	YES _____ NO _____
Recommended Application Temperature, 350F	YES _____ NO _____
Softening Point, 170F, Minimum	YES _____ NO _____
Cone Penetration, 77F, 15-35	YES _____ NO _____
Resilience, 77F, 40% Minimum	YES _____ NO _____
Asphalt Compatibility, Pass	YES _____ NO _____

COMPANY NAME: _____

DETAILED SPECIFICATIONS FOR
POLYFLEX TYPE 2
(Annual Contract) RFB NO. 21-0015

Crafco PolyFlex Type 2 is a hot-applied, asphalt-based product used to fill cracks and joints in asphalt or Portland cement concrete pavements in moderate to warm climates. PolyFlex Type 2 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow at summer temperatures. PolyFlex Type 2 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using pressure feed melter applicators. At application temperature PolyFlex Type 2 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 2 is formulated as an economical yet effective pavement maintenance crack-filling product. Compared to products based on reclaimed rubber, PolyFlex Type 2 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set times, and improved low temperature flexibility. PolyFlex Type 2 has been a quality Crafco product for 20 years. Several states have developed specifications based on performance of PolyFlex Type 2. VOC = 0 g/l.

COMPLY: YES _____ NO _____

Recommended specifications limits for PolyFlex Type 2 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

BIDDER RESPONSE

Cone Penetration, 77F(25C)(ASTM D5329) 35-55	YES _____ NO _____
Resilience, (ASTM D5329) 40% min.	YES _____ NO _____
Softening Point, (ASTM D36) 200F (93C) min.	YES _____ NO _____
Ductility 77F (25C)(ASTM D113) 30cm min.	YES _____ NO _____
Flexibility (ASTM D311 Modified) Pass at 20F (-7C)	YES _____ NO _____
Flow, 140F(60C) (ASTM D5329) 3 mm max.	YES _____ NO _____
Brookfield Viscosity, 400F(204C) (ASTM D2669)	YES _____ NO _____
Asphalt Compatibility (ASTM D5329) Pass	YES _____ NO _____
Bitumen Content (ASTM D4) 60% min.	YES _____ NO _____
Tensile Adhesion (ASTM D5329) 500% min.	YES _____ NO _____

Maximum Heating Temperature 400F (204C)

YES____ NO____

Minimum Application Temperature 380F (193C)

YES____ NO____

COMPANY NAME: _____

BID FORM

**ASPHALT RUBBER & SEALANT
(Annual Contract)
RFB NO. 21-0015**

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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*. 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:

- ☐ Communication Concerning This Solicitation (Form 1)
- ☐ Detailed Specifications Forms (Pages 16-20) ☐ Bid Form (Form 2) ☐ Pricing Page (Page 22)
- ☐ Literature and Specification of Product ☐ MSDS on Product
- ☐ Contract Signature Page (Form 3) ☐ Business License
- ☐ Insurance Checklist (Form 4) ☐ W-9 Rev 2018 (Form 5)

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

ASPHALT RUBBER & SEALANT (Annual Contract) RFB 21-0015

EST. LBS USAGE	DESCRIPTION	VENDOR CLASSIFICATION / VENDOR TYPE	UNIT PRICE PER LB	EXTENDED PRICE PER LB
5,000	Modified Asphalt Rubber Plus Sealant		\$	\$
	State Minimum Order _____ Pounds			
10,000	Parking Lot Sealant		\$	\$
	State Minimum Order _____ Pounds			
50,000	Asphalt Rubber Type 4		\$	\$
	State Minimum Order _____ Pounds			
50,000	PolyFlex Type 2		\$	\$
	State Minimum Order _____ Pounds			
TOTAL ESTIMATED ANNUAL CONTRACT VALUE				\$

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

Delivery will be made within _____ days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

Company Name

Date

FORM 3**CONTRACT SIGNATURE PAGE
ASPHALT RUBBER & SEALANT
(Annual Contract) RFB No. 21-0015**

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

FORM 4SOLICITATION ID: RFB No. 21-0015**ASPHALT RUBBER & SEALANT (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	STATUTORY REQUIREMENTS	
	Comprehensive General Liability:		
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	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
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		
	17. Builder's Risk	Provide Coverage in the full amount of contract	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	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*****

FORM 5

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	
Social security number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>	OR Employer identification number <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100%; height: 20px; margin-bottom: 5px;"></div>

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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

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

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

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

Privacy Act Notice

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

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. 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.

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**

ASPHALT RUBBER & SEALANT (Annual Contract) **RFB No. 21-0015**

Please submit your electronic response as indicated below:

Vendors shall submit only the required documents listed using the
“**Bidder Response ALL DOCUMENTS**” function.

The City will not consider any information submitted as “Supplemental Documents”.

Due to file size limitations, please do not re-send the City's full specifications document as this information is already on file.

- ___ 1. COMMUNICATION CONCERNING THIS SOLICITATION (Form 1)
- ___ 2. DETAILED SPECIFICATIONS FORMS (Pages 16-20)
- ___ 3. BID FORM (Form 2)
- ___ 4. PRICING PAGE (Page 22)
- ___ 5. DESCRIPTIVE LITERATURE AND COMPLETE SPECIFICATION COVERING THE PRODUCT OFFERED WITH BID PROPOSAL
- ___ 6. MATERIAL SAFETY DATA SHEET ON PRODUCT OFFERED WITH BID PROPOSAL
- ___ 7. CONTRACT SIGNATURE PAGE (Form 3)
- ___ 8. ADDENDA (IF ANY)
- ___ 9. BUSINESS LICENSE
- ___ 10. INSURANCE CHECKLIST / CERTIFICATE OF INSURANCE (Form 4)
- ___ 11. W-9 Rev 2018 (Form 5)

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



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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"

TESTBD

Bid Details

Agency Name: agency EA
 Bid Number: 1300113494-0-0200100
 Bid Date: 10/20/2010 (PMT)
 Bid Type: 211-0000 (PMT)
 Bid Opening: 10/20/2010 10:00 AM
 Bid Name: TESTBD

Scope of Work

Supervision

Documents

File Name	Type	Submitted	Status
100113494-0-0200100	100113494-0-0200100	10/20/2010	Complete

Distribution Info

Bid Price: None
 Pay (Percent): None
 E-Bidding: Yes
 Distributed By: Government
 Distribution Method: Electronic
 Distribution Options: Bidder may request bid
 Project Estimated Budget: \$10,000,000
 Distribution Notes: None

Publications

Not Applicable

Pre-Bid Conference

10/20/2010 10:00 AM

Commodity Code

000113494-0-0200100

Submit E-Bid Proposal

Step 3

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

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

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

DEMANDSTAR Dashboard **Bids** Quotes Agency Account Activity Alerts Messages Responses **Register** **Logout**

Home **My Bids** **My Bid Responses** **100113494-0-0200100** **100113494-0-0200100** **100113494-0-0200100**

Bid Details

Agency Name: agency EA
 Bid Number: 1300113494-0-0200100
 Bid Date: 10/20/2010 (PMT)
 Bid Opening: 10/20/2010 10:00 AM
 Bid Name: TESTBD

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name: Calgary Carbon Corporation
 Address 1: 100, 6th St
 Address 2: Address 2
 City: Pittsburgh
 Country: United States of America
 State/Province: Pennsylvania
 County: District
 Postal Code: 15220-0112
 Phone Number: 412-755-0000
 Extension: 2000
 Bid Amount: \$17,000
 Alternate Bid Amount: Alternate Bid Amount
 Notes: For the full project details

Next

Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing **only** the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Out of fairness to all vendors, the City will not consider any information submitted using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

The screenshot shows the DEMANDSTAR E-Bid Response interface. On the left, there's a sidebar with 'Bid Details' and 'E-Bid Progress'. The main area is titled 'E-Bid Response' and contains sections for 'Required Documents', 'Supplemental Documents', and 'Agency Required Documents'. A large arrow points from the 'Upload Complete File' button to the 'Required Documents' section. Another arrow points from the 'Supplemental Documents' section to a red box with the text 'DO NOT USE SUPPLEMENTAL 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.

The screenshot shows the DEMANDSTAR E-Bid Response interface, specifically the 'Review Your E-Bid Response' section. It displays 'Contact Info' and 'Agency Required Documents'. A red arrow points to the 'Submit Response' button at the bottom right.