

COLUMBUS CONSOLIDATED GOVERNMENT

ANNUAL CONTRACT ROUTING MEMORANDUM

DATE: May 27, 2021



SUBJECT: Tennis Court Supplies (Re-Bid) (Annual Contract); RFB No. 21-0032

FROM: Patti Postorino, Purchasing Division

Please route for appropriate signatures, copies of the attached contract with Fast Dry Corp dba 10-S Tennis Supply (Pompano Beach, FL) and Varsity Brands Holding Co Inc dba BSN Sports, LLC (Dallas, TX) (Contractor(s)). The firms will provide tennis court supplies to the Parks and Recreation Department on an "as needed" basis. 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:

Parks and Recreation: General Fund – Parks and Recreation – Park Services – Cooper Creek Tennis Center - Operating Materials, 0101-270-4048-COPR-6728.

Council authorized this contract per Resolution No. 159-21, dated May 25, 2021 (copy is attached).

Signatories	Signatures Required (<i>No initials please</i>)	Date
Purchasing Division Manager Signature of Approval		5/22/21
City Attorney: Signature required on Contracts	Form Approved: C.C.F., City Attorney	5/27/21
City Manager: Signature required on Contracts		5/27/21
Clerk of Council: Signature Required on Contracts & Attest/Seal		6/2/2021
Buyer: Process / Distribute		06/02/21

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

CONTRACT

THIS CONTRACT, executed this 2nd day of June 2021, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Fast Dry Corporation dba 10-S Tennis Supply (Pompano Beach, FL)**, 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 **Tennis Court Supplies (Re-Bid) (Annual Contract)**, per **RFB No. 21-0032**, and was awarded the Contract by Columbus City Council on Tuesday, May 25, 2021, Resolution No. 159-21, for the contract term of two years, beginning June 1, 2021 through May 31, 2023, 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 City's Business Requirements, the City's Request for Proposals, dated April 16, 2021 (and all addenda thereto), the Contractor's bid dated May 12, 2021 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****TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract) RFB No. 21-0032**

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:

Isaiah Hugley
Witness as to the signing of the contract

Witness as to the signing of the contract

(Corporate seal, if applicable)

Wendy Whaler 5/10/21
Signature of Authorized Representative Date

Wendy Whaler Dir of Sales
Print Name and Title of Signatory

FAST DRY CORP dba 10-5 Tennis Supply
Company Name

Company Ordering Address

1400 NW 13th Ave
Pompano Bch, FL 33069
Contact Wendy Whaler
Email Wendy@10-5.com
Telephone 954-969-5440
Fax _____

Company Payment Address

1400 NW 13th Ave
Pompano Bch, FL 33069
Contact Maria Tjhar
Email ~~maria~~ mjuhar@10-5.com
Telephone 954-969 5440
Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 22nd day of May, 2021

Isaiah Hugley
Isaiah Hugley, City Manager

ATTEST:

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

APPROVED AS TO LEGAL FORM:

Clifton C. Fay
Clifton C. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. 159-21

[Signature]
Clerk of Council

RESOLUTION

NO. 159-21

A RESOLUTION AUTHORIZING THE PURCHASE OF TENNIS COURT SUPPLIES, ON AN "AS NEEDED" BASIS, FROM FAST DRY CORP DBA 10-S TENNIS SUPPLY (POMPANO BEACH, FL) AND BSN SPORTS, LLC (DALLAS, TX) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$31,338.60.

WHEREAS, the tennis court supplies include: Magnesium Chloride, Har-Tru tennis court surfacing material, Har-Tru HydroBlend surfacing material, Line Sweepers, Drag Brush and Double Tennis Nets; and,

WHEREAS, the Parks and Recreations Department will purchase the items to maintain the City's tennis courts; and,

WHEREAS, the initial contract period is for two (2) years, with options to renew for three (3) 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 tennis court supplies on an "as needed" basis from Fast Dry Corp dba 10-S Tennis Supply (Pompano Beach, FL) and BSN Sports, LLC (Dallas, TX) for the estimated annual contract value of \$31,338.60. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Parks and Recreation – Park Services – Cooper Creek Tennis Center – Operating Materials, 0101-270-4048-COPR-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 25th day of May, 2021 and adopted at said meeting by the affirmative vote of eight members of said Council.

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

A handwritten signature in black ink, appearing to read 'Sandra T. Davis', written over a horizontal line.

Sandra T. Davis
Clerk of Council

A handwritten signature in black ink, appearing to read 'B. H. Henderson, III', written over a horizontal line.

B. H. "Skip" Henderson, III
Mayor

EXHIBIT A

Columbus Consolidated Government

Tennis Court Supplies (Re-Bid) (Annual Contract)

RFB No. 21-0032

Fast Dry Corporation dba 10-S Tennis Supply

Business Requirements

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.

Print type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on line 10a line; do not leave this line blank.

FAST-DRY CORPORATION

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

D/B/A 10-3 TENNIS SUPPLY

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 ☐ Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (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 the owner.

☐ Other (see instructions) ▶

4 Address (number, street, and apt. or suite no.) See instructions.

1400 NW 13TH AVE

5 City, state, and ZIP code

POMPANO BEACH FL 33069

6 List account number(s) here (optional)

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) _____

(Applicable section 1431(a)(2)(B)(i) of the U.S.A.)

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 check 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 **3/27/2017**

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 furnish 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 1099-E (mortgage interest), 1099-E (student loan interest), 1099-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.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: FAST DRY CORPORATION

Receipt #: 379-117440
Business Type: ALL OTHERS (SELLING TENNIS COURT SUPPLIES)

Owner Name: STEPHEN N DETTOR
Business Location: 1400 NW 13 AVE
POMPANO BEACH
Business Phone: 954-979-3111

Business Opened: 01/01/1982
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

FAST DRY CORPORATION
1400 NW 13 AVE
POMPANO BEACH, FL 33060

Receipt # WWW-19-00196651
Paid 07/15/2020 45.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: FAST DRY CORPORATION

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Business Location: 1400 NW 13 AVE
POMPANO BEACH
Business Phone: 954-979-3111

Business Opened: 01/01/1982
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

Signature	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

Receipt # WWW-19-00196651
Paid 07/15/2020 45.00

EXHIBIT C

Columbus Consolidated Government

Tennis Court Supplies (Re-Bid) (Annual Contract)

RFB No. 21-0032

Fast Dry Corporation dba 10-S Tennis Supply

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: 10-5 TENNIS SUPPLY

Print Name of Authorized Agent: WENDY WHALER

Signature of Authorized Agent: 

BID FORM

**TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract)
RFB NO. 21-0032**

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) ☒ Bid Form (Form 2)
- ☒ Pricing Page (Page 17) ☒ Minimum Delivery Order ☒ MSDS on Surfacing Products
- ☒ Product Literature ☐ Product Warranty
- ☒ Contract Signature Page (Form 3) ☒ Business License ☒ W-9 Rev 2018

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.

FAST DRY CORP d/b/e 10-5 Tennis Supply wendy@10-5.com
Vendor Business Name Email Address

Wendy Whaler Wendy Whaler 5/7/21
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) WW

COMPLETE ALL PAGES AND RETURN WITH BID

PRICING PAGE

TENNIS COURT SUPPLIES (RE-BID) (Annual Contract) RFB 21-0032

* Prices based on
Full truckload

DESCRIPTION	ESTIMATED QUANTITY	VENDOR CLASSIFICATION / PRODUCT NUMBER	UNIT PRICE	EXTENDED PRICE
Magnesium Chloride (55 lb bags)	500 Bags	U61022	\$ 25 ⁷¹	\$ 12,855
Har-Tru Tennis Court Surfacing (50 lb bags)	1,000 Bags	OHT5014	\$ 7 ⁵²	\$ 7,520
Har-Tru HydroBlend Tennis Court Surfacing (50 lb bags)	350 Bags	OH45014	\$ 7 ³⁴	\$ 2,569
Line Sweeper with curved handle (Har-Tru Line Master or equivalent)	15	WL2004	\$ 177	\$ 2655
Drag Brush 6' Hand Model	10	SL2002	\$ 216	\$ 2160
Double Tennis Net (Edwards 30 LS or equivalent)	20	AL1024	\$ 181	\$ 3620
TOTAL ESTIMATED ANNUAL COST			\$	

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

5 %

Delivery will be made within 7 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.

Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.

Minimum Delivery Order is: Full truckload on Har-Tru, Hydro & Mag required

Fest Dry Corp dba 10-5Tennis Supply 5/10/21
Company Name Date

ATTACHMENT A

Bid Tabulation 2015

BID TABULATION

DATE:
RFB NO:
BID NAME:

May 6, 2015
15-0027

Tennis Court Surfacing Supplies (Annual Contract)

Vendor/Description	Estimated Quantity	Fast Dry Courts		Welch Tennis Courts, Inc.	
		Unit Price	Extended Cost	Unit Price	Extended Cost
Tennis Court Surfacing Supplies Addendum No. 1		Yes		Yes	
50-lb Bag Magnesium Chloride	500 Bags	17.92	\$8,960.00	19.63	\$9,815.00
50-lb Bag Har Tru Rubicon Surface	1000 Bags	6.30	\$6,300.00	6.72	\$6,720.00
GRAND TOTAL			\$15,260.00		\$16,535.00

This is a draft tabulation. Items are as recorded during bid opening, may include incorrect price extensions, or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

Warranty

LIMITED ONE YEAR WARRANTY:

All Har-Tru products have a one year limited parts and labor warranty against defects in materials and workmanship. To have a product repaired under warranty, call Har-Tru, LLC or the company in which you purchased the product to determine if it is under warranty and to discuss issues that you are having. Har-Tru will confirm warranty details and issue a Return Authorization Number. All normal wear related parts, shipping and repair costs are at the owner's expense. If the owner wants to repair the product at his/her own expense for labor, warranty parts can be ordered from the factory by calling, 1-877-442-7878. This warranty will not apply to any part which has become inoperative due to misuse, accident, neglect, improper maintenance or alterations. The unit must be operated and maintained in accordance with the instructions furnished. There are no other warranties of any kind, express or implied and there is no liability for any consequential damages of any kind.

THE ABOVE EXPRESS WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES BEYOND THOSE EXPRESSLY SET FORTH ABOVE.

BUYER'S REMEDIES ARE LIMITED TO REPLACEMENT OR REPAIR OF THE DEFECTIVE PRODUCT, IN HAR-TRU'S SOLE DISCRETION. NEITHER HAR-TRU NOR ANY PARENT OR AFFILIATE OF HAR-TRU IS LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE PRODUCTS COVERED BY THIS WARRANTY.

SOME STATES DO NOT ALLOW LIMITATION OF WARRANTIES OR EXCLUSIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

MSDS**MAGNESIUM CHLORIDE, FLAKE****PRODUCT INFORMATION****CHEMICAL NAME:** Magnesium Chloride, Flake**SYNONYMS:** Magnesium chloride, hexahydrate; Magnesium chloride, 6-hydrate, crystal**CAS No:** 7791-18-6**MOLECULAR WEIGHT:** 203.30**CHEMICAL FORMULA:** $MgCl_2 \cdot 6H_2O$ **PIN:** Not applicable. **WHMIS:****MANUFACTURER:** Dead Sea Works Ltd.
Potash House.
PO Box 75, Beer-Sheva 84100
Israel 057-465111**SUPPLIER:** Panther Industries Inc.
Box 628

Davidson, SK SOG 1A0

EMERGENCY TELEPHONE NUMBER: (306) 567-2814**HAZARDOUS INGREDIENTS**

INGREDIENTS:	WEIGHT %	C.A.S. NO:	HAZARDOUS
Magnesium Chloride	45-47	7791-18-6	YES
Calcium Chloride	2-3	10035-04-8	
Potassium Chloride	0.5-1.0	7447-40-7	
Sodium Chloride	0.5-1.0	7647-14-5	
Water Balance		7732-18-5	

PHYSICAL DATA**PHYSICAL STATE:** Flakes or crystals**ODOR AND APPEARANCE:** Odorless, colorless**ODOR THRESHOLD:** Not available.**VAPOR PRESSURE:** Not available. **VAPOR DENSITY:** Not available.**EVAPORATION RATE:** Not available. **pH:** N.A.V.**BOILING POINT:** 1412 C **MELTING POINT:****SOLUBILITY (% W/W):** Soluble**SPECIFIC GRAVITY (water=1):** 2.32**COEFFICIENT OF WATER/OIL DIST.:** N. AV.**FIRE AND EXPLOSION DATA****FIRE:** Not considered to be a fire hazard.**EXPLOSION:** Not considered to be an explosion hazard. At room temperature the addition of magnesium chloride to furan-2-peroxycarbonxylic acid, will cause the acid to explode.**FIRE EXTINGUISHING MEDIA:** Use any means suitable for extinguishing surrounding fire.**SPECIAL PROCEDURES:** No special instructions. Product can be used to smother fires. Firefighters should wear self-contained breathing apparatus.

**SAFETY DATA SHEET**

Revision Date: September 30, 2020

Section 1- PRODUCT AND COMPANY IDENTIFICATION**PRODUCT NAME**

Har-Tru

CHEMICAL FORMULA

N/A

PRODUCT IDENTIFIERS

Har-Tru, HydroBlend, Top Dressing, Coarse Blend, Florida Blend

COMMON NAMES

Aggregate, basalt, clay tennis court surfacing material, green clay

MANUFACTURER/CONTACT INFO

Har-Tru Sports
c/o Luck Stone Corporation
Risk Management Department
P.O. Box 29682
Richmond, VA 23242

INFORMATION PHONE NUMBER

804-784-6300 (8am – 5pm Eastern Time Zone)
(dial country code 01 when outside the USA)

PRODUCT USAGE AND DESCRIPTION

The product is used in the construction and maintenance of clay tennis court surfaces. Har-Tru is distributed in bags and totes. Product presents as dust to small angular particles green in color with no odor.

2- HAZARDS IDENTIFICATION**GHS and WHMIS Symbols****GHS Classifications, Signal Word and Hazard Statements**

Target Organ
Toxicity

Category 2

Warning

May cause damage to respiratory system through
prolonged or repeated exposure. (H373)

Summary and Other Information

Har-Tru has the potential for generation of respirable dust during handling and use. Dust may contain respirable crystalline silica. Prolonged or massive inhalation of respirable crystalline silica dust may cause lung fibrosis, commonly referred to as silicosis. Principal symptoms of lung fibrosis are cough and breathlessness. Occupational exposure to respirable dust and respirable crystalline silica should be monitored and controlled.

Har-Tru does not meet the criteria for classification as dangerous as defined in Directive 67/548 EEC.

Do not use material for Abrasive Blasting.

3- COMPOSITION/INFORMATION ON INGREDIENTS

COMPONENT	CAS Number	EINECS Number	% (APPROX.)
Particulate Not Otherwise Regulated	NA	NA	>20%
Aluminum Oxide	1344-28-1	215-691-6	14-35%
Calcium Oxide	1305-78-8	215-138-9	5-25%
Iron Oxide	1309-37-1	215-168-2	5-15%
Magnesium Oxide	1309-48-4	215-171-9	5-15%
Silica, Respirable Crystalline (Quartz)	14808-60-7	238-878-4	>1%
Calcium Sulfate Hemihydrate (Calcined Gypsum)	10034-76-1	231-900-3	0-6%
Ferro-Actinolite, Non-Asbestiform	13768-00-8	NA	0-6%
Ferro-Actinolite, Asbestiform	77536-66-4*	NA	≤0.1%

NOTE

Individual composition of the hazardous constituents of the product varies naturally based on the source material. Typically the source material contains feldspar, mica, and chlorite among other naturally occurring minerals. The source material has the potential to contain, as a minor constituent, naturally occurring asbestiform minerals.

The presence of an asterisk () following a CAS Registry Number indicates that the registration is for a substance which CAS does not treat in its regular CA index processing as a unique chemical entity.

4 – FIRST AID MEASURES

Eye Contact:	Rinse eyes thoroughly with water, including under eye lids. Beyond flushing, do not attempt to remove material from the eye(s). Seek medical attention if irritation persists.
Skin Contact:	Wash affected areas thoroughly with mild soap and fresh water. Seek medical attention for rash or persistent irritation.
Ingestion:	Non-toxic.
Inhalation:	Move person to fresh air. Seek medical attention if coughing or other symptoms do not subside.

5 - FIREFIGHTING MEASURES

Suitable extinguishing media	Does not burn. Use extinguishing media appropriate for surrounding fire.
Fire and explosion hazards	Contact with powerful oxidizing agents may cause fire and/or explosions. (See Section 10 of MSDS.) Otherwise, this material is non-combustible and non-explosive and will not facilitate nor support combustion of other materials.
Special protective actions for fire-fighters	No need for special protective equipment for fire fighters.

6 – ACCIDENTAL RELEASE MEASURES

Personal precautions	Spilled materials, where dust can be generated, may overexpose cleanup personnel to respirable crystalline silica-containing dust. Wear protective equipment as described in Section 8 and follow the advice for safe handling and use given in Section 7. Emergency procedures are not required.
Environmental precautions	Prevent spilled material from entering streams, drains, or sewers.
Methods for cleaning	Pickup and reuse clean materials. If possible, wet spilled material to prevent dust generation or use vacuum. Do not dry sweep or use compressed air for clean-up. See Section 13 for disposal considerations.

7- HANDLING AND STORAGE

Handling	<p>Respirable crystalline silica-containing dust may be generated when handling this product or when cutting products such as concrete or asphalt made from this product. Use dust controls and personal protection identified in Section 8 of this MSDS as appropriate.</p> <p>Avoid actions such as dry sweeping or using compressed air that cause dust to become airborne during clean-up.</p>
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Storage	<p>Stacked bagged material in a secure manner to prevent falling. Bagged aggregate is heavy and poses risks such as sprains and strains to the back, arms, shoulders and legs during lifting and mixing.</p> <p>Engulfment hazard. To prevent burial or suffocation, do not enter a confined space, such as a silo, bin, or other storage container or vessel that stores or contains this product. Dust can build up or adhere to the walls of a confined space and then release, collapse, or fall unexpectedly</p> <p>Use engineering controls (e.g., wetting stockpiles) to prevent windblown dust from stockpiles, which may cause the hazards described in Section 3.</p>
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8 – EXPOSURE CONTROLS AND PERSONAL PROTECTION

EXPOSURE LIMITS

Component	OSHA PEL mg/m ³	MSHA PEL mg/m ³	ACGIH TLV mg/m ³	NIOSH REL mg/m ³
Aluminum Oxide	15 (T), 5 (R)	10 (T), 5 (R)	NE	NE
Asbestos	0.1 fibers/cc	0.1 fibers/cc	0.1 fibers/cc	NA
Calcium Oxide	15 (T), 5 (R)	10 (T), 5 (R)	2	2
Calcium Sulfate	15 (T), 5 (R)	10 (T), 5 (R)	10 (I)	10 (T), 5 (R)
Iron Oxide	15 (T), 5 (R)	10 (T), 5 (R)	5 (R)	5
Magnesium Oxide	15 (T), 5 (R)	10 (T), 5 (R)	10 (I)	15 (T), 5 (R)
Particulate Not Otherwise Regulated	15 (T), 5 (R)	10 (T), 5 (R)	Recommendation 10 (I), 3 (R)	15 (T), 5 (R)
Silica, Respirable Crystalline (Quartz)	Use Formulas below	Use Formulas below	0.025 (R)	0.05 (R)
Respirable Dust Containing >1% Silica	10 mg/m ³ + (%silica + 2)	10 mg/m ³ + (%silica + 2)	NE	NE
Total Dust Containing >1% Silica	30 mg/m ³ + (%silica + 2)	30 mg/m ³ + (%silica + 3)	NE	NE
Legend: NE = Not Established; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit; MSHA = Mining Safety and Health Administration; ACGIH = American Conference of Governmental Industrial Hygienists; TLV = Threshold Limit Value; NIOSH = National Institute of Occupational Safety and Health; REL = Recommended Exposure Limit; mg/m ³ = milligrams per cubic meter of air; cc=cubic centimeters of air; T = Total Dust; R = Respirable Dust; I = Inhalable				
Engineering Controls	Use local exhaust or general ventilation, wet suppression, or other engineering controls in order to maintain exposures below PEL exposures.			
Eye Protection	Safety glasses with side shields should be worn as minimum protection. Dust goggles should be worn when excessively dusty conditions are present or anticipated.			
Skin Protection	Use gloves to protect hands from abrasion. Remove clothing and protective equipment that becomes dusty and launder before reusing.			
Respiratory Protection	The need for respiratory protection should be evaluated by a qualified safety and health professional. When exposures exceed applicable limits, respiratory protection is required. Respirators used must be NIOSH-approved for the exposure(s) present. Respirator use must comply with applicable OSHA or MSHA regulations.			
Hygiene	Wash dust-exposed skin with soap and water before eating, drinking, and smoking. Wash work clothes after each use.			
Other	Respirable dust levels should be monitored regularly to determine worker exposure levels. Exposure levels in excess of applicable limits should be reduced by feasible engineering controls. Personal protective equipment, including respirators, should be used when controls are not feasible or do not bring exposure below applicable limits.			

9 – PHYSICAL AND CHEMICAL PROPERTIES

Appearance and odor	Dust to small angular particles green in color with no odor.		
Physical State	Solid	pH	N/A
Melting Point/Freezing Point	N/A	Boiling Point and Range (1Atm)	N/A
Flash Point	Non-combustible	Flammability	Non-combustible
Lower Flammability Limit	N/A	Upper Flammability Limit	N/A
Vapor Pressure (mm Hg @ 20°C)	N/A	Vapor Density in Air (Air = 1) and Relative Density	N/A

Solubility in Water	Negligible	Partition coefficient: n-octanol/water	N/A
Auto-ignition temperature	N/A	Decomposition temperature	N/A
Viscosity	None - solid	Evaporation Rate (at 1 Atm, and 25°C; n-butyl acetate = 1)	N/A
Specific Gravity	2.6 - 2.8		

10 – STABILITY AND REACTIVITY

Reactivity	Not reactive under normal temperatures and pressures
Stability	Stable under normal temperatures and pressures
Conditions to Avoid	Contact with incompatible materials should be avoided. (See below.)
Incompatible Materials	Silicates may react with powerful oxidizing agents such as fluorine, boron trifluoride, chlorine trifluoride, and oxygen difluoride. Silica dissolves in hydrofluoric acid producing a corrosive gas – silicon tetrafluoride.
Hazardous Decomposition or Byproducts	Silica-containing respirable dust particles may be generated by handling. See Section 8 for information on controlling exposure.

11 – TOXICOLOGICAL INFORMATION

Inhalation (acute):	Inhalation of dust may cause irritation of the nose, throat and respiratory tract by mechanical abrasion.
Inhalation (chronic):	<p>Prolonged and repeated or massive inhalation of respirable crystalline silica-containing dust in excess of appropriate exposure limits can cause silicosis, a pulmonary fibrosis caused by deposition of fine respirable particles of crystalline silica. Persons with silicosis have an increased risk of pulmonary tuberculosis infection and lung cancer. There are reports in the literature suggesting that excessive crystalline silica exposure may be associated with autoimmune disorders and renal disorders, though some studies have refuted this claim.</p> <p>The source material for this product has the potential to contain, as a minor constituent, naturally occurring asbestiform minerals. Repeated inhalation of asbestos in excess of appropriate exposure limits can cause asbestosis, lung cancer, and mesothelioma. Studies have shown that exposure to non-asbestiform rocks fragments does not cause asbestos disease.</p> <p>See References in Section 16 for further information.</p>
Medical conditions aggravated by exposure:	Inhalation of respirable dust may aggravate existing respiratory diseases and/or dysfunctions, e.g., bronchitis, emphysema, chronic obstructive pulmonary disease, asthma.
Target organ:	Lungs
Carcinogenicity:	<p>Respirable crystalline silica, a component of this product, has been listed as a known human carcinogen by the International Agency for Research on Cancer (IARC) and the National Toxicology Program (NTP).</p> <p>Asbestos, a potential trace component of this product, has been listed as a known human carcinogen by the IARC and the NTP.</p>

12 – ECOLOGICAL INFORMATION

Ecotoxicity	No specific data on this product. Not expected to be toxic to aquatic organisms.
Environmental fate	No specific data on this product. Not expected to degrade.
Other	Do not allow this product to be released to the environment in excess of permissible limits.

13 – DISPOSAL CONSIDERATIONS

Disposal methods	Dispose of waste in accordance with Federal, State, Provincial, and local regulations. Prevent from entering drainage, sewage systems, and unintended bodies of water.
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Hazardous waste	No. If discarded in its purchased form, this product would not be a hazardous waste either by listing or characteristic. However, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste. (See Section 15.)
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14 – TRANSPORTATION INFORMATION

DOT	This product is not classified as a Hazardous Material under US Department of Transportation (DOT) regulations.
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15 – REGULATORY INFORMATION

OSHA and MSHA Hazard Communication	This product is considered by the Occupational Safety and Health Administration (OSHA) and the Mining Safety and Health Administration (MSHA) to be hazardous and should be included in the employer's hazard communication program.
California Proposition 65	WARNING. This product contains a chemical (crystalline silica) known to the State of California to cause cancer.
CERCLA/Superfund	This product is not listed as a Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) hazardous substance.
RCRA	If discarded in its purchased form, this product would not be a hazardous waste either by listing or characteristic under the Resources Conservation and Recovery Act (RCRA).
TSCA	The components of this product are in compliance with the chemical notification requirements of the Toxic Substances Control Act (TSCA).
SARA Title III	Sections 311/312 This product is considered a hazardous chemical and a delayed health hazard (due to silica content).
	Section 313 This product contains none of the substances subject to the reporting requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).
WHMIS, Canada	This product has been classified in accordance with the hazard criteria of the <i>Controlled Products Regulations</i> and the SDS contains all the information required by the <i>Controlled Products Regulations</i> , per the Workplace Hazardous Materials Information System (WHMIS)

16 – OTHER INFORMATION

Revision Date	March 28, 2011. Revisions to logo and company name.
Supersedes MSDS Dated	February 12, 2010
References	<p>*Birk, T. (2009) Mortality in the German Porcelain Industry 1985-2005. <i>J Occup Environ Med</i>, Vol 51, No 3, pp 373-385</p> <p>*DHHS (NIOSH) Publication No. 2002-129, <i>Health Effects of Occupational Exposure to Respirable Crystalline Silica</i></p> <p>*European Union Council, Scientific Committee for Occupational Exposure Limits, <i>SUM Doc 94-final, June 2003</i></p> <p>*Ilgren, E.B. (2004) The Biology of Cleavage Fragments. <i>Indoor Built Environ</i>, Vol 13, No 5, pp 343-356</p>
Disclaimer of Liability	<p>Luck Stone Corporation believes that the information contained on this Material Safety Data Sheet is accurate; however Luck Stone Corporation makes no guarantees with respect to such accuracy and assumes no liability in connection with the use of the information contained herein by any party. The information contained herein is not intended to be and should not be construed as legal advice or as insuring compliance with any federal, state or local laws or regulations. Any party using this product should review all such laws, rules or regulations prior to use.</p> <p>NO WARRANTY IS MADE, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.</p>

End of Safety Data Sheet

Har-Tru 50lb Bag - Item#: OL1022

Har-Tru tennis court surfacing material is the oldest and best known product used in the construction and resurfacing of sprinkler irrigated clay tennis courts. Har-Tru is made from a billion-year-old Pre-Cambrian metabasalt stone found in the Blue Ridge Mountains of Virginia. It is a natural green stone that is extremely hard and angular, two very important qualities when it comes to tennis court construction. The angularity helps the stone particles lock together to form a stable playing surface and the hardness provides exceptional durability. The natural dark green color is classically clay and instantly recognizable. 10-S Tennis Supply is the largest distributor of Har-Tru surfacing material in the world.

Hydroblend 50lb Bag - Item #: OL2022

HydroBlend tennis court surfacing material is used to build, resurface and maintain Har-Tru courts with below ground, subsurface irrigation systems, including HydroCourt, HydroGrids and Cal-Cap. Hydroblend is made from a billion-year-old Pre-Cambrian metabasalt stone found in the Blue Ridge Mountains of Virginia. It is a natural green stone that is extremely hard and angular, two very important qualities when it comes to tennis court construction. The angularity helps the stone particles lock together to form a stable playing surface and the hardness provides exceptional durability. The natural dark green color is classically clay and instantly recognizable.

Magnesium Chloride (50 lb) Bag - Item#: UG2022

Magnesium Chloride is an ideal, environmentally sensitive product to improve the appearance and playability of sprinkler-irrigated Har-Tru tennis courts. Like Calcium Chloride, Magnesium Chloride draws moisture from the atmosphere into the Har-Tru court surface to keep it moist, green and playable. Unlike Calcium Chloride, Magnesium Chloride is non-corrosive to metals. Magnesium Chloride is most frequently applied before tennis tournaments so that the courts can be used for an extended period of time without watering. It can also be used to offset drought or dry conditions.

10-S Linesman Complete - Fine Bristles - Item #: WL2004

The 10-S Linesman line sweeper has a positive locking action and a textured brush for an easy-to-use, yet firm brushing action. It is constructed of aluminum for years of rust-free use.

Drag Broom - Hand Model - 7' - Item #: SL2002

The 7' Drag Broom - Hand Model features a sturdy aluminum body and two (2) rows of 4 1/2" coarse/stiff bristles. This drag broom is designed to be pulled manually by hand and is ideal for single court facilities with sprinkler-irrigated clay courts.

10-S Tournament Double Net - Item #: AL1024

The 10-S Tournament Double is a top quality, tournament grade tennis net. This net features double netting on the top six rows, 4 rows of lock stitching, 46oz. vinyl headband, 3.5mm polyethylene net body, fiberglass dowels, and a 5-year warranty. The 10-S Tournament Double also includes a free center strap for added value!

CONTRACT

THIS CONTRACT, executed this 2nd day of June 2021, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Varsity Brands Holding Co., Inc dba BSN Sports, LLC (Dallas, TX)**, 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:

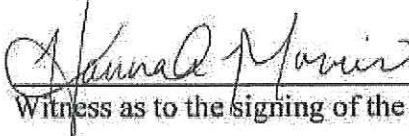
1. That the Contractor met all proposal requirements and was evaluated most responsive for providing **Tennis Court Supplies (Re-Bid) (Annual Contract)**, per **RFB No. 21-0032**, and was awarded the Contract by Columbus City Council on Tuesday, May 25, 2021, Resolution No. 159-21, for the contract term of two years, beginning June 1, 2021 through May 31, 2023, 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 City's Business Requirements, the City's Request for Proposals, dated April 16, 2021 (and all addenda thereto), the Contractor's bid dated May 12, 2021 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****TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract) RFB No. 21-0032**

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


Witness as to the signing of the contract

(Corporate seal, if applicable)


Signature of Authorized Representative Date 5/11/2021

Jackson Morris - Bid Specialist
Print Name and Title of Signatory

BSN Sports LLC
Company Name

Company Ordering Address

PO Box 7726
Dallas, TX 75209-0726

Contact Jackson Morris

Email bsnbid@bsnsports.com

Telephone 800-527-7510

Fax 800-365-7653

Company Payment Address

PO Box 660176
Dallas, TX 75266

Contact AR

Email AR@BSNSports.com

Telephone 800-527-7510


Fax 800-365-7653

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 17th day of May 20 21


Isaiah Hugley, City Manager

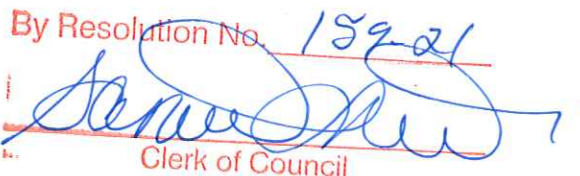
ATTEST:


Sandra T. Davis, Clerk of Council

APPROVED AS TO LEGAL FORM:


Clifton C. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. 159-21

Clerk of Council

RESOLUTION

NO. 159-21

A RESOLUTION AUTHORIZING THE PURCHASE OF TENNIS COURT SUPPLIES, ON AN "AS NEEDED" BASIS, FROM FAST DRY CORP DBA 10-S TENNIS SUPPLY (POMPAÑO BEACH, FL) AND BSN SPORTS, LLC (DALLAS, TX) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$31,338.60.

WHEREAS, the tennis court supplies include: Magnesium Chloride, Har-Tru tennis court surfacing material, Har-Tru HydroBlend surfacing material, Line Sweepers, Drag Brush and Double Tennis Nets; and,

WHEREAS, the Parks and Recreations Department will purchase the items to maintain the City's tennis courts; and;

WHEREAS, the initial contract period is for two (2) years, with options to renew for three (3) 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 tennis court supplies on an "as needed" basis from Fast Dry Corp dba 10-S Tennis Supply (Pompano Beach, FL) and BSN Sports, LLC (Dallas, TX) for the estimated annual contract value of \$31,338.60. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Parks and Recreation – Park Services – Cooper Creek Tennis Center – Operating Materials, 0101-270-4048-COPR-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 25th day of May, 2021 and adopted at said meeting by the affirmative vote of eight members of said Council.

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

A handwritten signature in cursive script, appearing to read 'Sandra T. Davis', written over a horizontal line.

Sandra T. Davis
Clerk of Council

A handwritten signature in cursive script, appearing to read 'B. H. Henderson, III', written over a horizontal line.

B. H. "Skip" Henderson, III
Mayor

EXHIBIT A

Columbus Consolidated Government

Tennis Court Supplies (Re-Bid) (Annual Contract)

RFB No. 21-0032

Varsity Brands Holding Co., Inc. dba BSN Sports, LLC

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. Varsity Brands Holding Co., Inc	
2 Business name/disregarded entity name, if different from above BSN Sports LLC	
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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 7726	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75209	
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 ▶ *Jordan Morin*

Date ▶ 5/19/2021

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-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.

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



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for BSN Sports, LLC (file number 800418400), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on November 24, 2004.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 22, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

EXHIBIT C

Columbus Consolidated Government

Tennis Court Supplies (Re-Bid) (Annual Contract)

RFB No. 21-0032

Varsity Brands Holding Co., Inc. dba BSN Sports, LLC

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: BSN Sports LLC

Print Name of Authorized Agent: Jackson Morris

Signature of Authorized Agent: 

BID FORM

**TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract)
RFB NO. 21-0032**

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) ☐ Bid Form (Form 2)
- ☐ Pricing Page (Page 17) ☐ Minimum Delivery Order ☐ MSDS on Surfacing Products
- ☐ Product Literature ☐ Product Warranty
- ☐ Contract Signature Page (Form 3) ☐ Business License ☐ W-9 Rev 2018

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.

BSN Sports LLC	BSNBID@bsnsports.com
Vendor Business Name	Email Address
	Jackson Morris
Authorized Signature	5/11/2021
	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) _____ JM

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

PRICING PAGE

**TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract)
RFB 21-0032**

DESCRIPTION	ESTIMATED QUANTITY	VENDOR CLASSIFICATION / PRODUCT NUMBER	UNIT PRICE	EXTENDED PRICE
Magnesium Chloride (55 lb bags)	500 Bags		\$	\$ No Bid
Har-Tru Tennis Court Surfacing (50 lb bags)	1,000 Bags		\$	\$ No Bid
Har-Tru HydroBlend Tennis Court Surfacing (50 lb bags)	350 Bags		\$	\$ No Bid
Line Sweeper with curved handle (Har-Tru Line Master or equivalent)	15		\$	\$ No Bid
Drag Brush 6' Hand Model	10		\$	\$ No Bid
Double Tennis Net (Edwards 30 LS or equivalent)	20	As Specified - 1234367	\$ 178.98	\$ 3,579.60
TOTAL ESTIMATED ANNUAL COST			\$	

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

10 %

Delivery will be made within 7 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.

Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.

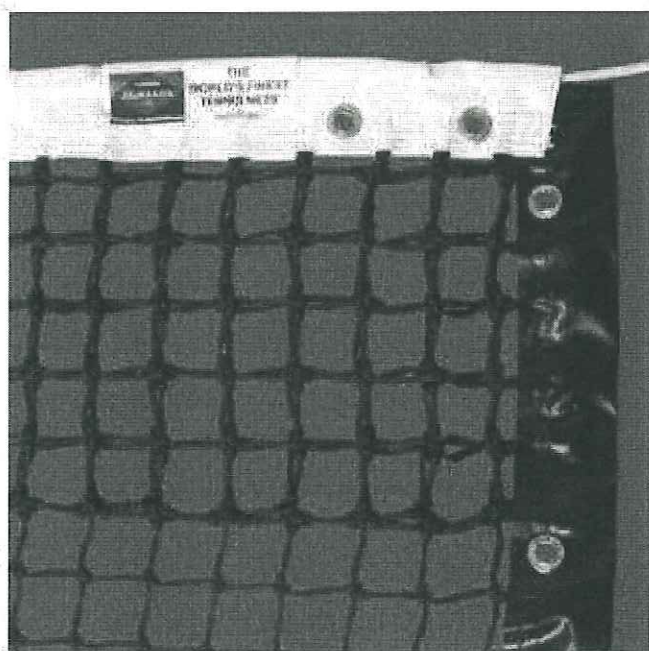
Minimum Delivery Order is: No minimum for Line Items. \$50 minimum for general 10% discount.

BSN Sports LLC

Company Name

5/11/2021

Date



Zoom

EDWARDS 30LS DOUBLE CENTER

SKU# 1234367

✓ In-Stock Ships FedEx



> be the first to review this product

Qty

Flyer ?

\$277.99 each

Add To Cart



+ Wishlist + Compare Print Email

DETAILS

ADDITIONAL INFORMATION

WARRANTY

REVIEWS

TAGS

No matter how fierce the competition gets and how long the volleys go, this Edwards 30LS 42 ft. Double-Center Tennis Net stays standing through multiple dead net points, high-speed serves that fall just short of their target and attacks that don't quite clear the net. The double-center mesh is arranged in five rows to prevent stray tennis balls from wreaking havoc on the net's structure, and the vinyl-coated headband gives added strength to the entire net, so tennis superstars and beginners alike can stand on the baseline and unleash serves with full confidence.

- 42 ft. long net is designed for installation on a tennis court
- Netting is made of 3.5mm braided polyethylene with an 18 oz. vinyl-coated headband to withstand missed serves and volleys that end in the net
- Six rows of double-center mesh create a reinforced design that lasts through intense tennis competitions
- 0.63 in. fiberglass dowels are included, along with a center strap, for fast and easy setup
- Tapered center design prevents the net from rubbing on the court surface below it for an extended lifespan

Specifications:

- Activity: Tennis
- Brand: Edwards
- Color: Black, White
- Color Family: Black
- Material: Fiberglass, Polyethylene, Vinyl
- Mount Poles Included: Yes
- Product Length: 42 ft.
- Quantity: 1
- Weather Resistant: Yes

LIMITED 5 YEAR WARRANTY

Heavy duty 18 oz. vinyl coated headband, 6 rows of double center mesh, 3.5mm braided polyethylene net body. Includes 5/8" fiberglass dowels, tapered center and center strap. 42' length only

EXHIBIT D

Columbus Consolidated Government

Tennis Court Supplies (Re-Bid) (Annual Contract)

RFB No. 21-0032

Varsity Brands Holding Co., Inc. dba BSN Sports, LLC

Clarification Documents

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340
COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-653-3033
BidLine 706-225-4536

May 13, 2021

BSN Sports, LLC
Attn: Mr. Jackson Morris
P.O. Box 7726
Dallas, TX 75209-0726

Email: bsnbid@bsnsports.com
ar@bsnsports.com

Re: Tennis Court Supplies RE-BID (Annual Contract)
RFB No. 21-0032

Dear Mr. Morris,

Thank you for submitting a bid for the above referenced RFB. A preliminary review indicates your submission did not include the following required information listed in the Bid Submission Requirements (Pages 12-13, Section VIII):

- Business License 2021 (send copy)
- W-9 Rev 2018 (see attached)

*"Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR** (see Appendix A). The City reserves the right to request any omitted information, **to exclude Communication Concerning This Solicitation (Form 1), 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"**."*

Please email your response to Patti Postorino, Buyer, at postorino.patti@columbusga.org or fax to 706-225-3033 by Monday, May 17, 2021 at 5:00 pm.

Sincerely,

Andrea J. McCorvey
Purchasing Division Manager

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.

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

Varsity Brands Holding Co., Inc

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

BSN Sports LLC

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.

P.O. BOX 7726

6 City, state, and ZIP code.

Dallas, TX 75209

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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

4 7 - 2 4 6 0 2 7 2

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 ►

Jason Morris

Date ► 5/11/2021

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.

Patti A Postorino

From: BSNbid <BSNbid@bsnsports.com>
To: Patti A Postorino
Sent: Monday, May 17, 2021 11:46 AM
Subject: Read: [EXTERNAL] Read: BID FW: Letter - Tennis Court Supplies

Your message

To: BSNbid
Subject: BID FW: Letter - Tennis Court Supplies
Sent: Monday, May 17, 2021 10:44:52 AM (UTC-06:00) Central Time (US & Canada)

was read on Monday, May 17, 2021 10:46:11 AM (UTC-06:00) Central Time (US & Canada).

VC 11914

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. Varsity Brands Holding Co., Inc.	
2 Business name/disregarded entity name, if different from above BSN Sports LLC	
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) ▶ _____ <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. P.O. BOX 7726	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75209	
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:

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 ▶ *Jonathan Meyer*

Date ▶ *5/19/2021*

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.

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- 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.



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for BSN Sports, LLC (file number 800418400), a DELAWARE, USA, Foreign Limited Liability Company (LLC), was filed in this office on November 24, 2004.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on July 22, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Patti A Postorino

From: Patti A Postorino
Sent: Tuesday, May 18, 2021 8:24 AM
To: Jackson Morris
Subject: BID FW: Letter - Tennis Court Supplies
Attachments: W-9 2018 Form.pdf

We need the updated W-9 Rev October 2018. (look in upper left corner title info). The form you sent was Rev November 2017. Please complete the attached W-9. You should continue to use the updated W-9 Rev Oct 2018 form for all your business items.

Also, we need your Dallas business license. It was a requirement to send with your original bid submittal.

Hopefully we receive these items today. Thanks for all your help.

Patti

Patti Postorino, Buyer
Columbus Consolidated Government
Finance Department, Purchasing Division
Phone: (706) 225-3070
Fax: (706) 225-3033
Email postorino.patti@columbusga.org

From: Jackson Morris <jacksonmorris@bsnsports.com>
Sent: Monday, May 17, 2021 6:20 PM
To: Patti A Postorino <Postorino.Patti@columbusga.org>
Subject: [EXTERNAL] RE: BID FW: Letter - Tennis Court Supplies

Good Evening,

Upon review, our tax department said that we do not have a license applicable for your county as we don't maintain a physical address there. I know the deadline for the paperwork is expired anyways, but I wanted to let you know. Just for your records, I have a W9 here.

Thank you,
Jackson Morris

05/19/21
direct
972-406-3488

From: Jackson Morris
Sent: Monday, May 17, 2021 1:41 PM
To: Postorino.Patti@columbusga.org
Subject: RE: BID FW: Letter - Tennis Court Supplies

Good Afternoon,

I apologize for the delay in our response. I am awaiting our tax department to provide me the business license in question. I will get the license and the W-9 to you as soon as possible.

Thank you,

Jackson Morris

Bid Specialist

972-406-3488

jacksonmorris@bsnsports.com

14460 Varsity Brands Way

Farmers Branch, TX 75244

A Varsity SPORT Brand

www.BSNSPORTS.com

[View Catalogs](#)

From: Patti A Postorino <Postorino.Patti@columbusga.org>

Sent: Monday, May 17, 2021 11:45 AM

To: BSNbid <BSNbid@bsnsports.com>; AR <AR@bsnsports.com>

Subject: BID FW: Letter - Tennis Court Supplies

Importance: High

BID DOCUMENTS FOR CITY OF COLUMBUS, GA

Please see note below. You have until 5:00 pm (EST) today, Monday, May 17, 2021 to respond. I have been unable to reach you by phone. Call me please.

Thank you,

Patti

Patti Postorino, Buyer

Columbus Consolidated Government

Finance Department, Purchasing Division

Phone: (706) 225-3070

Fax: (706) 225-3033

Email postorino.patti@columbusga.org

From: Patti A Postorino

Sent: Thursday, May 13, 2021 1:20 PM

To: bsnbid@bsnsports.com; ar@bsnsports.com

Subject: Letter - Tennis Court Supplies

Hello Mr. Morris,

Regarding your bid submittal for "Tennis Court Supplies (Re-Bid)" RFB 21-0032, please see the attached letter from the Purchasing Division Manager. This letter will require your response.

We must have your current Business License and the updated W-9 form.

We thank you for your participation in this bid.

Respectfully,

Patti

Patti Postorino, Buyer

Columbus Consolidated Government

Finance Department, Purchasing Division

Phone: (706) 225-3070

Fax: (706) 225-3033

EXHIBIT B

Columbus Consolidated Government

Tennis Court Supplies (Re-Bid) (Annual Contract)

RFB No. 21-0032

Request for Bids

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: April 16, 2021

REQUEST FOR BIDS: RFB No: 21-0032	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of: TENNIS COURT SUPPLIES (RE-BID) (Annual Contract)
GENERAL SCOPE	Columbus Consolidated Government (the City) is requesting bids from qualified vendors to provide tennis court supplies on an "as needed" basis to be utilized by the Parks and Recreation Department. The contract term will be for two years with the option to renew for three additional twelve-month periods.
DUE DATE	MAY 12, 2021 - 2:30 PM (Eastern) Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. <i>Responding vendors are not required, but are invited to attend the opening.</i> If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: <u>Click here to join the meeting</u> Or call in (audio only) +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number Reset PIN . Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.
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.
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. 21-0032 for Tennis Court Supplies (Re-Bid) (Annual Contract)** for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- ☐ There is insufficient time to respond to the Request 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 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.

5. 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.**

6. 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.

7. 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.

8. 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 all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If feasible, divide the award equally among the bidders.
5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

9. 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.

10. 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.

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

12. 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.

13. 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.**

14. 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.

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

16. 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.

17. 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.**

18. 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.

19. 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.**

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

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.

29. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, 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 less than or equal to \$25,000.00; 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.

30. RIGHT TO PROTEST.

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.

- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on

behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.

- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

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

32. 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.

33. CANCELLATION PROVISIONS. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

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.

34. 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.

35. 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.

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

37. 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.

38. 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.

39. 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 5) Awarded Vendor(s) Business Requirements.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

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. 21-0032; Tennis Court Supplies (RE-BID) (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

TENNIS COURT SUPPLIES (RE-BID) (Annual Contract) RFB No. 21-0032

I. SCOPE

Provide tennis court supplies on an "as needed" basis to be utilized by the Parks and Recreation Department. The quantities stated in the specifications are estimates, the City may purchase some, all, more or none of the items contained in these specifications. ***The City reserves the right to add additional related items during the term of the contract.*** The previous bid tabulation from 2015 is presented in Attachment A.

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, brand 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

- A.** Contractor shall stock sufficient quantities of supplies to meet the requirements of the City on an "as needed" basis.
- B.** Vendor must state the required minimum delivery order. Delivery orders will only be accepted between the hours of 9:00 am to 5:00 pm with prior notice of the exact day. The Department will have a crew and skid steer available to unload the clay and magnesium.

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. INDEMNITY CLAUSE

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

VIII. 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. **Bid Form** (Form 2)
- C. **Pricing Page** (Page 17)
- D. **Minimum Delivery Order**: Include on Pricing Page minimum delivery order. Delivery orders will only be accepted between 9:00 AM – 5:00 PM, with prior notice of the exact date.
- E. **Material Safety Data Sheets for court surface materials offered with bid proposal.**
- F. **Product Literature**: Provide descriptive literature for proposed products.
- G. **Product Warranty**: Provide product warranty information printed on manufacturer's letterhead.
- H. **Contract Signature Page** (Form 3)
- I. **Addenda**: Vendors must include acknowledgment of receipt of addenda (**if any**) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at [https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm](https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm)

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

- J. **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.

- K. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification**: (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)

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 by purchase order. 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**: Deliveries shall be made to the applicable address indicated on the purchase order. Inability to make delivery within specified time will authorize the City to purchase from other

sources. Vendor must state the required minimum delivery order. Delivery orders will only be accepted between the hours of 9:00 am to 5:00 pm with prior notice of the exact day. The Department will have a crew and skid steer available to unload the clay and magnesium. **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: 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. 21-0032) 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: _____

BID FORM

**TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract)
RFB NO. 21-0032**

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) ☐ Bid Form (Form 2)
- ☐ Pricing Page (Page 17) ☐ Minimum Delivery Order ☐ MSDS on Surfacing Products
- ☐ Product Literature ☐ Product Warranty
- ☐ Contract Signature Page (Form 3) ☐ Business License ☐ W-9 Rev 2018

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

TENNIS COURT SUPPLIES (RE-BID) (Annual Contract) RFB 21-0032

DESCRIPTION	ESTIMATED QUANTITY	VENDOR CLASSIFICATION / PRODUCT NUMBER	UNIT PRICE	EXTENDED PRICE
Magnesium Chloride (55 lb bags)	500 Bags		\$	\$
Har-Tru Tennis Court Surfacing (50 lb bags)	1,000 Bags		\$	\$
Har-Tru HydroBlend Tennis Court Surfacing (50 lb bags)	350 Bags		\$	\$
Line Sweeper with curved handle (Har-Tru Line Master or equivalent)	15		\$	\$
Drag Brush 6' Hand Model	10		\$	\$
Double Tennis Net (Edwards 30 LS or equivalent)	20		\$	\$
TOTAL ESTIMATED ANNUAL COST			\$	

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.

Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.

Minimum Delivery Order is: _____

Company Name

Date

FORM 3**CONTRACT SIGNATURE PAGE****TENNIS COURT SUPPLIES (RE-BID)
(Annual Contract) RFB No. 21-0032**

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

ATTACHMENT A

Bid Tabulation 2015

BID TABULATION

DATE: May 6, 2015
RFB NO: 15-0027
BID NAME: Tennis Court Surfacing Supplies (Annual Contract)

Vendor/Description	Estimated Quantity	Fast Dry Courts		Welch Tennis Courts, Inc.	
		Unit Price	Extended Cost	Unit Price	Extended Cost
Tennis Court Surfacing Supplies Addendum No. 1		Yes		Yes	
50-lb Bag Magnesium Chloride	500 Bags	17.92	\$8,960.00	19.63	\$9,815.00
50-lb Bag Har Tru Rubico Surface	1000 Bags	6.30	\$6,300.00	6.72	\$6,720.00
GRAND TOTAL			\$15,260.00		\$16,535.00

This is a draft tabulation. Entries are as recorded during bid opening, may include incorrect price extensions, or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses.

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**

TENNIS COURT SUPPLIES (RE-BID) **(Annual Contract)** **RFB No. 21-0032**

IMPORTANT NOTICE

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. Do not enter information in "Supplemental Documents".
2. Zip files with multiple folders will not be accepted. Vendors shall submit one PDF file of proposal.
3. Due to file size limitations, please do not re-send the City's full specifications document as this information is already on file.
4. In the event DemandStar requires a dollar value for your submittal, enter "0".

Please submit your electronic bid response as indicated below:

(Scan all pages as one PDF file and submit in "Bidders Response ALL Documents".

- ___ 1. COMMUNICATION CONCERNING THIS SOLICITATION (Form 1)
- ___ 2. BID FORM (Form 2)
- ___ 3. PRICING PAGE (Page 17)
- ___ 4. MATERIAL SAFETY DATA SHEETS FOR COURT SURFACE MATERIAL OFFERED WITH BID PROPOSAL
- ___ 5. PRODUCT LITERATURE
- ___ 6. PRODUCT WARRANTY
- ___ 7. CONTRACT SIGNATURE PAGE (Form 3)
- ___ 8. ADDENDA (IF ANY)
- ___ 9. BUSINESS LICENSE
- ___ 10. W-9 Rev 2018 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) (Submit Page 1 only)

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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206.940.0305

Responding to an Electronic Bid

5 Step Instructions

Step 1

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

- Click on the solicitation name



Step 2

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

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

Bid Details

Agency Name: Agency A
 Bid Number: 123456789
 Bid Type: Bid Type A
 Estimated Date: 12/31/2023
 Project Name: Project A
 Bid Amount: \$1,234,567.89

Scope of Work

Scope of Work: Scope of Work A

Documents

Document	Type	Attachment	Status
Doc 1	Doc Type A	Doc 1 Attachment	Uploaded

Distribution Info

Bid Email: Bid Email A
 Fax Number: Fax Number A
 Bid Opening: Bid Opening A
 Distribution Method: Distribution Method A
 Distribution Option: Distribution Option A
 Request Estimated Total: Request Estimated Total A
 Distribution Notes: Distribution Notes A

Publication

Publication: Publication A

Pre-Bid Conference

Pre-Bid Conference: Pre-Bid Conference A

Commodity Code

Commodity Code: Commodity Code A

Submit E-Bid Proposal

Step 3

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

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

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

Bid Details

Agency Name: Agency A
 Bid Number: 123456789
 Bid Date: 12/31/2023
 Bid Opening: Bid Opening A
 Bid Amount: \$1,234,567.89

E-Bid Progress

Contact Information
 Documents Upload
 Answer Bid

E-Bid Response

Contact Information

Company Name: Company Name A
 Address 1: Address 1 A
 Address 2: Address 2 A
 City: City A
 State: State A
 County: County A
 Phone Number: Phone Number A
 Bid Amount: Bid Amount A
 Notes: Notes A

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: Do not enter information 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.

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.