COLUMBUS CONSOLIDATED GOVERNMENT ANNUAL CONTRACT ROUTING MEMORANDUM

DATE:

January 28, 2022

SUBJECT:

Frames, Grates, Covers & Inlets (Annual Contract); RFB No. 22-0020

FROM:

Patti Postorino, Purchasing Division

Please route for appropriate signatures, copies of the attached contract with Ferguson US Holdings Inc, Ferguson Enterprises LLC dba Ferguson Waterworks (Columbus, GA) (Contractor). The firm will provide frames, grates, covers and inlets for the Department of Public Works. These items will be purchased 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:

<u>Public Works</u>: Sewer Fund – Public Works – Sewer Maintenance – Operating Materials, 0202-260-3210-SWRM-6728.

Council authorized this contract per Resolution No. 012-22, dated January 11, 2022 (copy is attached).

Signatories	Signatures Required (No initials please)	Date
Purchasing Division Manager Signature of Approval	Ado J. M. Gres	1/28/22
City Attorney: Signature required on Contracts	Form Approved: CCF, City Alberray	1/28/22
City Manager: Signature required on Contracts	Road Holey	2/1/22
Clerk of Council: Signature Required on Contracts & Attest/Seal	Comonie.	4/1/20
Buyer: Process / Distribute	latte Posto uno	02/02/2022

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

CONTRACT

THIS CONTRACT, executed this <u>28</u>Th day of <u>January</u> 2022, by and between the Consolidated Government of Columbus, Georgia, hereinafter called the "City", and, Ferguson US Holdings Inc, Ferguson Enterprises LLC dba Ferguson Waterworks (Columbus, GA), hereinafter called the "Contractor".

WITNESSETH:

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

- 1. That the Contractor met all proposal requirements and was evaluated most responsive for providing Frames, Grates, Covers & Inlets (Annual Contract), per RFB No. 22-0020, and was awarded the Contract by Columbus City Council on Tuesday, January 11, 2022, Resolution No. 012-22, for the contract term of two (2) years, beginning January 5, 2022 through January 04, 2024, 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 October 26, 2021 (and all addenda thereto), the Contractor's bid dated November 19, 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

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

The undersigned hereby declares that he has/they have carefully examined the

specifications herein referred to and will prov Consolidated Government of Columbus, Georg	ide all equipment, terms and services of the
	11/2-
Kink (11.19.21
Witness as to the signing of the contract	Signature of Authorized Representative Date
	John Cay done Branch Manager Print Name and Title of Signatory
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
5751 Miller Court	The state of the s
Columbus, GA. 31909	
Contact John Cardona	Contact
Email John. Cardona @ Forguson.com	Email
Telephone 706-563-6010	Telephone
Fax	Fax
CONSOLIDATED GOVERNMEN	NT OF COLUMBUS, GEORGIA
Accepted this / day of Leleway 20 33	APPROVED AS TO LEGAL FORM:
Small Hoger	Cliftone. Fay
Isaliah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	EXECUTION AUTHORIZED
the state of the s	By Resolution No. 0/2-22
Sandra T. Davis, Clerk of Council	Clerk of Council
11/10/4/4/11/11	

RESOLUTION

NO. 012-22

A RESOLUTION AUTHORIZING THE PURCHASE OF FRAMES, GRATES, COVERS & INLETS FROM FERGUSON US HOLDINGS, INC, FERGUSON ENTERPRISES, LLC dba FERGUSON WATERWORKS (COLUMBUS, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$248,868.65.

WHEREAS, the items will be purchased by the Public Works Department on an "as needed" basis for sewer/stormwater maintenance; and,

WHEREAS, 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.

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

That the City Manager is hereby authorized to purchase frames, grates, covers & inlets from Ferguson US Holdings, Inc, Ferguson Enterprises, LLC dba Ferguson Waterworks (Columbus, GA) for the estimated annual contract value of \$248,868.65. Funds are budgeted each fiscal year for this ongoing expense: Sewer Fund – Public Works – Sewer Maintenance – Operating Materials, 0202-260-3210-SWRM-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 11th day of January 2022 and adopted at said meeting by the affirmative vote of <u>ten</u> members of said Council.

Councilor Allen	voting _	YES
Councilor Barnes	voting _	YES
Councilor Crabb	voting _	YES
Councilor Davis	voting _	YES
Councilor Garrett	voting _	YES
Councilor House	voting _	YES
Councilor Huff	voting _	YES
Councilor Thomas	voting _	YES
Councilor Tucker	voting _	YES
Councilor Woodson	voting	YES

Sandra T. Davis

Clerk of Council

B. H. "Skip" Henderson, III

Mayor

EXHIBIT A

Columbus Consolidated Government

Frames, Grates, Covers & Inlets (Annual Contract)

RFB No. 22-0020

Ferguson US Holdings, Inc / Ferguson Enterprises, LLC
dba FERGUSON WATERWORKS

Business Requirements

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

tites itte	Co to www.ns.gov/ronnivs for ins	tructions and the latest in	formation.		
	1 Name (as shown on your income tax raturn). Name is required on this line; di	o not leave this line blank.	1. 1.2.11.11	300 t m 13 13 14 1	
	Ferguson US Holdings, Inc 2 Business name/disregarded entity name, if different from above				
.00	Ferguson Enterprises, LLC				
) page:	TOHOWING SEVER DOXES.			4 Exemptions (codes apply only to certain antities, not individuals; see instructions on page 3):	
e. nrs or	Individual/sole proprietor or Corporation S Corporation single-member LC	Partnership	Trust/estate	Exempt payee code (if any) 5	
华岛	Limited liability company. Enter the tax classification (C=C corporation, S	=S corporation, P=Partnership)	>		
Print or type. See Specific Instructions on page 3.	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.			Exemption from FATCA reporting code (if any)	
00	Other (see Instructions)			(Applies to accounts meintalned outside the U.S.)	
S	5 Address (number, street, and apt. or sulte no.) See instructions.	Rec	uester's name a	and address (optional)	
See					
	6 City, state, and ZIP code				
	Newport News, VA 23602				
	7 List account number(s) here (optional)	, , , , , , , , , , , , , , , , , , , ,			
Miles					
	Taxpayer Identification Number (TIN)		-		
Enter	your TIN in the appropriate box. The TIN provided must match the nan up withholding. For individuals, this is generally your social security nun	ne given on line 1 to avoid		curity number	
reside	ent alien, sole proprietor, or disregarded entity, see the instructions for	Part I, later. For other			
entitie	es, it is your employer identification number (EIN). If you do not have a r	number, see How to get a			
TIN, I			or		
	If the account is in more than one name, see the instructions for line 1 ber To Give the Requester for guidelines on whose number to enter.	. Also see What Name and	Employer	Identification number	
IVENTIL	ber 10 days the requester for guidelines on whose judinal to enter.				
Pai	THE PARTY NAMED AND ADDRESS OF				
	r penalties of perjury, I certify that:	and and one constitue for a mo-		used to make and	
2. La	e number shown on this form is my correct taxpayer identification numl m not subject to backup withholding because: (a) I am exempt from bai rvice (IRS) that I am subject to backup withholding as a result of a failur longer subject to backup withholding; and	ckup withholding, or (b) I ha	ve not been n	otified by the Internal Revenue	
3.1a	m a U.S. citizen or other U.S. person (defined below); and				
	e FATCA code(s) entered on this form (if any) indicating that I am exempt	ot from FATCA reporting Is	correct.		
you h	fication instructions. You must cross out item 2 above if you have been n ave failed to report all interest and dividends on your tax return. For real es sition or abandonment of secured property, cancellation of debt, contribute than interest and dividends, you are not required to sign the certification, b	tate transactions, item 2 dos ons to an individual retireme	s not apply. Fo	or mortgage interest paid, t (IRA), and generally, payments	
Sign Her		Date	× 7/2	29/19	
Ge	neral Instructions	Form 1099-DIV (divide funds)	nds, including	those from stocks or mutual	
Section	on references are to the Internal Revenue Code unless otherwise		ous types of in	come, prizes, awards, or gross	
relate	re developments. For the latest information about developments ad to Form W-9 and its instructions, such as legislation enacted		Form 1099-B (stock or mutual fund sales and certain other		
after	they were published, go to www.lrs.gov/FormW9.	• Form 1099-S (proceed		tate transactions)	
Purpose of Form • Form 1099-K (merchant card and third party network transactions)					
An In	dividual or entity (Form W-9 requester) who is required to file an mation return with the IRS must obtain your correct taxpayer	• Form 1098 (home mor 1098-T (fuition)	tgage Interest)	, 1098-E (student loan interest),	
Ident	ification number (TIN) which may be your social security number	Form 1099-C (cancele	d.debt)		
(SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number		• Form 1099-A (acquisiti	on or abandon	ment of secured property)	
	ayer recommended in the property of the proper				

alien), to provide your correct TIN.

later.

 Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident

(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)

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names

Entity	Nam	ıe
	-	_

	. corry warne
Action Auton	nation
Action Plumb	ing Supply
ADL	N 8 8 8 8 8
Alaska Pipe 8	Supply
	nting & Hardware Gallery
The Ar-Jay Co	
BAC Appliance	
Bath + Beyon	
	umbing Supply
Brock-McVey	
Bruce-Roger:	
Cal-Steam	
Capital Distri	buting
	esign Showroom
CFP	
Cline Contra	ct Sales
	ting & Hardware
Davies Wate	
Dealernet	
Duhig Stainle	ess
	terworks, Meter & Automation Group
	ct Appliance
	th & Kitchen Gallery
	th, Kitchen and Lighting Gallery
Ferguson.co	
Ferguson Di	
	cilities Supply
Ferguson Fir	e & Fabrication International
	eating & Cooling
	ospitality Sales
	VAC - Air Cold
Ferguson H	VAC - EastWest Air
Ferguson H	VAC - Lyon Conklin
	tegrated Services
Ferguson In	
	arts & Packaging
	alve & Automation
Ferguson W	
	/aterworks- Municipal Pipe
	/aterworks- Red Head
	/aterworks EPPCO
	/aterworks International
	h & Kitchen Showplace
Grand June	

En	tity	Nam	ie

Entity Name	
ndustrial Hub of the Carolinas	
Innovative Soil Solutions	
1 & G Products	
J.D. Daddario Company	
Joseph G. Pollard Co	
Karl's Appliances	
Kitchen Art	
Lighting Design Center	
Lighting Unlimited	
Lincoln Products	
Linwood Pipe and Supply	
Louisiana Utilities Supply Company	
LUSCO	
McFarland Supply	
Michigan Meter	
Mission Valley Pipe	
Mississippi Utility Supply Co. (MUSCO)	
PL Sourcing	
Plumb Source	1000
Plumbing Décor	
Pollardwater	
Powell Pipe & Supply Co.	
Professional's Bath Source	
PV Sullivan Supply	
Ramapo Wholesalers	
Renwes Sales	
Redlon & Johnson	
Reese Kitchen, Bath & Lighting Gallery	
Robertson Supply	
SG Supply Co.	
SOS Sales	
Tarpon Wholesale Supplies	
The Plumbing Source	
The Stock Market	
TPW Kitchen & Bath	
Wallwork	
Waterworks Industries	
Webb Distributors	
Western Air Supply	
Westfield Lighting	
Wolseley Financial Services	
Wolseley Industrial Group	
WPCC Forwarding	
Wright Plumbing Supply	

Occupation Tax License

City of Columbus, Georgia

Date Issued: December 08, 2021

Expires: December 31, 2021

Renew by: April 01, 2022

Revenue Code Occupation Tax Administrative Fee 4140

Fee Amount

\$75.00

PAID

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

Dec 08 2021

Occupation Tax Columbus Consolidated Government

Business Address:

FERGUSON ENTERPRISES, INC. HARRIS-WILNER, CARMEN

1414 54TH ST

042172

COLUMBUS, GA 31904-4410

Mailing Address:

FERGUSON ENTERPRISES, LLC

Account #: 01204901

ATTN: TAX-BL PO BOX 2778

NEWPORT NEWS, VA 23609-0778

Business Name;

FERGUSON ENTERPRISES, INC.

PLUMBING & HEATING EQUIP & SUPPLIES WHLSLERS

Type of Occupation.

DOM PLUMBING & HEATING EQUIP & SUPPLIES WHLSLERS



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

Occupation Tax License
City of Columbus, Georgia
Date Issued: December 08, 2021
Expires: December 31, 2021
Expires: December 31, 2021
Cocupational Tax#: OCC003682-12-2021 C.O. #: Z200700509
Occupational Tax#: OCC003682-12-2021 C.O. #: Z200700509
Occupati



Occupation Tax License

City of Columbus, Georgia

Date Issued: December 08, 2021

Expires: December 31, 2021

Renew by: April 01, 2022

Fee Type

Revenue Code 4140

Fee Amount

\$75.00

PAID

THIS RECEIPT NOT OFFICIAL UNLESS VALIDATED

Dec 08 2021

Occupation Tax Columbus Consolidated Government

Occupation Tax Administrative Fee

Account #: 07137301

Business Address:

FERGUSON ENTERPRISES HARRIS-WILLNER, CARMEN

5751 MILLER CT

COLUMBUS, GA 31909

Mailing Address:

FERGUSON ENTERPRISES

ATTN: TAX-BL PO BOX 2778

NEWPORT NEWS, VA 23609-0778

Business Name;

Type of Occupation:

FERGUSON ENTERPRISES

PLUMBING & HEATING EQUIP & SUPPLIES WHLSLERS

042172

DOM

PLUMBING & HEATING EQUIP & SUPPLIES WHLSLERS



The above named having in accordance with the ordinance of Columbus, Georgia paid to the treasurer of said city the amounts shown above on this Ilcense, is hereby authorized to

BOA - Atlanta - 100286

FEI # (Main branch number) PO Box 100286

Atlanta, GA 30384-0286

OVERNIGHT - PKGS

Bank of America Lockbox Services FEI # (Main branch number) Lockbox # 100286 6000 Feldwood Road

BOA-Dalias - 847411

College Park, GA 30349

FEI # (Main branch number)

FEI # (Main branch number)

1950 N. Stemmons FRWY

Dallas, TX 75284-7411

OVERNIGHT - PKGS

Dorchester, MA 02125

ECA LOS Angeles 740827 FEI # (Main branch number)

FEI # (Main branch number)

Bank of America Lockbox Services

FEI # (Main branch number) LB# 417592

Boston, MA 02241-7592

OVERNIGHT - PKGS

PO Box 417592

MA5-527-02-07

2 Morrissey Blvd.

OVERNIGHT - PKGS

Bank of America Lockbox Services

Dallas, TX 75207

Ste. 5010

Lockbox # 847411

PO Box 847411

PNC - Chicago - 802817 Midwest

FEI # (Main branch number)

PO Box 802817

Chicago, IL 60680-2817

OVERNIGHT - PKGS

Ferguson Enterprises Inc

Lockbox 802817

350 East Devon Avenue

Itasca, IL 60143

PO BOX 740827

Los Angeles, CA 90074-0827

ISIOA Boston EAN 7592

FEI# (Main branch number)

Lockbox 740827

2706 Media Center Drive

Los Angeles, CA 90065-1733

EXHIBIT B

Columbus Consolidated Government

Frames, Grates, Covers & Inlets (Annual Contract)

RFB No. 22-0020

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: October 26, 2021

REQUEST FOR BIDS:	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:
RFB No: 22-0020	FRAMES, GRATES, COVERS & INLETS (Annual Contract)
GENERAL SCOPE	Columbus Consolidated Government is requesting bids from vendors to provide frames, grates, covers and inlets for stormwater management to be purchased on an "as needed" basis. The contract term will be for two years with the option to renew for three additional twelve-month periods.
	November 19, 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. Responding vendors are not required, but are invited to attend the opening.
DUE DATE	If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: Click here to join the meeting 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	See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.
	IMPORTANT INFORMATION
ADDENDA	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 Market Place/Georgia Procurement Registry to receive future procurement notifications via http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier
If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone:

404-657-6000

Fax:

404-657-8444

Email:

procurementhelp@doas.ga.gov

STATEMENT OF "NO BID"

Complete a	nd return this form immediately if you do not intend to Bid:	
Fax: (7 Mail: Co	pidopportunities@columbusga.org 706) 225-3033 Attn: Patti Postorino, Buyer olumbus Consolidated Government Purchasing Division P. O. Box 1340 Columbus, GA 31902-1340	
We, the und	dersigned decline to bid on your RFB No. 22-0020 for Frames, Grates, Covers & hual Contract) for the following reason(s):	
There is We do it We are We are Specific We are Other (s	cations too "tight", i.e. geared toward one brand or manufacturer only (explain below) is insufficient time to respond to the Invitation for Bids. not offer this product or service. unable to meet specifications. unable to meet bond requirements. cations are unclear (explain below). unable to meet insurance requirements. specify below)	
	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. Bids shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each bid, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3. 301A of the Procurement Ordinance (Public Access to Procurement Information).
- 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:
 - 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.
 - 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.
 - If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be readvertised.
- 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. CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS

Correction or withdrawal of inadvertently erroneous bids before bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Purchasing Division.

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. 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 on the face of the bid document but the intended correct bid is not similarly evident, or if the bidder submits evidence which clearly and convincingly demonstrate that a mistake was made.

All decisions to permit correction or withdrawal of bids or to cancel awards of contracts based on bid mistakes will be supported by the Purchasing Manager's written determination.

- 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 RECEIPT AND EVALUATION. Bids shall be unconditionally received without alteration or correction except as authorized in the City's Procurement Ordinance. Bids shall be evaluated based on requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life-cycle costs. The specifications presented in the Invitation for Bids shall represent the evaluation criteria. No other criteria may be used to evaluate bids.
- 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

- (1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Manager to exceed \$25,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or other form satisfactory to the City. Such bonds may also be required on construction contracts under \$25,000 or other procurement contracts when circumstances warrant.
- (2) Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount.
- (3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for Bids requires security, noncompliance with such requirement shall force rejection of a bid.
- (4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-108 Subsection (G) (Competitive Sealed Bidding Correction or Withdrawal of Bids: Cancellation of Awards), no action shall be had against the bidder or the bid security.

17. CONTRACT PERFORMANCE AND PAYMENT BONDS

- (1) When Required: Amounts. When a construction contract is awarded in excess of \$25,000, the following bonds or security shall be delivered to the City, and shall be binding on the parties upon the execution of the contract:
- a. a performance bond satisfactory to the City executed by a surely company authorized to do business in the State, or otherwise secured in a manner satisfactory to the City, amounting to one hundred percent (100%) of the price specified in the contract; and
- b. a payment bond satisfactory to the City executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the City, to protect all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, amounting to one hundred percent (100%) of the price specified in the contract.

At the discretion of the Purchasing Manager, this same condition may be placed on awards of any amount.

- (2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to the bonds, in circumstances other than the circumstances described in Subsection (1) above.
- 18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.
- 19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:
 - (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
 - (B) Any irregularities contrary to the General Provisions or bid specifications.
 - (C) Unbalanced unit price or extensions.
 - (D) Unbalanced value of items.
 - (E) Failure to use the proper forms furnished by the Consolidated Government.
 - (F) Failure to complete the proposal properly
 - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
 - (H) Failure to properly sign forms in ink.

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

- 20. BRAND NAMES "OR EQUAL". Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.
- 21. ASSIGNMENT OF CONTRACTUAL RIGHTS. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.
- 22. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.
- 23. TAXES. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.
- 24. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
- 25. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.
- 26. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.
- 27. INDEMNITY. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.
- 28. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The 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.

30. 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.

31. RIGHT TO PROTEST.

- (1) <u>Right of Protest</u>. 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.
- 32. FAILURE TO BID. Vendors choosing not to submit a bid are requested to return a Statement of "No Bid".
- 33. PRODUCT/EQUIPMENT DEMONSTRATION SITE VISIT. During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
- **34. CANCELLATION PROVISIONS.** 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, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

- 35. QUESTIONS: Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.
- 36. SAMPLES: When samples are required to be included with the proposal response, the bidder will be responsible for the following:
 - Unless otherwise specified, bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
 - Affix an identification label to each individual sample to include bidder's name, bid name and number.
 - 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.
- 37. GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

- 38. PAYMENT DEDUCTIONS: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.
- **39. PAYMENT TERMS**: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.
- **40. FINAL CONTRACT DOCUMENTS**: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 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 <u>BidOpportunities@ColumbusGA.org</u> or Fax 706-225-3033			
RE:	RFB No. 22-0020; Frames, Grates, Covers & Inlets (Annual Contract)		
G	Questions/clarification requests n bei	nust be submitted at least five (5) <u>business</u> days fore the due date:	;
			_
			_
			_
From:		NAT-L-M-	_
	Company Name	Website	
	Representative	Email Address	
	Complete Address	City State Zip	
	Telephone Number	Fax Number	_

GENERAL SPECIFICATIONS

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

I. SCOPE

Columbus Consolidated Government (the City) is requesting bids from vendors to provide frames, grates, covers and inlets for stormwater management to be purchased on an "as needed" basis. The quantities specified are based on an estimated usage required for a one (1) year period. The City may purchase some, more, all or none of the items specified. The City reserves the right to add additional related items during the term of the contract.

II. VENDOR INFORMATION

Frames, grates, covers and inlets shall meet specifications set forth in bid (See Attachment A: Technical Specifications, Pages 16 - 25). Deviation on dimensions will not be accepted. Weights cannot be below the specified weight.

III. 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.

IV. 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.

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 9 & 10). 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

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 27, open EXCEL spreadsheet)
- D. Sample Invoice (Provide a sample invoice depicting the itemized billing format used for this contract).
- E. Literature: Provide descriptive advertising literature for proposed product.
- F. Contract Signature Page (Form 3)
- G. Addenda: Vendors must include acknowledgment of receipt of addenda (if any) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm

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

H. Business License: Vendors located in Muscogee County shall submit a current <u>copy</u> 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.

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

IX. AWARD / ORDERING / DELIVERY / INVOICE

- A. <u>Award</u>: This bid shall be awarded to one vendor in total. 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: After contract award, orders will be placed on an "as needed" basis by phone or 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. <u>Delivery</u>: The item(s) shall be delivered to the location indicated at the time of order. All orders must be **delivered within ten (10) business days** after receipt of the order. Inability to make delivery within specified time will authorize the City to purchase from other sources. It will be the responsibility of the Contractor(s) to deliver orders as specified to the address given at the time orders are placed.

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. <u>Invoices</u>: 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. 22-0020) and/or purchase order number.

X. EMERGENCY PURCHASE

The City reserves the right to make emergency purchases from other sources should the contractor be unable to furnish the required item(s) within the required time frame.

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 OUESTIONS 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.

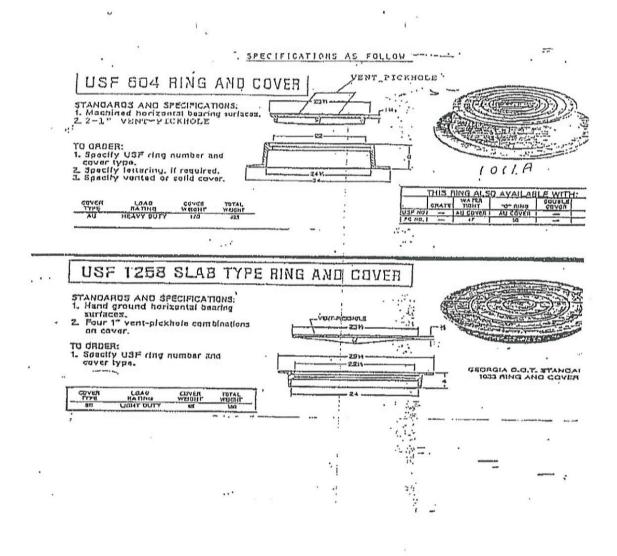
Vendor Name:	
Print Name of Authorized Agent:	
Signature of Authorized Agent:	

ATTACHMENT A

TECHNICAL SPECIFICATIONS

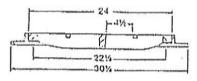
FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

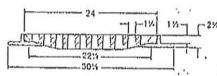
TEN (10) DIAGRAMS OF FRAMES AND GRATES (Pages 16 – 25)

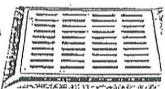


SPECIFICATIONS (Cont.)

USF 4130 FRAME AND GRATE SERIES







RESTRICTED GRATE OPENING 4130 - 6235

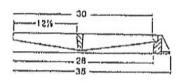
GRATE	DAO	FLOW	GRATE	TOTAL
6155	MEDIUM OUTY	220	120	245
6Z;0	HEAVY OUTY	245	150	275
6Z35	HEAVY OUTY	22.5	155	280

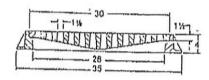
THIS FRAME ALSO AVAILABLE WIT SOLID COVER, USF NO. 1610 Pd. 4

ISF 4170 FRAME AND GRATE SERIES

RDER:

pecify USF frame and grate number.







4170 - 6245

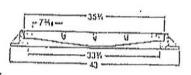
JF 4175 FRAME AND COATES!

SPECIFICAT

(Cont.)



ecity USF frame and grate nber





E	LOAD RAYING	FLOW	GRATE	TOTAL WEIGHT.	
	HEAVY DUTY	480	430	720	

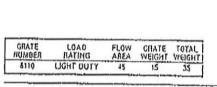
TO ORDER ONE PIECE OF THIS GRATE SET, SPECIFY USF NO. 6168.

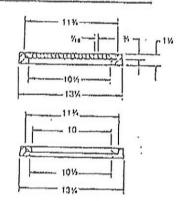
USF 4600 ANGLE TYPE FRAME AND GRATE

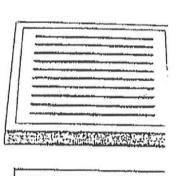
STANDARDS/SPECIFICATIONS; 1. Restricted grate opening.

TO ORDER:

1. Specify USF frame and grate number.





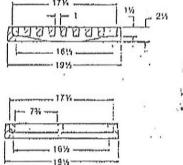


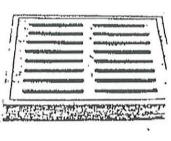
THIS FRAME ALSO AVAILABLE WITI SOLID COVER, USF NO. 2100 PG, 45

USF 4605 ANGLE TYPE FRAME AND GRATE



1. Specify USF frame and grate number

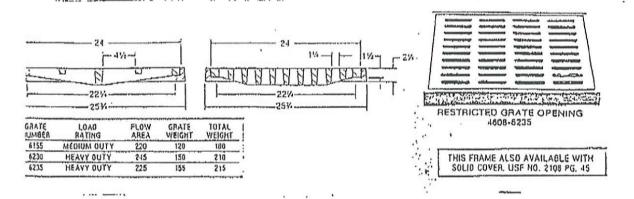




THIS FRAME ALSO AVAILABLE WITH SOLIO COVER. USF NO. 2105 PG. 45

GRATE	RATING	PLOW	GRATE WEIGHT	TOTAL WEIGHT
6205	MEDIUM DUTY	120	70	120

USF 4608 ANGLE TYPE FRAME AND GRATE SERIES



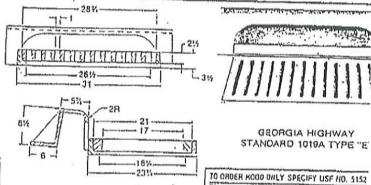
USF 5151 CURB AND GUTTER INLET FRAME, GRATE AND HOOD

TO ORDER:

1. Specify USF framethood and grate number.

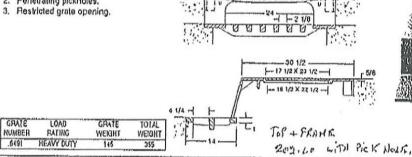


GRATE NUMBER	RATING	FLOVY	THEIGHT	TOTAL
6151	HEAVY DUTY	220	500	485



USF 5180 CURB INLET FRAME, JM COVER AND 6491 GRATE

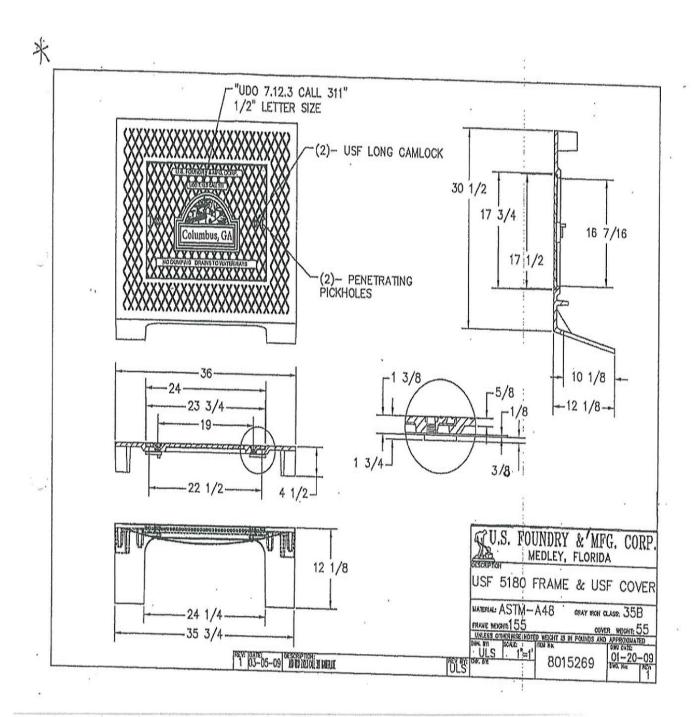
- Ground machined bearing surfaces,
- Penetrating pickholes.

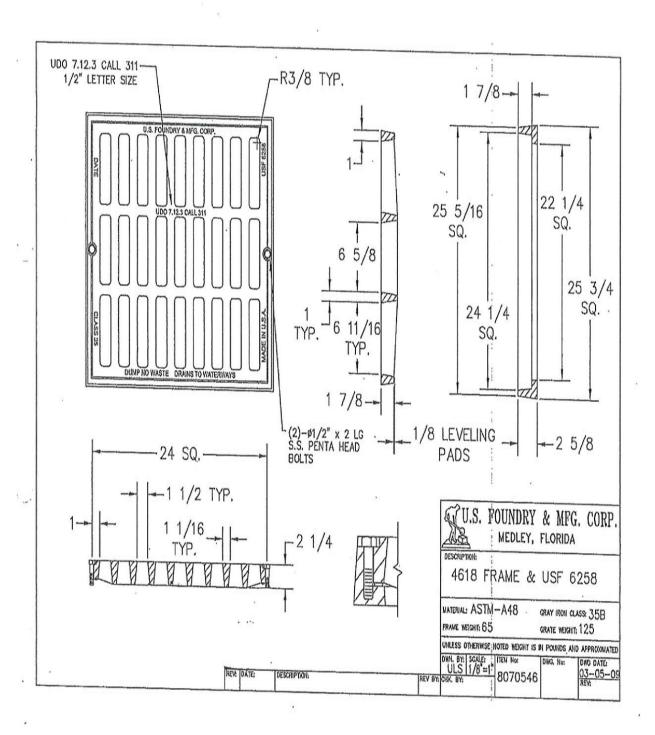


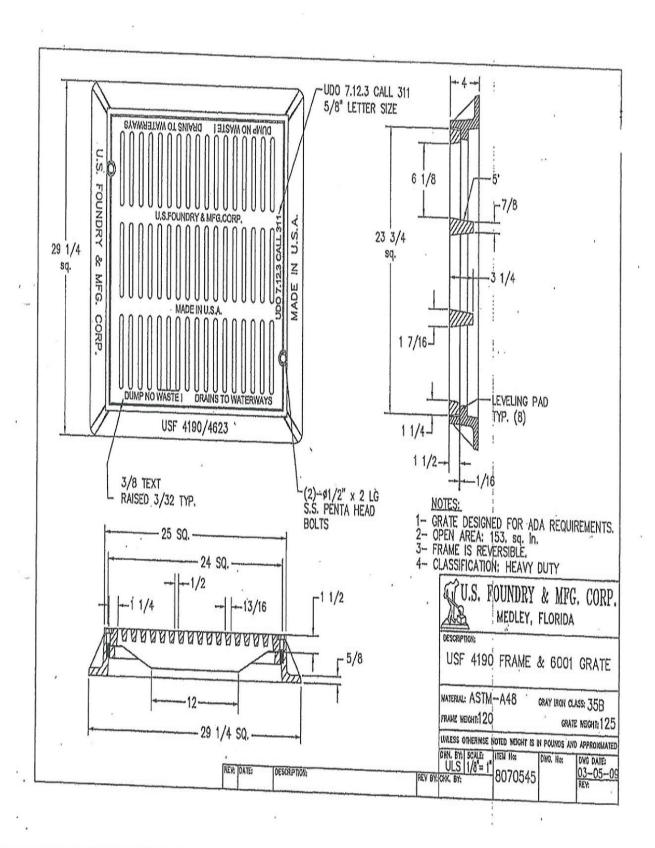


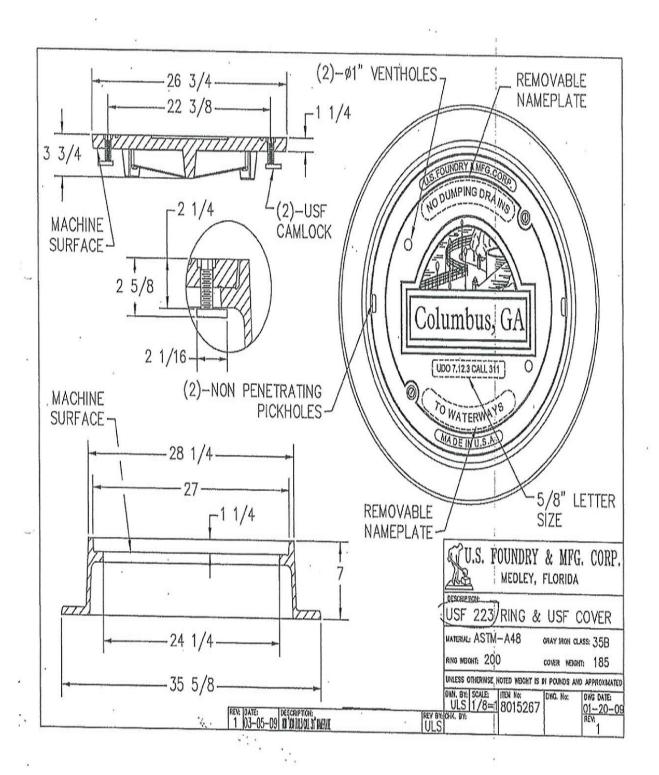
TO ORDER PRAME ONLY SPECIFY USF NO. 450

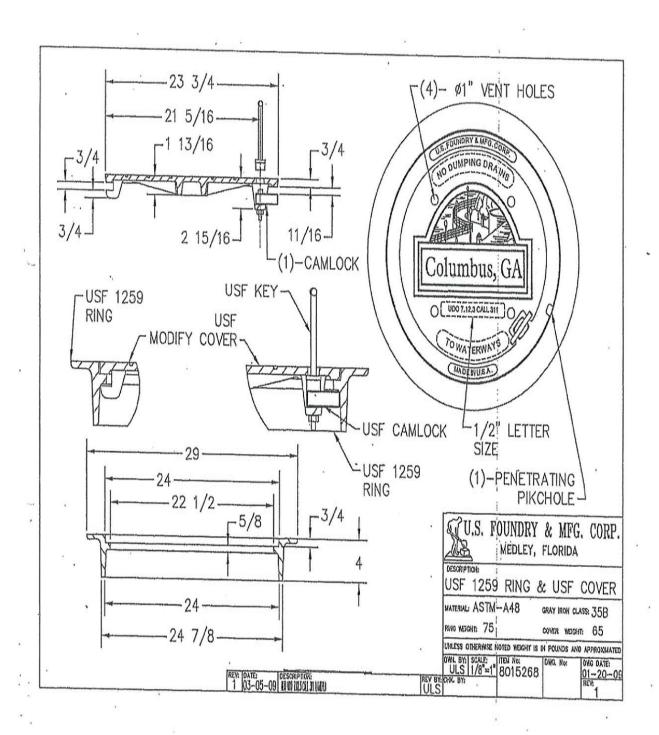
COLUMBUS, GEORGIA BATTERED CURB INLET STANDARD











BID FORM

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

	IMPORTANT INFORMAT	ΓΙΟΝ:
PLEASI	E SUBMIT ONE (1) ELECTRONIC BID RESPON	SE VIA DEMANDSTAR
omitted information, WHICH and shall have two (2) da	the authorized representative understands to the highest NOT AFFECT THE SUBMITTED BID Plays, after notification to submit the omitted on. If the omitted information is not received the Bid Submission will be deemed "Incomposed bid:	<u>RICE</u> . Bidders shall be notified, in writing, information, to exclude <i>Communications</i> d within two (2) days, the Bidder shall be
C	☐ Communication Concerning This Solicit	tation (Form 1)
☐ Bid Form (Form 2)	☐ Pricing Page (EXCEL Spreadsheet)	☐ Sample Invoice ☐ Literature
☐ Contract Si	gnature Page (Form 3) ☐ Business L	icense ☐ W-9 Rev 2018
e undersigned hereby declares	s that he has/they have carefully examined the sumbus Consolidated Government.	
ndor Business Name		Email Address
thorized 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	y:
	. Woman or DBE owned (please initial)	

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

PRICING PAGES

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

<u>VENDOR INFORMATION</u>: Frames, grates, covers and inlets shall meet specifications set forth in bid (See Attachment A: Technical Specifications, Diagrams, Pages 16-25). Deviation on dimensions will not be accepted. Weights cannot be below the specified weight.

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

NOTE:

Vendors shall provide pricing on the Excel spreadsheet and submit with bid.



Pricing Pages RFB 22-0020.xlsx

*All shipping, delivery, and/or freight charges must be included in the Unit Price. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges or any other additional fees. Inability to make delivery within specified time will authorize the City to purchase from other sources.

ourchase orders.	YES	NO	siness days after order date shown of If no, how many days?		
Company Name			Date		

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

Compa	any Name:					
Item	Description	US Foundry Brand Name	Est. Usage	EACH	UNIT COST	EXTENDED COST
1.	Ring & Cover	USF 604	50	EA	\$	\$
2.	Stab Type Ring & Cover	USF 1258	30	EA	\$	\$
3.	Frame & Grate 24"	USF 4130	50	EA	\$	\$
4.	Frame & Grate 30"	USF 4170	140	EA	\$	\$
5.	Frame & Grate 36"	USF 4175	25	EA	\$	\$
6.	Angle Type Frame & Grate 12"	USF 4600	10	EA	\$	\$
7.	Angle Type Frame & Grate 18"	USF 4605	10	EA	\$	\$
8.	Angle Type Frame & Grate 18x29" D.O.T.	USF 4608	10	EA	\$	\$
9.	Angle Type Frame Only	USF 4612	10	EA	\$	\$
10.	Curb & Gutter Inlet	USF 5151	20	EA	\$	\$
11.	Curb Inlet Frame, JM Cover w/ Pick Holes and 6491 Grate	USF 5180	30	EA	\$	\$
12.	BN Ring & Cover CITY OF COLUMBUS NDDTWW with 2 Camlocks	USF 223	10	EA	\$	\$
13.	CITY OF COLUMBUS NDDTWW with 2 Camlocks Cover Only	USF BN	50	EA	\$	\$
14.	BP CITY OF COLUMBUS NDDTWW with Camlock	USF 1259	10	EA	\$	\$
15.	CITY OF COLUMBUS NDDTWW with Camlock Cover Only	USF BP	50	EA	\$	\$
16.	JM 6490 CITY OF COLUMBUS NDDTWW Battered Curb Inlet	USF JM	10	EA	\$	\$
17.	CITY OF COLUMBUS NDDTWW Battered Curb Inlet Cover Only	USF JM	50	EA	\$	\$
18.	Grate Only	USF 6490	10	EA	\$	\$
19.	Bolted (2) Frame & ADA Grate DNW CALL 311	USF 4190 - 6001	1	EA	\$	\$
20.	Bolted (2) Frame & DNW Grate CALL 311	USF 4618 - 6258	50	EA	\$	\$
21.	JM CITY OF COLUMBUS NDDTWW with 2 Camlock Battered Curb Inlet (Frame & Cover Only)	USF 5180	50	EA	\$	\$
22.	Bolted (2) Frame & DNW Grate CALL 311	USF 4190 - 6259	25	EA	\$	\$
23.	DNW Grate Only	USF 6259	35	EA	\$	\$
24.	Bolted (2) Frame & DNW Grate CALL 311	USF 4170 - 6245	20	EA	\$	\$

25.	DNW Grate Only	USF 6245	15	EA	\$	\$
26.	Bolted (4) Frame & DNW Grate 36"	USF 4175 – 6166	10	EA	\$	\$
27.	Bolted (2) Frame & DNW Grate	USF 4130 - 6230	10	EA	\$	\$
28.	Bolted (2) Frame & DNW Grate 12"	USF 4600 - 6110	10	EA	\$	\$
29.	Bolted (2) Frame & DNW Grate	USF 4605 - 6205	10	EA	\$	\$
30.	Bolted (2) Frame & DNW Grate	USF 4608 - 6235	10	EA	\$	\$
31.	Bolted (2) Frame & DNW Grate	USF 5151 – 6151	10	EA	\$	\$
32.	Plate Curb Inlet and AL Plain 4V Cover (No Columbus Logo)	USF 5135	30	EA	\$	\$
33.	GDOT Grate Only	USF 6152	10	EA	\$	\$
34.	Hinged Ring and Cover	USF 926	10	EA	\$	\$
	TOTA	\$				
AFTE	OOR AGREES TO MAKE DELIVER RECEIPT OF ORDERS , how many working days for	BDAYS				
	DELIVERY / SHIPPING CHARC DDITIONAL CHARGES WILL I	UNIT COST.				
Signature: Date:						
Compa	any Name:					
Compa	Company Address:					

FORM 3

CONTRACT SIGNATURE PAGE

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

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 GOVER Accepted this day of20_	ENMENT OF COLUMBUS, GEORGIA APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Sandra T. Davis, Clerk of Council	

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 <u>Electronic Proposal Submission Requirements</u> Checklist and information for DemandStar.

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

ELECTRONIC BID SUBMISSION REQUIREMENTS CHECKLIST

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

IMPORTANT NOTICE

- 1. Vendors shall submit <u>only</u> 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 27, EXCEL Spreadsheet)
4. SAMPLE ITEMIZED INVOICE
5. LITERATURE FOR PROPOSED PRODUCT
6. CONTRACT SIGNATURE PAGE (Form 3)
7. ADDENDA (IF ANY)
8. BUSINESS LICENSE 2021
9. W-9 Rev 2018 (https://www.irs.gov/pub/irs-pdf/fw9.pdf) (submit Page 1 only)

<u>NOTE</u>: After award of contract by Columbus City Council, the awarded vendor will be notified to provide one (1) identical hard copy 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	Greate an Account with Demanostar
	Go to:	You are one step away from picking your free government agency
	https://www.demandstar.com/registration	
	-2-1-1-1-1	Email Address
		Your email address here

Your company name here

Laccept the DemandStar Terms of Use and Privacy Policy

Next



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2 CHOOSE YOUR FREE AGENCY

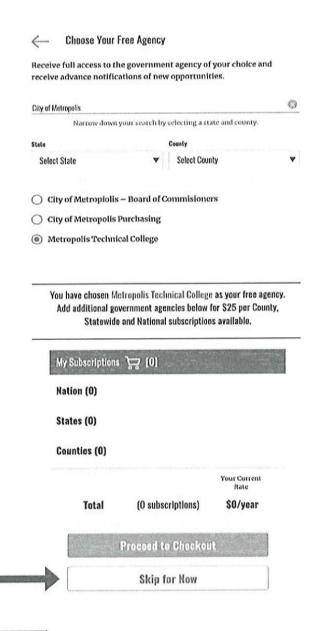
Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

Check out with your FREE AGENCY

additional counties and States

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

3 CHECK OUT



SIGN UP

Visit www.demandstar.com



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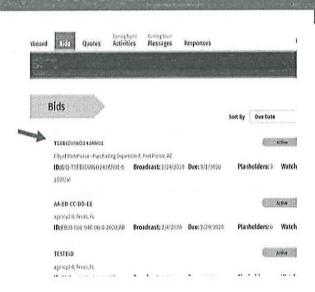
Responding to an Electronic Bid

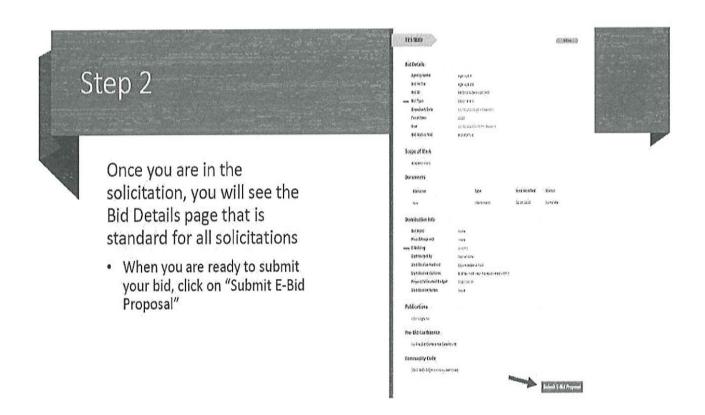
5 Step Instructions

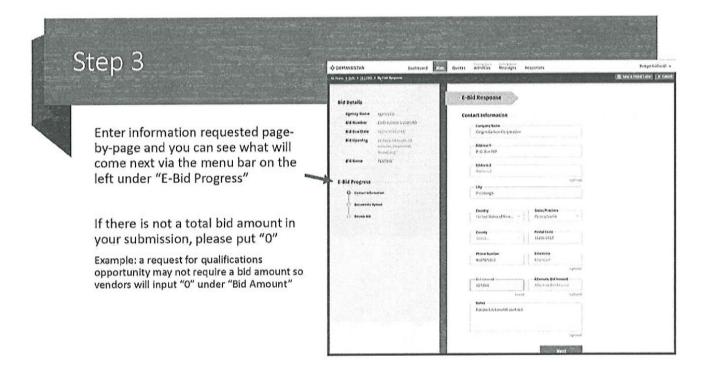
Step 1

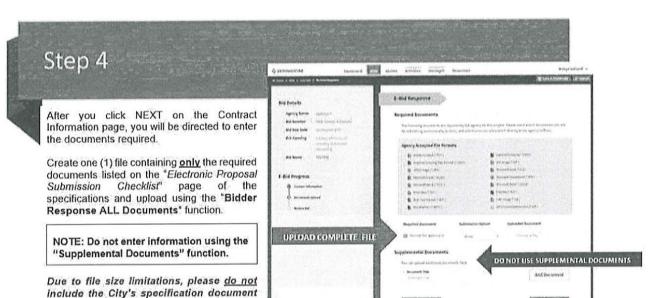
Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

· Click on the solicitation name





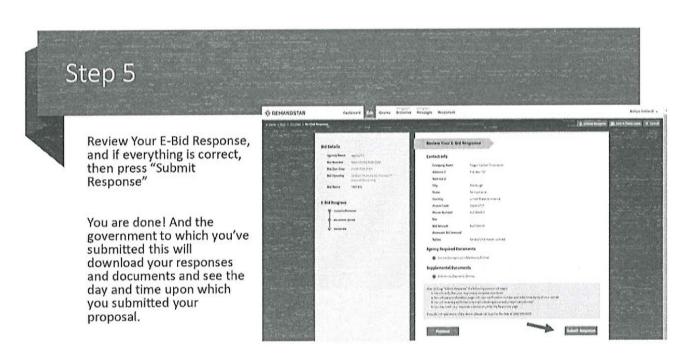




BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the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

in your uploaded response as this information is already on file. Font and

page limitations may also apply.



STATE OF THE PERSON

EXHIBIT C

Columbus Consolidated Government

Frames, Grates, Covers & Inlets (Annual Contract)

RFB No. 22-0020

Ferguson US Holdings, Inc / Ferguson Enterprises, LLC
dba FERGUSON WATERWORKS

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: Ferguson WaterWorks
Print Name of Authorized Agent: John Cardona
Signature of Authorized Agent:

BID FORM

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

gosvineressidenteressid	IMPORTANT INFORMATION:
	PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR
omitted info and shall h Concerning deemed no	this Bid Form, the authorized representative understands the City reserves the right to request any ormation, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, have two (2) days, after notification to submit the omitted information, to exclude Communications of This Solicitation. If the omitted information is not received within two (2) days, the Bidder shall be in-responsive and the Bid Submission will be deemed "Incomplete". Use the following checklist to verify the included in sealed bid:
	回 Communication Concerning This Solicitation (Form 1)
☑ Bid F	Form (Form 2) Pricing Page (EXCEL Spreadsheet) Sample Invoice Literature
	☐ Contract Signature Page (Form 3) ☐ Business License ☐ W-9 Rev 2018
	Initial below to acknowledge receipt of the following addenda (if any): NA
	Addendum No. 1 Addendum No. 2 Addendum No. 3
politicismosamicanie	
The undersigned all services and	d hereby declares that he has/they have carefully examined the specifications herein referred to and will provide terms of the Columbus Consolidated Government.
Ferguson	SS Name Email Address Email Address
Vendor Busines	ss Name Email Address
1	
Authorized Sign	Tohn Cardon 11.19.21 Print Name Date
granonzea bigi	
	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 ***

Quote good for 30 days. With the supply chain and supply shortage, Supplier will only give us a 30 day quote. However, Ferguson Waterworks will go up the amount of increase and go down in price if, in fact the supplier goes down in price as well.

Thank you in advance for your continued support.

Kind Regards,

John Cardona

Ferguson Waterworks

Branch Manager

John.cardona@ferguson.com

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

Item	Description	US Foundry Brand Name	Est. Usage	EACH	UNIT COST	EXTENDED COST
1.	Ring & Cover	USF 604	50	EA	\$291.70	\$14,585,00
2.	Stab Type Ring & Cover	USF 1258	30	EA	\$125.46	\$ 3,763.80
3.	Frame & Grate 24"	USF 4130	50	EA	\$266.63	\$ 13331.50
4.	Frame & Grate 30"	USF 4170	140	EA	\$ 362.95	1.22
5.	Frame & Grate 36"	USF 4175	25	EA	\$617.51	\$ 15,437.75
6	Angle Type Frame & Grate 12"	USF 4600	10	EA	\$ 67.50	\$ 675.00
7.	Angle Type Frame & Grate 18"	USF 4605	10	EA	\$ 127.42	\$ 1,274.20
8.	Angle Type Frame & Grate 18x29" D.O.T.	USF 4608	10	EA	\$ 185.12	\$ 1,851.20
9.	Angle Type Frame Only	USF 4612	10	EA	\$116.95	\$ 1.169.50
10.	Curb & Gutter Inlet	USF 5151	20	EA	\$404.74	\$ 8.094.80
11.	Curb Inlet Frame, JM Cover w/ Pick Holes and 6491 Grate	USF 5180	30	EA	\$ 684.52	7
12,	BN Ring & Cover CITY OF COLUMBUS NDDTWW with 2 Camlocks	USF 223	10	EA	\$418.02	\$ 4,180.20
13.	CITY OF COLUMBUS NDDTWW with 2 Camlocks Cover Only	USF BN	50	EA	\$ 250.82	\$ 12,541.00
14.	BP CITY OF COLUMBUS NDDTWW with Camlock	USF 1259	10	EA	\$ 297.01	\$ 2970.10
15.	CITY OF COLUMBUS NDDTWW with Camlock Cover Only	USF BP	50	EA	\$200.81	\$ 10,040.50
16.	JM 6490 CITY OF COLUMBUS NDDTWW Battered Curb Inlet	USF JM	10	EA	\$	\$ Part of line item \$ 11. Full Assemb
17.	CITY OF COLUMBUS NDDTWW Battered Curb Inlet Cover Only	USF JM	50	EA	\$	\$ "
18.	Grate Only	USF 6490	10	EA	\$ 250.29	\$ 2502.70
19.	Bolted (2) Frame & ADA Grate DNW CALL 311	USF 4190 - 6001	1	EA	\$ 328.00	\$ 328.00
20.	Bolted (2) Frame & DNW Grate CALL 311	USF 4618 - 6258	50	EA	\$224.34	
21.	JM CITY OF COLUMBUS NDDTWW with 2 Camlock Battered Curb Inlet (Frame & Cover Only)	USF 5180	50	EA	\$	Far of line its \$ #11. Full Assen
22.	Bolted (2) Frame & DNW Grate CALL 311	USF 4190 6259	25	EA	\$ 254.12	\$ 6,353.00
23.	DNW Grate Only	USF 6259	35	EA	\$ 95.02	\$ 3,325.70
24.	Bolted (2) Frame & DNW Grate CALL 311	USF 4170 6245	20	EA	\$418.18	\$ 8363.60

					1000	10 PM
25.	DNW Grate Only	USF 6245	15	EA	\$203.28	\$ 3049.20
26.	Bolted (4) Frame & DNW Grate 36"	USF 4175 - 6166	10	EA	\$727.96	\$ 7,279.60
27.	Bolted (2) Frame & DNW Grate	USF 4130 6230	10	EA	\$ 290.55	\$ 2905.50
28.	Bolted (2) Frame & DNW Grate 12"	USF 4600 6110	10	EA	\$ 95.12	\$ 951.20
29.	Bolted (2) Frame & DNW Grate	USF 4605 – 6205	10	EA	\$ 152.02	\$ 1274.20
30.	Bolted (2) Frame & DNW Grate	USF 4608 - 6235	10	EA	\$ 209.72	\$ 2097.20
31.	Bolted (2) Frame & DNW Grate	USF 5151 6151	10	EA	\$	\$ Part of line izem # 10. Full Assemble
32.	Plate Curb Inlet and AL Plain 4V Cover (No Columbus Logo)	USF 5135	30	EA	\$ 1,095.46	
33.	GDOT Grate Only	USF 6152	10	EA	\$ 156.27	
34.	Hinged Ring and Cover	USF 926	10	EA	\$ 328.61	
	TOTA	\$ 248,868.65				
AFTE	OOR AGREES TO MAKE DELI ER RECEIPT OF ORDERS. , how many working days for	✓ YES .		VORKING NO	G DAYS	
ALL NO A	ALL DELIVERY / SHIPPING CHARGES MUST BE INCLUDED IN THE UNIT COST. NO ADDITIONAL CHARGES WILL BE PAID BY THE CITY.					
Signature: 11.19.21						
-	Company Name: Ferguson WaterWorks					
Comp	Company Address: 5751 Miller Court Columbus, Cyk 31909					

PRICING PAGES

FRAMES, GRATES, COVERS & INLETS (Annual Contract) RFB No. 22-0020

<u>VENDOR INFORMATION</u>: Frames, grates, covers and inlets shall meet specifications set forth in bid (See Attachment A: Technical Specifications, Diagrams, Pages 16-25). Deviation on dimensions will not be accepted. Weights cannot be below the specified weight.

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

NOTE:

Vendors shall provide pricing on the Excel spreadsheet and submit with bid.



Pricing Pages RFB 22-0020.xlsx

*All shipping, delivery, and/or freight charges must be included in the Unit Price. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges or any other additional fees. Inability to make delivery within specified time will authorize the City to purchase from other sources.

Vendor agrees to m purchase orders.	ake delivery within ten (10) be	usiness days after order date shown on If no, how many days?
Ferguson	Waterworks	11/19/21
Company Name		Date



FEL-COLUMBUS WATERWORKS #1986 FERGUSON WATERWORKS **5751 MILLER COURT** COLUMBUS, GA 31909-4179

Phone: 706-563-6010 Fax: 706-563-6090

Deliver To:

John Cardona From:

Comments:

Page 1 of 1

13:59:26 NOV 19 2021

FEL-GEORGIA WATERWORKS #554

Order Confirmation Phone: 706-563-6010

Fax: 706-563-6090

Order No:

1068374

Order Date: 11/18/21

Writer:

JC

Req Date:

11/19/21

Ship Via:

OUR TRUCK

Terms:

NET 10TH PROX

Sold To:

COLUMBUS WATER WORKS

BOX 1600

COLUMBUS, GA 31902

Ship To:

COLUMBUS WATER WORKS

1335 ALEXANDER STREET

ATTN RICK HENRY COLUMBUS, GA 31904

Cust PO#:

125628

Job Name:

4" HYMAX

Item	Description	Quantity	Net Price	UM	Total
K86054010816	4 HYMAX 2 REP COUP 4.25-5.63	4	207.480	EA	829.92
		N	Net Total:		
			Tax:		\$0.00
		Freight:			\$0.00
			Total:		\$829.92

WARRANTY PROVISIONS

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY FOR THE OPERATION OR USE OF THE PRODUCT. SELLER'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE NET SALES PRICE RECEIVED BY SELLER. Complete Terms and Conditions are available upon request or can be viewed on the web at https://www.ferguson.com/content/website-info/terms-of-sale

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption: Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



EXHIBIT D

Columbus Consolidated Government

Frames, Grates, Covers & Inlets (Annual Contract)

RFB No. 22-0020

Ferguson US Holdings, Inc / Ferguson Enterprises, LLC
dba FERGUSON WATERWORKS

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 706-653-4086 BidLine 706-225-4536

December 1, 2021

Ferguson US Holdings, Inc dba Ferguson Enterprises, LLC
Attn: Mr. John Cardona
5751 Miller Court
Columbus, GA 31909

Email: john.cardona@ferguson.com

Re: Frames, Grates, Covers & Inlets (Annual Contract) RFB No. 22-0020

Dear Mr. Cardona,

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 (Page 12, Section VIII):

- Business License 2021 (Occupation Tax)
- Product Literature

"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 706-225-4086 by Friday, December 3, 2021 at 5:00 pm.

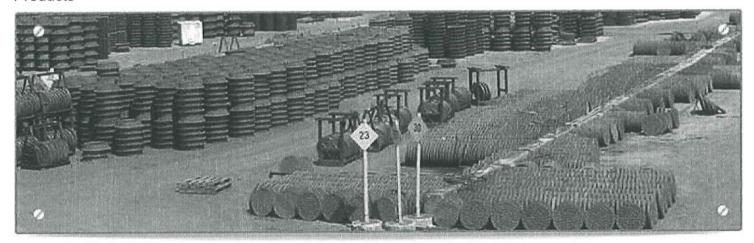
Sincerely,

Andrea J. McCorvey

Purchasing Division Manager



Products



Rings and Covers - Special Rings/Frames & Covers

Back

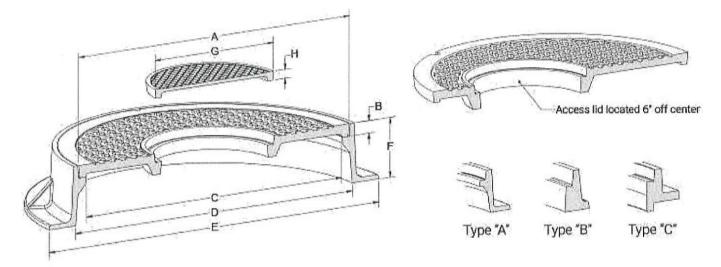
Large Manhole Rings & Double Covers

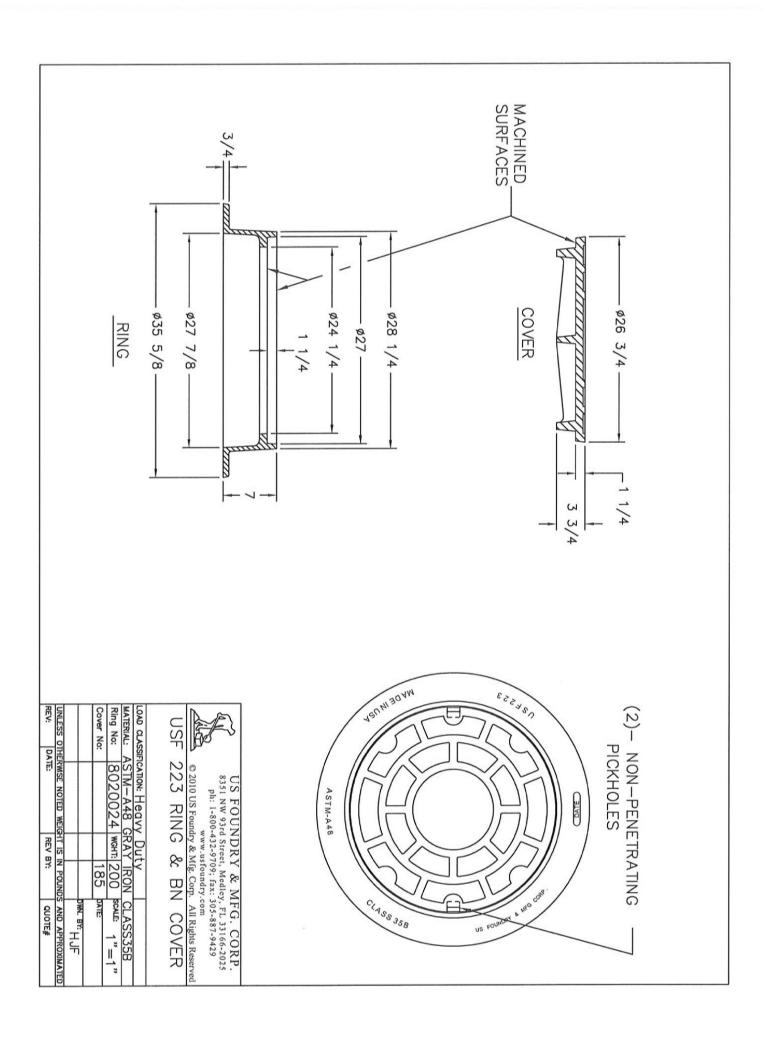
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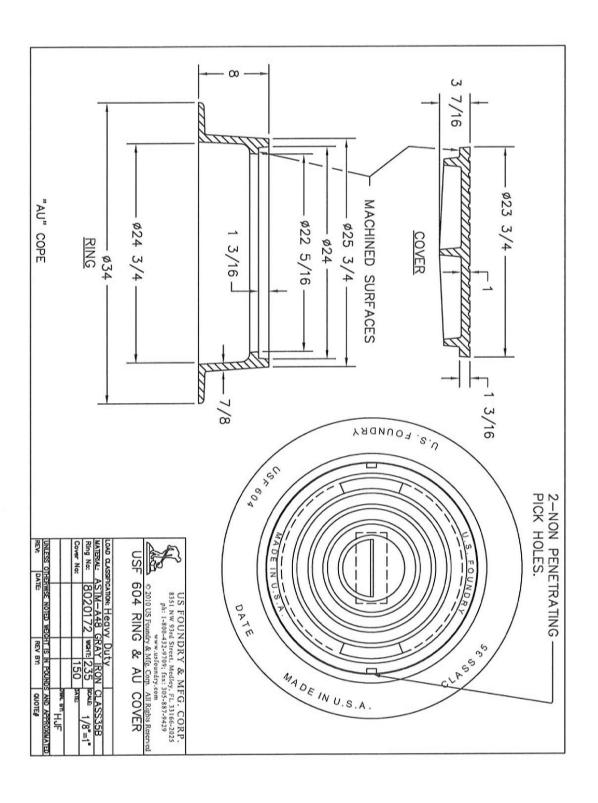
												12-
	USF Cat #	Α	В	С	D	E	F	G	Н	Load Rating	Ring Type	
Details	679-QN-M	38	1-1/2	36	40	49	10	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing
Details	120-CW-M	34-1/8	1-1/2	32-1/4	34-3/8	40-1/2	4	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing
	225-SQ	25-3/4	2	2	24	39	7			HEAVY DUTY		Drawing
Details	230-AB-M	32-1/8	1-1/2	30-1/4	34	41-1/2	7	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing
Details	655-CW-M	34-1/8	1-1/2	32	32	40-1/2	4	22-1/4	1-1/2	HEAVY DUTY	В	Drawing
Details	663-AB-M	32-1/8	1-1/2	30-1/4	36-1/4	46	7	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing
Details	663-AB-MB	32-1/8	1-1/2	30-1/4	36-1/4	46	7	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing
Details	665-CW-M	34-1/8	1-1/2	32-1/2	32-1/2	38	4	22-1/4	1-1/2	HEAVY DUTY	В	Drawing
Details	667 CR Series	35-3/4	1-1/4	34-1/2	36	42	6	23-3/4	1-1/4	HEAVY DUTY	Α	
Details	671-AF-M	37	1-3/8	35	35	44	4	22-1/4	1-1/2	HEAVY DUTY	С	Drawing
Details	672-AF-M	37	1-3/8	35	35	45	5	22-1/4	1-1/2	HEAVY DUTY	В	Drawing
Details	679-BK-M	38	1-1/2	36	40	49	10	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing
	690-AG-M	50-7/8	2	48	52	62	10	22-1/4	1-1/2	HEAVY DUTY	Α	Drawing

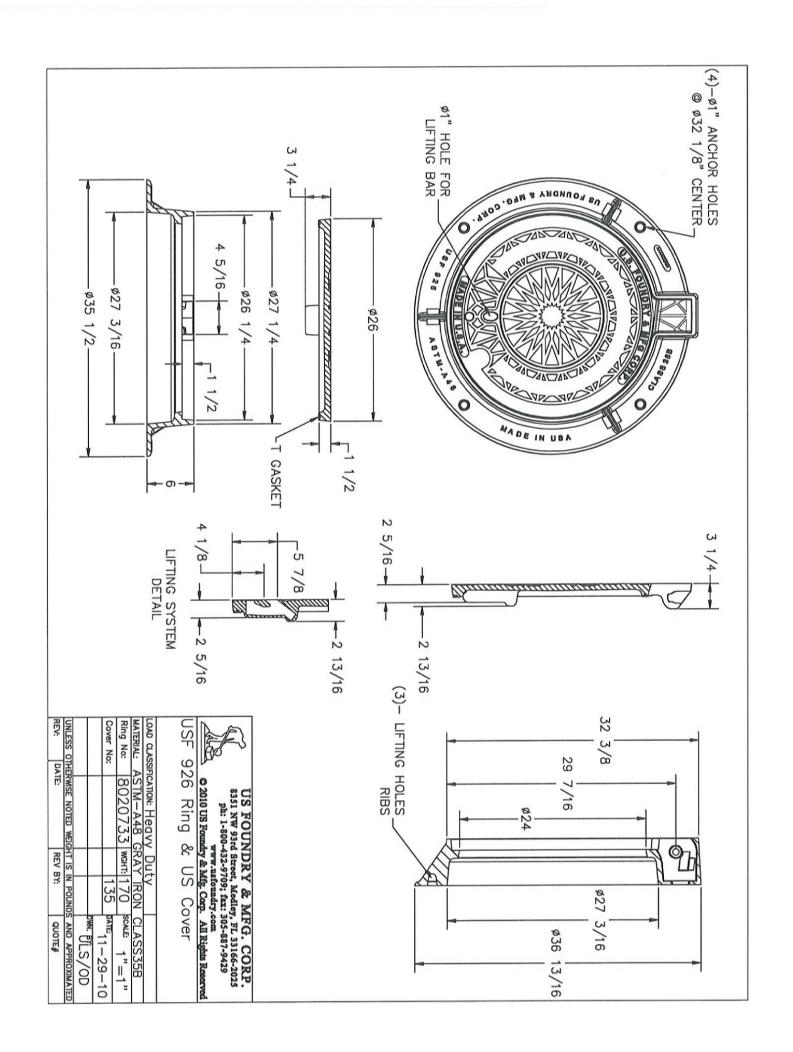
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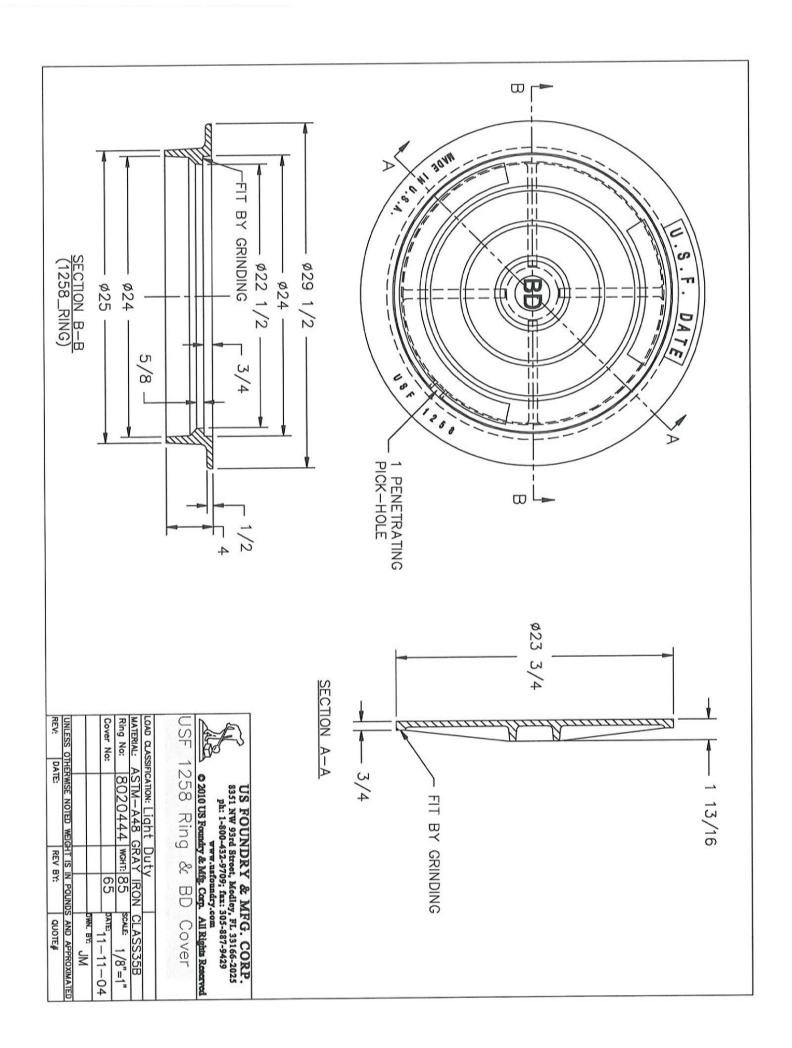
*690-AH-M 50-7/8 2 48 52 62 10 22-1/4 1-1/2 HEAVY A Drawing 691-AG-M 50-7/8 2 48 51 56-1/4 5-1/8 22-1/4 1-1/2 HEAVY DUTY A Drawing 1 2 >

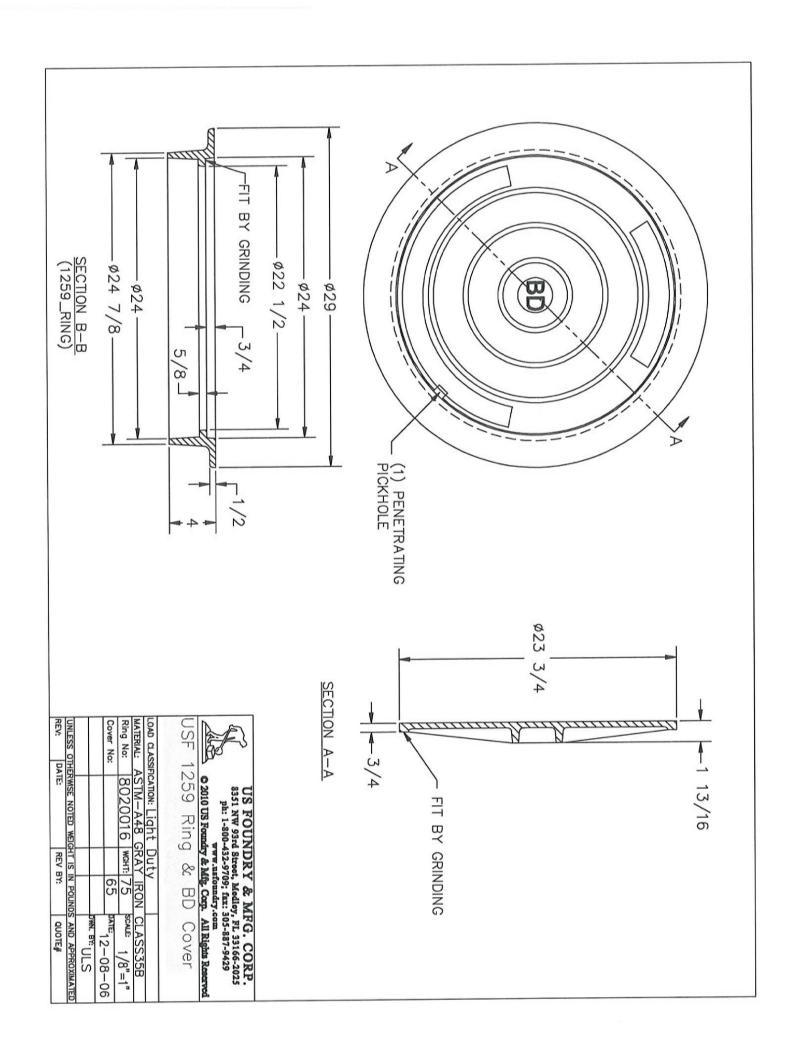


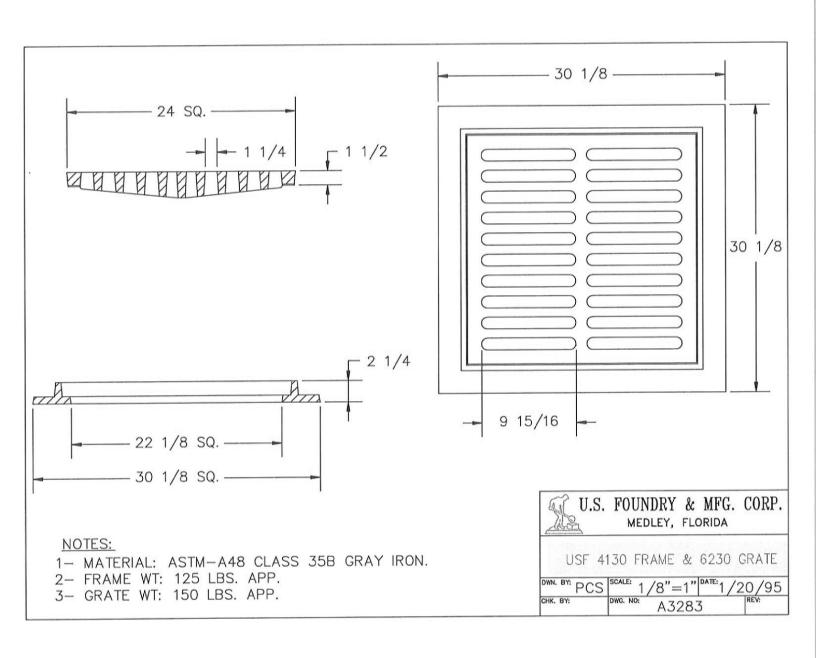


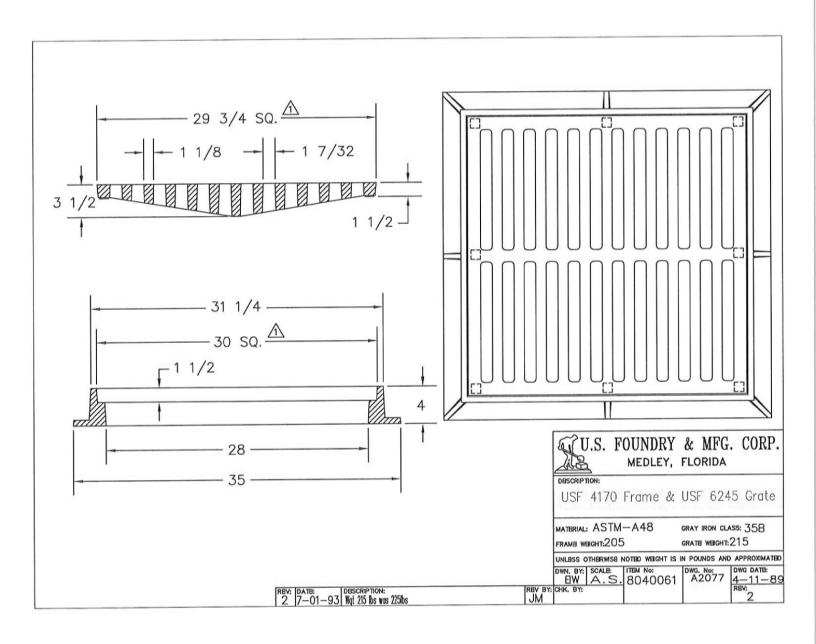


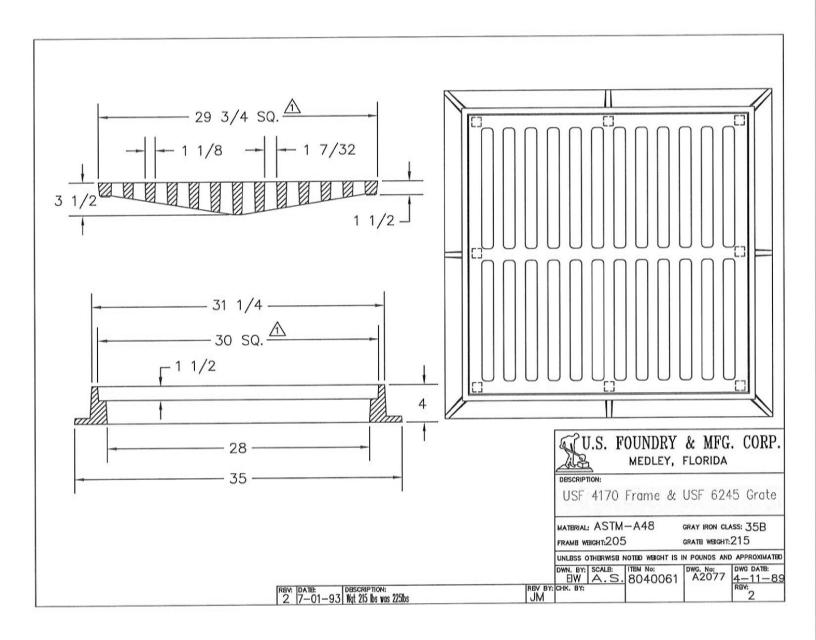


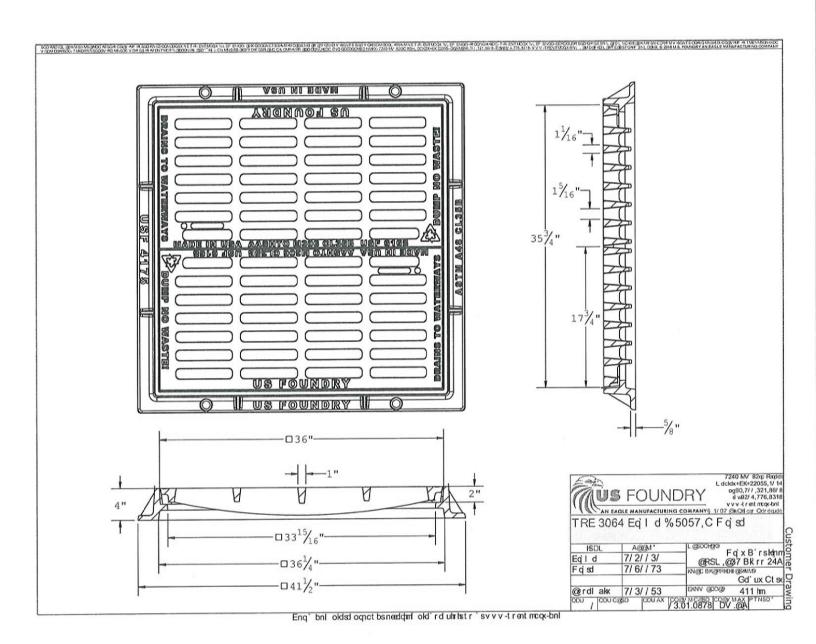


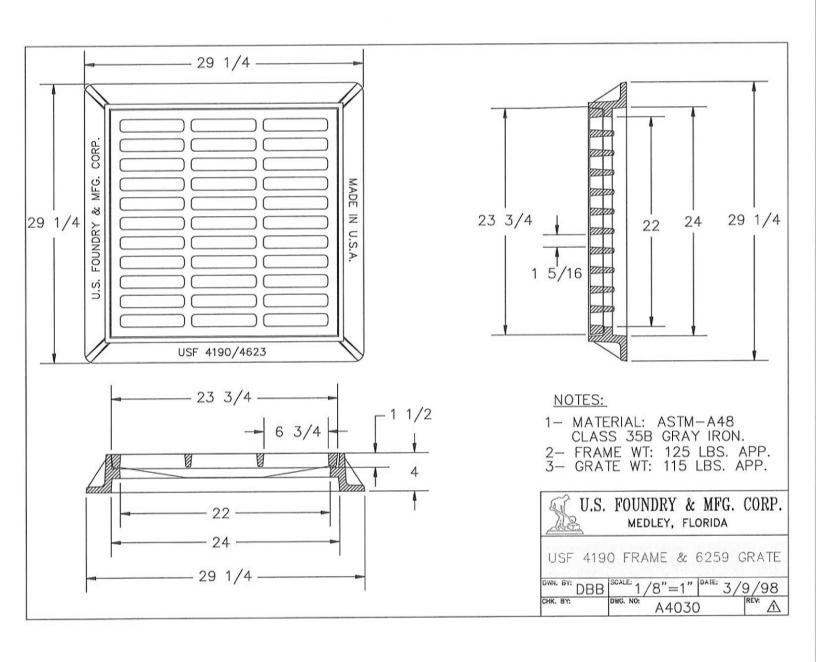


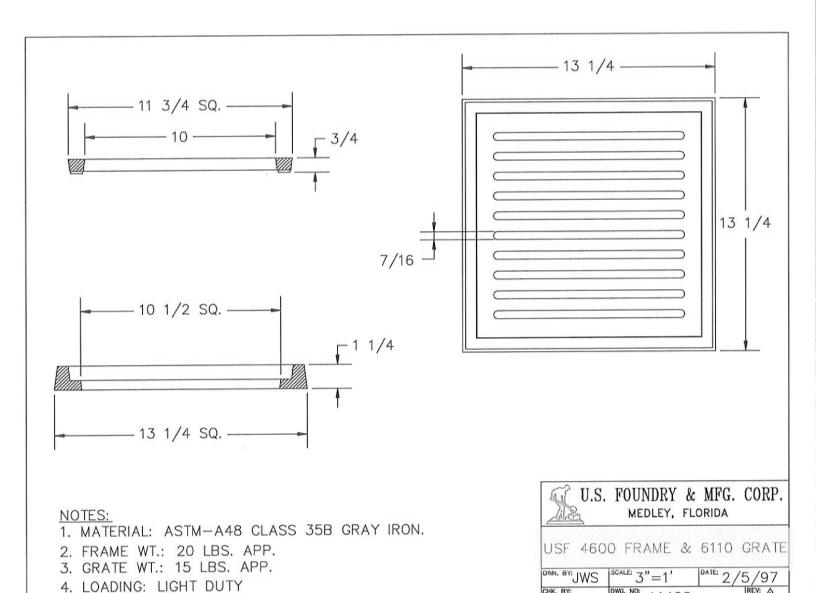






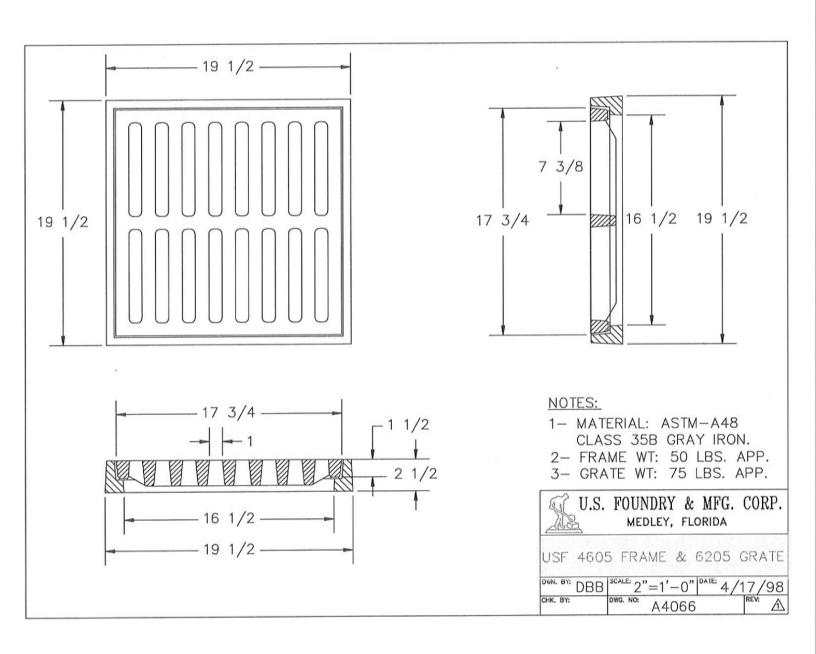


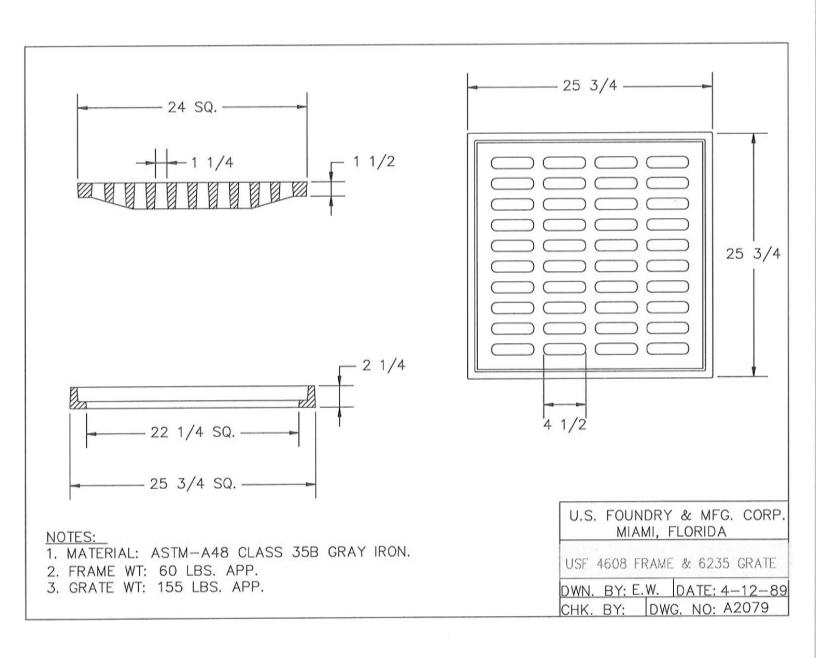


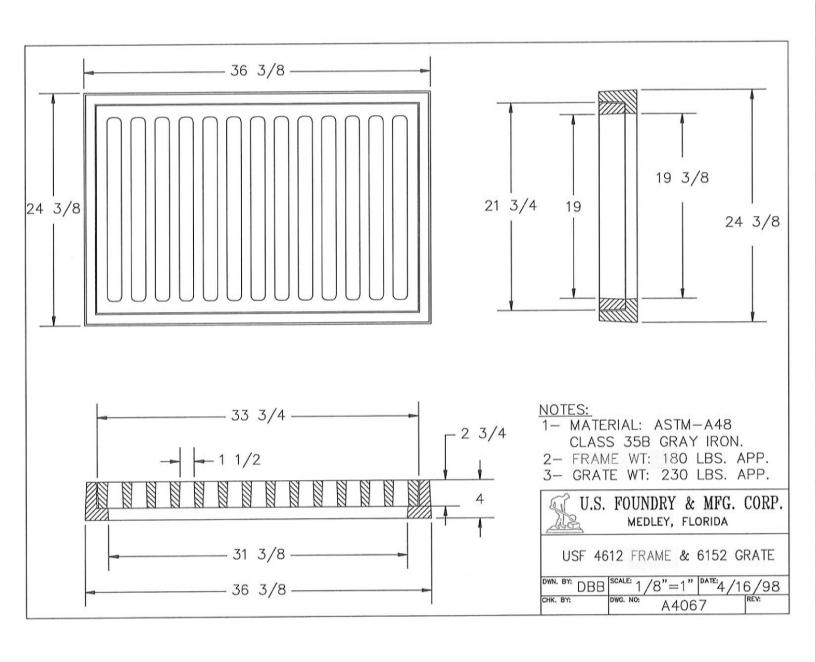


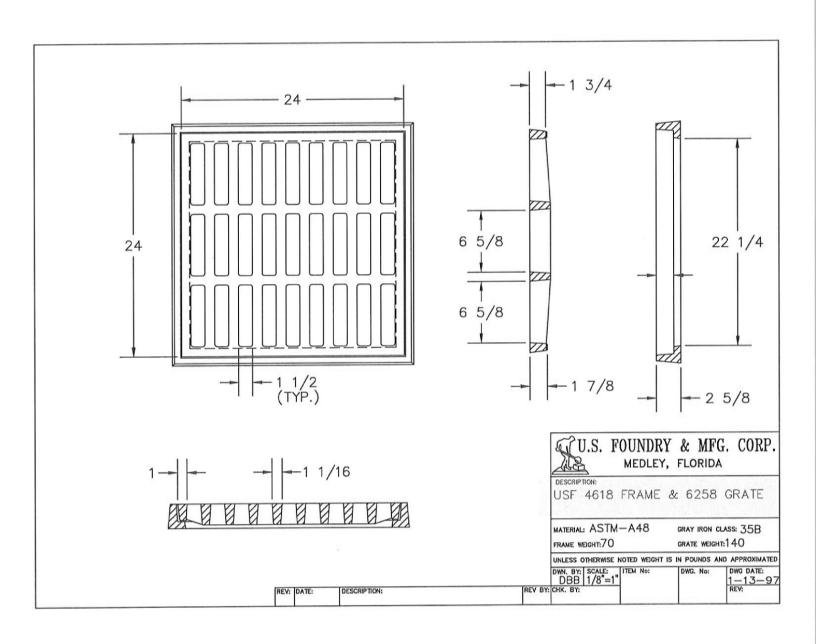
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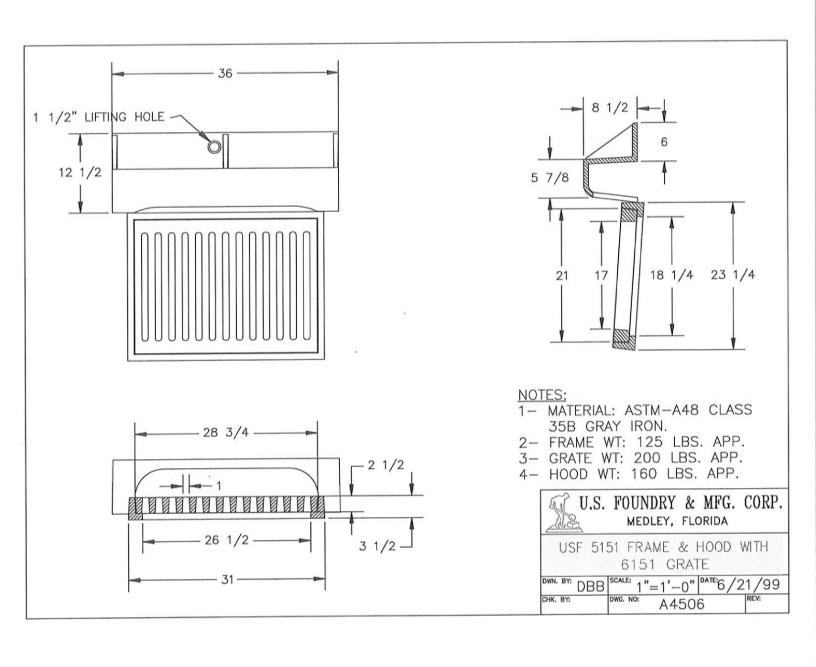
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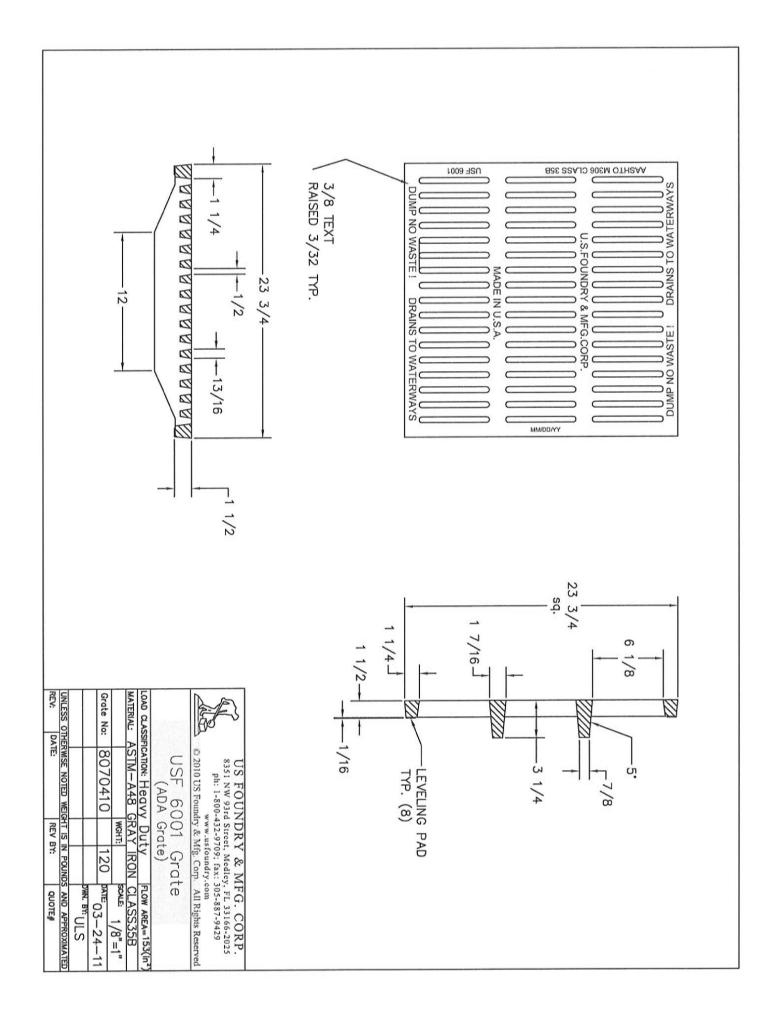


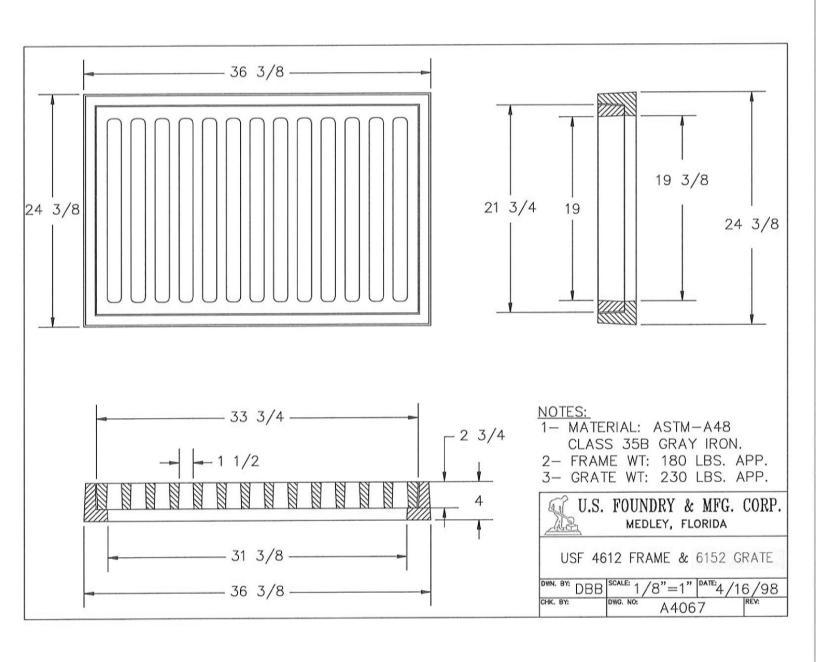


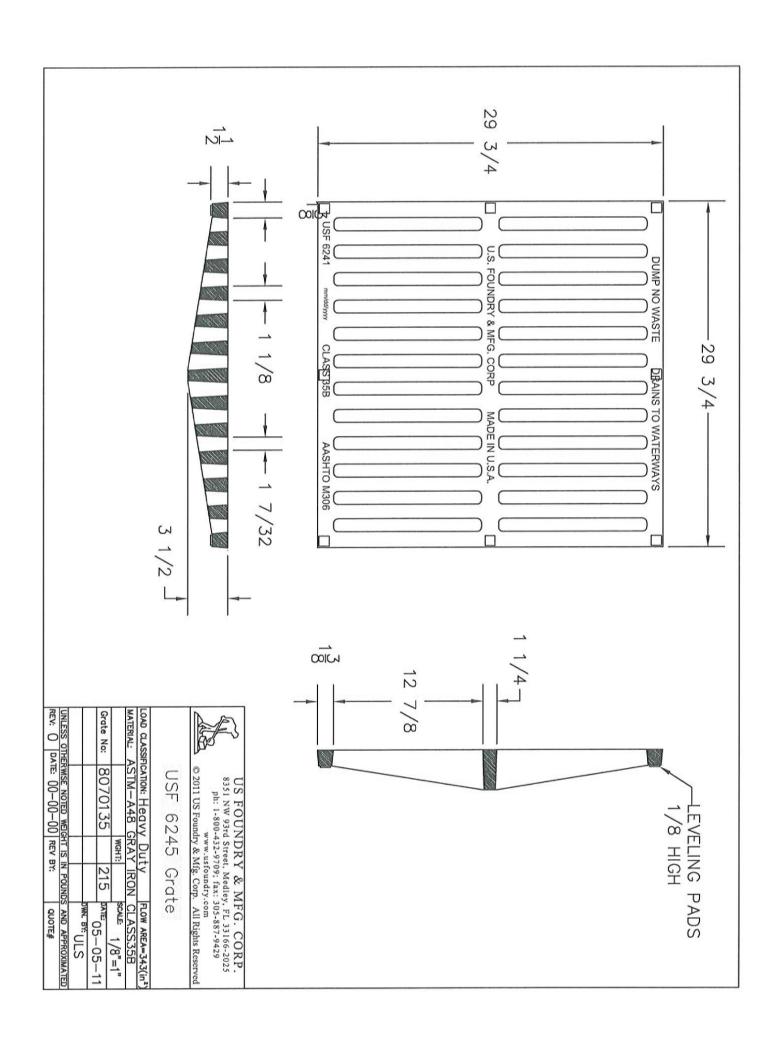


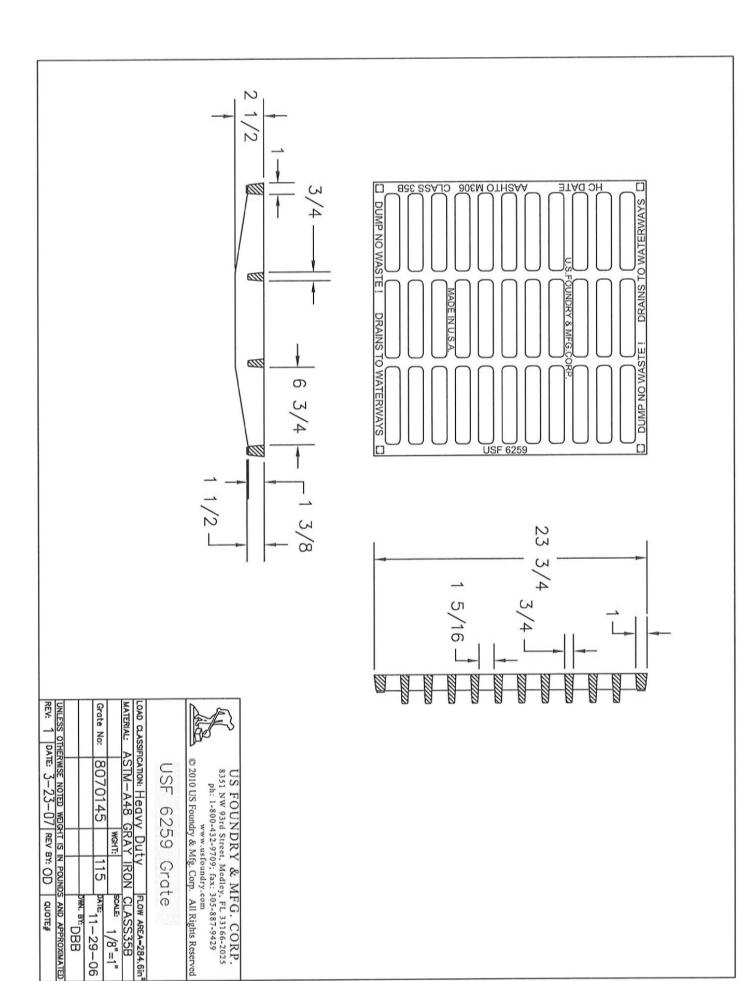












USF 4640 DITCH INLET FRAME AND 6490 GRATE

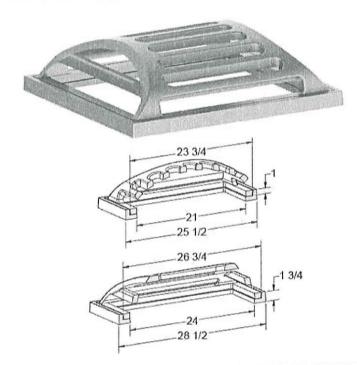
Catch Basins Details

<< Previous

Next >>

USF 4640 DITCH INLET FRAME AND 6490 GRATE

Back Summary Add to Project



NOT SUITABLE FOR TRAFFIC OR PEDESTRIAN APPLICATIONS. SUITABLE FOR DRAINAGE CONDITIONS WHERE GRATE CLOGGING WITH DEBRIS IS A CONCERN.

• Available Grates

Grate 6490 Load Rating LIGHT DUTY Flow Area

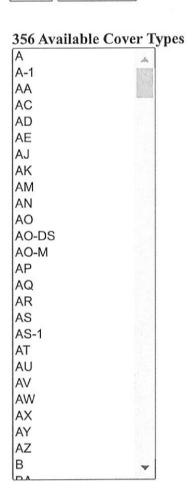
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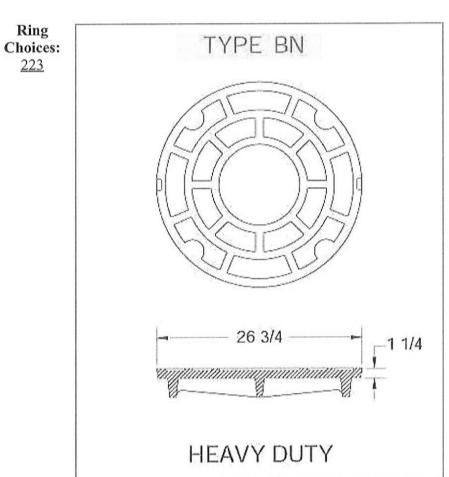
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Manhole Cover Types

3D Preview 3D Tips: Right Click->Viewing Options->Model Render Mode->Solid Outline Back

223





1/28/22, 10:36 AM Printed

Curb and Gutter Inlets - Detail USF 5135 CURB & GUTTER SERIES

<< Previous USF 5135 CURB & GUTTER SERIES

Next>>

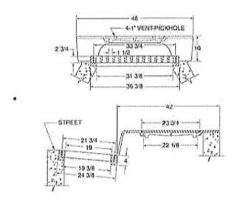
Back Summary Add to Project



USF 5135-6152 GEORGIA D.O.T. 1013 STANDARD

TO ORDER CURB PLATE ONLY, SPECIFY USF 5136 TO ORDER ACCESS COVER ONLY, SPECIFY USF COVER AL TO ORDER FRAME ONLY, SPECIFY USF 4612

Specify lettering, if required.



Available Grates

Load Rating Cover Type DIM Grate # Flow Area 6152 HEAVY DUTY 370

1/1

1/28/22, 10:10 AM Printed

USF 5180 CURB INLET FRAME, JM COVER AND 6491 GRATE Curb and Gutter Inlets - Detail

 $\leq <$ Previous USF 5180 CURB INLET FRAME, JM COVER AND 6491 GRATE

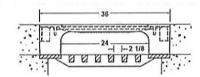
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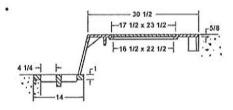
Back Summary Add to Project



COLUMBUS, GEORGIA BATTERED CURB INLET STANDARD

- Ground machined bearing surfaces.
 Penetrating pickholes.
 Restricted grate opening.





· Available Grates

Grate # 6491

Load Rating HEAVY DUTY Flow Area

Cover Type

DIM

1/28/22, 10:14 AM Printed

Manhole Cover Types

Back 3D Preview 3D Tips: Right Click->Viewing Options->Model Render Mode->Solid Outline

356 Available Cover Types A-1 AA AC AD AE AJ AK AM AN AO AO-DS AO-M AP AQ AR AS AS-1 AT AU AV AW AX AY ΑZ В

Ring Choices: 1258 1259

TYPE BP

23 3/4

23 3/4

3/4

LIGHT DUTY