

COLUMBUS CONSOLIDATED GOVERNMENT ANNUAL CONTRACT ROUTING MEMORANDUM

DATE: February 11, 2022

SUBJECT: METRA Adopt-A-Stop Signs (Annual Contract); RFB No. 22-0021

FROM: Patti Postorino, Purchasing Division

Please route for appropriate signatures, copies of the attached contract with Osburn Associates, Inc (Logan, OH) (Contractor). The firm will provide EG .080 metal U-channel post mounted signs to METRA Transit System on an "as needed" basis. The term of this contract shall be for three (3) years. Funds are budgeted each fiscal year for this on-going expense:

METRA Transit System: Transportation Fund – Transportation – FTA – Capital Expend Under \$5,000; 0751-610-2400-MFTA-7763.

Council authorized this contract per Resolution No. 024-22, dated January 25, 2022 (copy is attached).

Signatories	Signatures Required (<i>No initials please</i>)	Date
Purchasing Division Manager Signature of Approval		2/11/22
City Attorney: Signature required on Contracts	Form approved 	2/11/22
City Manager: Signature required on Contracts		2/14/22
Clerk of Council: Signature Required on Contracts & Attest/Seal		2/15/22
Buyer: Process / Distribute		02/16/2022

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

RESOLUTION

NO. 024-22

A RESOLUTION AUTHORIZING THE PURCHASE OF ADOPT-A-STOP SIGNS FROM OSBURN ASSOCIATES, INC (LOGAN, OH) FOR METRA TRANSIT SYSTEM FOR THE ESTIMATED CONTRACT VALUE OF \$936.00.

WHEREAS, the signs will be purchased on an “as needed” basis and will be mounted to METRA Transit System’s bus stop posts as part of METRA’s “Adopt-A-Stop” program; and,

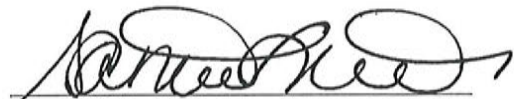
WHEREAS, the term of the contract shall be for three (3) years.

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

That the City Manager is hereby authorized to purchase Adopt-A-Stop signs for METRA Transit System from Osburn Associates, Inc (Logan, OH) for the estimated contract value of \$936.00. Funds are budgeted each fiscal year for this on-going expense: Transportation Fund – Transportation – FTA –Capital Expenditures Under \$5,000; 0751 – 610 – 2400 – MFTA – 7763.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 25th day of January 2022 and adopted at said meeting by the affirmative vote of ten members of said Council.

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



Sandra T. Davis
Clerk of Council



B. H. “Skip” Henderson, III
Mayor

CONTRACT

THIS CONTRACT, executed this 16th day of February 2022, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and, **Osburn Associates, Inc (Decatur, 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 **METRA Adopt-A-Stop Signs (Annual Contract)**, per **RFB No. 22-0021**, and was awarded the Contract by Columbus City Council on Tuesday, January 25, 2022, Resolution No. 024-22, for the contract term of three (3) years, beginning February 16, 2022 through February 15, 2025, 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 November 1, 2021 (and all addenda thereto), the Contractor's bid dated December 1, 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.

CONTRACT SIGNATURE PAGEMETRA Adopt-A-Stop Signs
(Annual Contract) RFB No. 22-0021

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:

Melinda Thompson
Witness as to the signing of the contract

[Signature]
Signature of Authorized Representative Date

[Signature]
Witness as to the signing of the contract

Jennifer Treadway - Bidding Agent
Print Name and Title of Signatory

(Corporate seal, if applicable)

Osburn Associates, Inc.
Company Name

Company Ordering Address

Osburn Associates, Inc.
P.O. Box 912 Logan, OH 43138
Contact Jennifer Treadway
Email jennifert@osburns.com
Telephone (800) 523-8917
Fax (740) 385-8016

Company Payment Address

Osburn Associates, Inc.
P.O. Box 912 Logan, OH 43138
Contact Denise Hendricks
Email deniseh@osburns.com
Telephone (800) 523-8917
Fax (740) 385-8016

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 14th day of February 20 22

APPROVED AS TO LEGAL FORM:

[Signature]
Isalah Hugley, City Manager

Ruby T. Seftall, Asst. City Atty
Clifton C. Fay, City Attorney

ATTEST:

[Signature]
Sandra T. Davis, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. 024-22

[Signature]
Clerk of Council

EXHIBIT A

Columbus Consolidated Government

*METRA Adopt-A-Stop Signs
(Annual Contract)*

RFB No. 22-0021

Osburn Associates, Inc.

Business Requirements

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5. Address (number, street, and apt. or suite no.) See instructions.
PO Box 912

6. City, state, and ZIP code.
Logan OH 43138

7. List account number(s) here (optional).

Part III Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part IV Certification

Under penalties of perjury, I certify that:

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

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

Sign Here _____ Signature of U.S. person Deirdra Thompson Date 2-18-21

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

Identity Verification

Name (i.e. John Smith)

OSBURN ASSOCIATES INC

TIN

[REDACTED]

☒ TIN: Passed

☒ DMF: Passed

☒ OFAC: Passed

VERIFY IDENTITY

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

OSBURN ASSOCIATES, INC.
a Foreign Profit Corporation

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

WHEREFORE, by the authority vested in me as Secretary of State, the above Profit Corporation is hereby granted, on 02/22/2012, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on February 22, 2012.



Brian P. Kemp
Secretary of State

BUSINESS DETAILS & FILINGS

Close

Business Details

Entity #:	593091	Business Name:	OSBURN ASSOCIATES, INC.
Filing Type:	CORPORATION FOR PROFIT	Status:	Active
Original Filing Date:	06/02/1982	Exp. Date:	-
Location:	LOGAN HOCKING OHIO		

AGENT/REGISTRANT INFORMATION

HARRY W OSBURN
9383 VANATTA ROAD
LOGAN OH 43138
03/30/1998
Active



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2022

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

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

PRODUCER Wichert Insurance 400 N. Memorial Drive Lancaster OH 43130	CONTACT NAME: Karen Garrison PHONE (A/C, No, Ext): (740) 785-9431 E-MAIL ADDRESS: karen.garrison@wichert.com FAX (A/C, No): (614) 837-0709 INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24112
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COVERAGES CERTIFICATE NUMBER: CL21111151335 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			TRA7928653	11/16/2021	11/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			TRA7928653	11/16/2021	11/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA7928653	11/16/2021	11/16/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		OHIO STOP GAP ONLY TRA7928653	11/16/2021	11/16/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	TRANSPORTATION COVERAGE			TRA7928653	11/16/2021	11/16/2022	OWNED SINGLE CONVEYENCE \$ 100,000 AGGREGATE \$ 200,000

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

RE: RFB No. 22-0021 "METRA Adopt-A-Stop Signs" (Annual Contract)

CERTIFICATE HOLDER

Columbus Consolidated Government,
Purchasing Division
PO Box 1340
Columbus, GA 31902-1340

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen Garrison/KGAR

Karen Garrison

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EXHIBIT B

Columbus Consolidated Government

*METRA Adopt-A-Stop Signs
(Annual Contract)*

RFB No. 22-0021

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: November 1, 2021

<p>REQUEST FOR BIDS:</p> <p>RFB No: 22-0021</p>	<p>Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:</p> <p align="center">METRA ADOPT-A-STOP SIGNS (Annual Contract)</p>
<p>GENERAL SCOPE</p>	<p>Columbus Consolidated Government is requesting bids from qualified vendors to provide EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System's bus stop posts as part of METRA's "Adopt-A-Stop" program. The contract period shall be for three (3) years.</p>
<p>DUE DATE</p>	<p align="center">DECEMBER 1, 2021 - 2:30 PM (Eastern)</p> <p>Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. <i>Responding vendors are not required, but are invited to attend the opening.</i></p> <p>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.</p>
<p>BID SUBMISSION REQUIREMENTS</p>	<p>See Appendix A for <i>Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.</i></p>
<p>ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>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.</p>
<p>"NO BID" RESPONSE</p>	<p>Refer to the form on page 3 if you are not interested in this invitation.</p>

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

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

We, the undersigned decline to bid on your **RFB No. 22-0021** for **METRA Adopt-A-Stop Signs (Annual Contract)** for the following reason(s):

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

Remarks: _____

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

1. TERM "CITY". The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.

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

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

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

5. BID OPENING. 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:

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

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

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

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

12. 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 surety 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 of or under this contract.

28. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The 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) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

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, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

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

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

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

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

38. PAYMENT DEDUCTIONS: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

39. PAYMENT TERMS: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

40. FINAL CONTRACT DOCUMENTS: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

NOTICE TO VENDORS

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

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

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

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

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

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

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

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

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

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

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

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

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Patti Postorino, Buyer
Email BidOpportunities@ColumbusGA.org or
Fax 706-225-3033

RE: RFB No. 22-0021; METRA Adopt-A-Stop Signs (Annual Contract)

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

From: _____

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

GENERAL SPECIFICATIONS

METRA Adopt-A-Stop Signs (Annual Contract) RFB No. 22-0021

I. SCOPE

The purpose of this solicitation is to select a vendor to provide on an "as needed" basis EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System's bus stop posts as part of METRA's "Adopt-A-Stop" program. Signs are to be made in the dimensions, materials and colors as noted in the Technical Specifications (Pages 15-19) or be an approved equal.

Technical Specifications begin on Page 15.

The quantities stated in the specifications are estimates, the City may purchase some, all, more or none of the items contained in these specifications. ***The City reserves the right to add additional related items during the term of the contract.***

II. FEDERAL/STATE/LOCAL GOVERNMENT PROVISIONS

By submitting a Bid, the Bidder implicitly agrees that federal, state, and local rules, regulations, and statutes will be part of the Bid Award and any contract executed as a result of this solicitation. These include, but are not limited to, the General Statutes of the State of Georgia, the federal requirements contained in the Federal Transit Administration (hereinafter called the "FTA") Master Agreement dated October 1, 2014, as amended, including any certifications and contractual provisions required by any federal statutes or regulations referenced therein. Other federal procurement requirements in FTA Circular 4220.1F as amended are also included.

Similarly, the City's Purchasing Ordinance, insofar as they apply to purchasing and competitive bidding, are made a part hereof.

III. FEDERAL CONTRACT CLAUSES

The purchase of this equipment is partially funded by the Federal Transit Administration (FTA) and the Georgia Department of Transportation (GDOT). In accordance with requirements of the agencies, vendors must read and initial the appropriate pages (Pages 27-35) and include the initialed pages with sealed bid. Failure to include the initialed pages may render your bid "Incomplete".

IV. 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.*

V. TERM OF CONTRACT

A. The term of this contract shall be for three (3) years. The City will allow for negotiating the bid price if such things as EPA, FTA or regulatory legislative guidelines are changed and bus manufacturers are required to adhere to the new regulations.

It should be noted that multi-year contracts will continue each fiscal year only after funding appropriations and program approval has been granted by the Council of the Consolidated Government of Columbus, Georgia, and Federal and State DOT contracts are awarded. 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.

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 23)
- D. **Contract Signature Page** (Form 3)
- E. **Federally Required Contract Clauses** (Initial Pages 27-35)
- F. **Product Literature**
- G. **Product Warranty**
- H. **Sample Itemized Invoice**
- I. **Addenda:** Vendors must include acknowledgment of receipt of addenda **(if any)** in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on

bid form (pricing page). Addenda will be posted at
https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm

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

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

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

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

- K. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification**
(<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) Page 1 only.

X. AWARD / ORDERING / DELIVERY / INVOICE

- A. **Award:** This bid shall be awarded to the lowest responsive, responsible bidder in total. The City reserves the right to reject any/or all bids. Columbus Consolidated Government shall be the judge of the factors and will make the award accordingly. Should the successful bidder(s) 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 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. Inability to make delivery within the specified time will give the City the right to purchase from the next lowest bidder.
- C. **Delivery:** The item(s) shall be delivered to the location indicated on the purchase order. The successful bidder shall state on the pricing page the days for delivery from the time the order is placed. The days shall be stated in calendar days. Inability to make delivery within specified time will authorize the City to purchase from other sources.

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

The successful bidder shall deliver the items to:

METRA Transit System
Attn: Robert Sheridan
814 Linwood Blvd
Columbus, Georgia 31901

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

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

The invoice(s) shall reference the bid number (RFB No. 22-0021) and/or purchase order number.

XI. TERMINATION OF CONTRACT

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

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

Compensation: Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

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

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

TECHNICAL SPECIFICATIONS

METRA Adopt-A-Stop Signs (Annual Contract) RFB 22-0021

1.0 INTRODUCTION

The purpose of this solicitation is to select a vendor to provide on an "as needed" basis EG .080 metal, post-mounted (U-channel post) signs which will be mounted on to METRA Transit System's bus stop posts as part of METRA's "Adopt-A-Stop" program. Signs are to be made in the dimensions, material and colors specified below or be an approved equal.

2.0 MATERIALS

2.1 All Signs requested must be made of EG .080 Metal.

3.0 PRICING

Each Vendor is requested to provide unit prices based on the type of material and design identified below. Vendors should also include shipping costs associated with the item(s).

3.1 Description of required items

Adopt-A-Stop Signs. See "Attachment A" for the sign design.

- 12"H x 18"W – Single Sided
- Colors: The METRA logo (Orange, White and Blue) located at the top corner of the sign. METRA Bus Artwork (Blue). Lettering will be Black on a white background. The sign border will be orange.
- Durable and Weather Resistant Outdoor Signs
- EG .080 Metal Signage
- Non-Fade
- Half Inch (1/2") Inset Border
- Hi-Intensity Prismatic Grade or better. Cannot be engineer grade
- Two holes (top and bottom) in the middle of sign (See "Attachment B")

4.0 WARRANTY

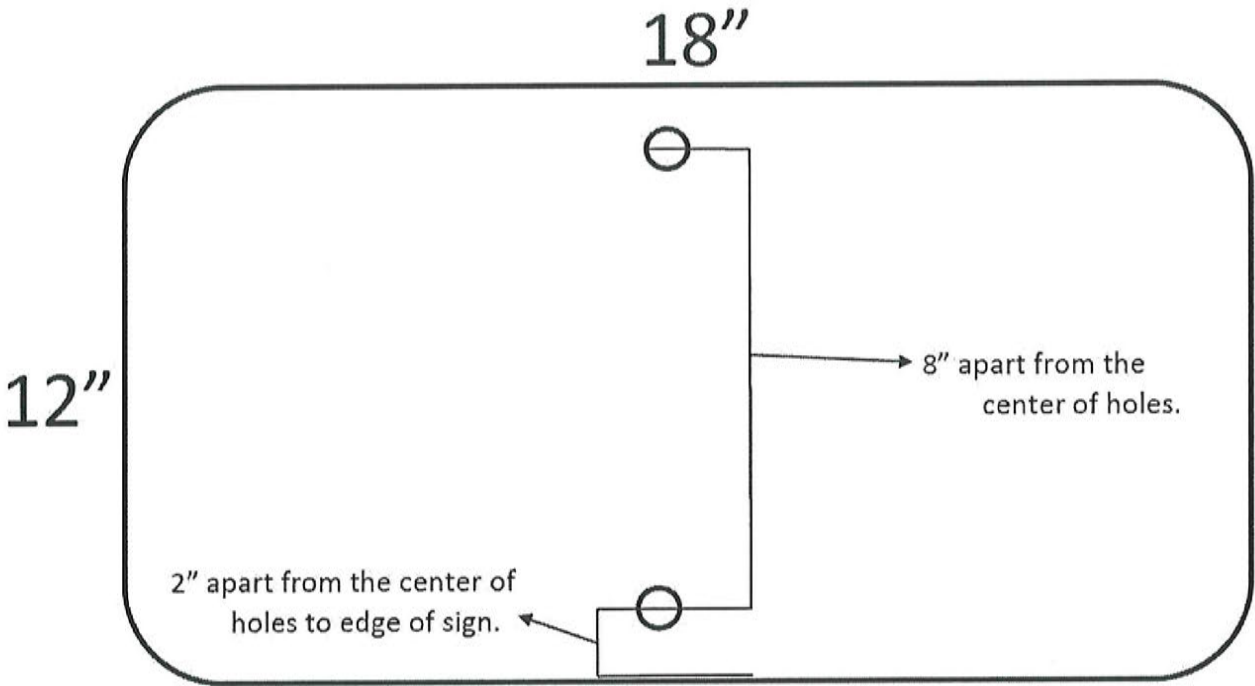
All equipment shall be fully warranted against any defective materials and workmanship for twelve (12) months from date of delivery.

ATTACHMENT A



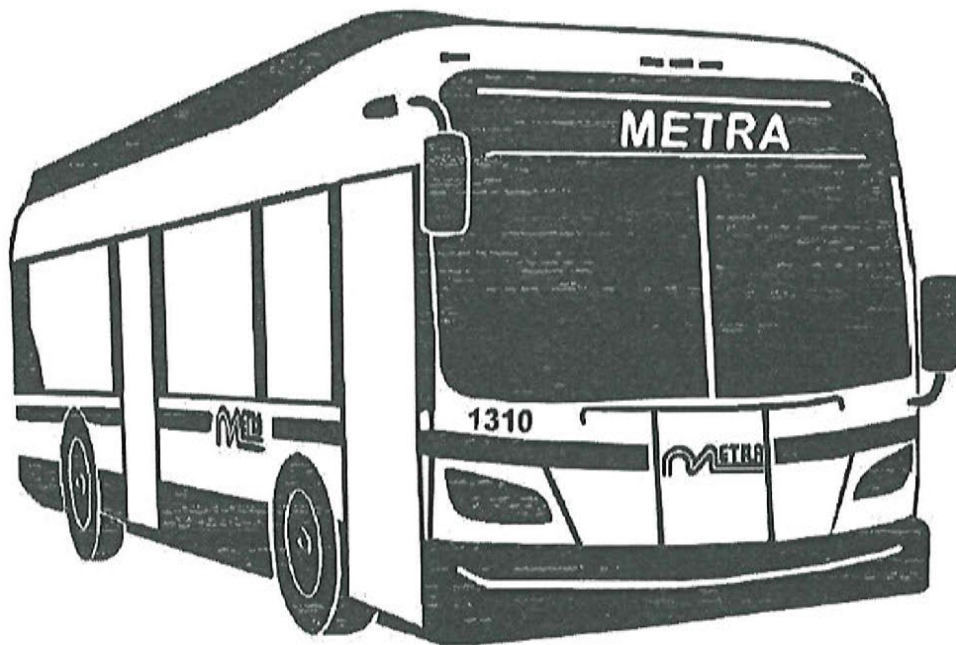
NOTE: All signs will have the words "ADOPTED BY" on them. The wording on this example ("METRA Transit System") is just used as an example to show where each volunteer's name will go on the sign.

ATTACHMENT B



ATTACHMENT C

Bus Artwork Graphic



ATTACHMENT D

METRA Logo Graphic



FORM 1

COMMUNICATION CONCERNING THIS SOLICITATION

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

.....

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

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

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

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

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

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

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

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

FORM 2

BID FORM

METRA Adopt-A-Stop Signs (Annual Contract) RFB No. 22-0021

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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

- ☐ Communication Concerning This Solicitation (Form 1)
- ☐ Bid Form (Form 2) ☐ Pricing Pages (Pages 22-23)
- ☐ Product Literature ☐ Product Warranty ☐ Contract Signature Page (Form 3)
- ☐ Federally Required Contract Clauses (Initial Pages 27-35)
- ☐ Sample Itemized Invoice ☐ Business License ☐ W-9 Rev 2018

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

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

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

Vendor Business Name

Email Address

Authorized Signature

Print Name

Date

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

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

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

COMPLETE ALL PAGES AND RETURN WITH BID

PRICING PAGE

METRA Adopt-A-Stop (Annual Contract) RFB No. 22-0021

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

VENDOR NAME:			
YEAR 1			
DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
<u>Adopt-A-Stop Signs</u> 12"H x 18"W – Single Sided Hi-Intensity Prismatic Grade or better Colors: Black, Blue, Orange and White Background EG .080 Metal Signage	15	\$	\$
Year 1 Total Estimated Cost:			\$
YEAR 2			
DESCRIPTION	ESTIMATED QUANTITY	*UNIT COST	EXTENDED COST
<u>Adopt-A-Stop Signs</u> 12"H x 18"W – Single Sided Hi-Intensity Prismatic Grade or better Colors: Black, Blue, Orange and White Background EG .080 Metal Signage	15	\$	\$
Year 2 Total Estimated Cost:			\$
YEAR 3			
DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
<u>Adopt-A-Stop Signs</u> 12"H x 18"W – Single Sided Hi-Intensity Prismatic Grade or better Colors: Black, Blue, Orange and White Background EG .080 Metal Signage	15	\$	\$
Year 3 Total Estimated Cost:			\$
TOTAL THREE (3) YEAR ESTIMATED CONTRACT VALUE:			\$

***All shipping, delivery, and/or freight charges must be included in the Unit Cost.** Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges or any other additional fees.

The quantities specified herein are based on estimated usage. The City reserves the right to purchase some, all, more, or none of the items contained within these specifications.

Vendor shall make delivery _____ days after receipt of purchase orders. Inability to make delivery within specified time will authorize the City to purchase from other sources.

Vendor Name	Authorized Signature	Print Name	Date
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FORM 3**CONTRACT SIGNATURE PAGE****METRA Adopt-A-Stop Signs
(Annual Contract) RFB No. 22-0021**

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

Witness as to the signing of the contract

Signature of Authorized Representative Date

Witness as to the signing of the contract

Print Name and Title of Signatory

(Corporate seal, if applicable)

Company Name

Company Ordering Address***Company Payment Address***

Contact _____

Contact _____

Email _____

Email _____

Telephone _____

Telephone _____

Fax _____

Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ____ day of _____ 20____

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

FEDERALLY REQUIRED CONTRACT CLAUSES

GOVERNING DOCUMENTS

CAPITAL PURCHASE

CONTRACTS LESS THAN \$10,000

(GRANTS EXECUTED AFTER 12/26/14)

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INSTRUCTIONS

About: This document contains the federally required contract clauses for a non-rolling stock procurement less than \$10,000 for grants executed after 12/26/14.

Applicability: Some of the attached clauses may or may not apply to your procurement. If you are procuring architectural engineering (A&E) services, materials, etc., other clauses will apply so check the FTA website for more information and applicability. **Federal Circular 4220.1F Third Party Contracting Requirements Appendix D** has a handy chart listing the federal model contract clauses, certifications, reports, forms, and their applicability: www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-fta-c-42201f

Complete list of Federal required and other model contract clauses:
www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses

Transit Agency Instructions: Read all the contract clauses and verify if they apply to your procurement. Insert your transit agency's **legal name** where applicable (parts 15, 19, and 21). Insert the applicable clauses in your request for proposal (RFP) or invitation for bid (IFB) or purchase order (if purchasing an applicable State Vehicle Purchasing Program vehicle). The bidder/vendor shall sign all applicable clauses and return to the procuring agency. If this is local purchase, attach the clauses, including the winning bidder/vendor signed sections, in your third party contract to be submitted to MDOT. Copies should be filed with the procuring agency. If this is a State Vehicle Purchasing Program vehicle purchase, keep on file, at the procuring agency, all clauses and vendor signed sections with the purchase order.

NOTE: If a bidder/vendor does not agree to all applicable Federal clauses/terms then the transit agency shall not procure the product or service from the bidder/vendor.

Bidder/Vendor Instructions: If applicable, complete all sections and return to the procuring transit agency.

1. **ENERGY CONSERVATION REQUIREMENTS** 42 U.S.C. 6321 et seq./49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. **ACCESS TO RECORDS AND REPORTS** 49 U.S.C. 5325/18 CFR 18.36 (i)/49 CFR 633.17

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000 for grants executed after 12/26/14.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Read and Initial this Page _____

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$150,000 for grants executed after 12/26/14/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	Yes ³	Those imposed on non- state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$150,000 for grants executed after 12/26/14/ Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

Read and Initial this Page _____

3. FEDERAL CHANGES 49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. /49 CFR Part 31 18 U.S.C. 1001/49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Read and Initial this Page _____

6. CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102, 42U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Read and Initial this Page _____

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. §60-1.4 EQUAL OPPORTUNITY CLAUSE

- (a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract

Read and Initial this Page _____

or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result Special DOL EEO Clause - Construction >\$10K of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of

Justice for appropriate legal proceedings

(c) *Subcontracts*. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) *Incorporation by reference*. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) *Incorporation by operation of the order*. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) *Adaptation of language*. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014]

9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

- a. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as

the METRA Transit System
(Insert transit agency name)

deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.
- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- d. The contractor must promptly notify METRA Transit System, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of METRA Transit System.

10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRA Transit System

(Insert transit agency name) requests which would cause

METRA Transit System to be in violation of the FTA

(Insert transit agency name)
terms and conditions.

Read and Initial this Page _____

APPENDIX A

DEMANDSTAR SUBMISSION REQUIREMENTS

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

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

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

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

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

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

ELECTRONIC BID SUBMISSION **REQUIREMENTS CHECKLIST**

METRA Adopt-A-Stop Signs (Annual Contract) RFB No. 22-0021

IMPORTANT NOTICE

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. The City will not consider any information submitted as "Supplemental Documents".
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 PAGES (Pages 22 - 23)
- ___ 4. CONTRACT SIGNATURE PAGE (Form 3)
- ___ 5. FEDERALLY REQUIRED CONTRACT CLAUSES (Initial Pages 27-35)
- ___ 6. PRODUCT LITERATURE
- ___ 7. PRODUCT WARRANTY
- ___ 8. SAMPLE ITEMIZED INVOICE
- ___ 9. ADDENDA (IF ANY)
- ___ 10. BUSINESS LICENSE 2021
- ___ 11. W-9 Rev 2018 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) Page 1 only

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



Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

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

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar Terms of Use and Privacy Policy

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

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

← Choose Your Free Agency

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

City of Metropolis

Narrow down your search by selecting a state and county.

State

County

Select State

Select County

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

3 CHECK OUT

Check out with your **FREE AGENCY**
Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

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

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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206.940.0305

Responding to an Electronic Bid

5 Step Instructions

Step 1

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

- Click on the solicitation name



Step 2

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

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

[illegible]

Step 3

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

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

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

[illegible]

Step 4

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

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

NOTE: Do not enter information using the "Supplemental Documents" function.

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

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

Step 5

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

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

EXHIBIT C

Columbus Consolidated Government

*METRA Adopt-A-Stop Signs
(Annual Contract)*

RFB No. 22-0021

Osburn Associates, Inc.

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: Osburn Associates, Inc.

Print Name of Authorized Agent: Jennifer Treadway

Signature of Authorized Agent: _____

FORM 2

BID FORM

METRA Adopt-A-Stop Signs (Annual Contract) RFB No. 22-0021

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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

- ☒ Communication Concerning This Solicitation (Form 1)
- ☒ Bid Form (Form 2) ☒ Pricing Pages (Pages 22-23)
- ☒ Product Literature ☒ Product Warranty ☒ Contract Signature Page (Form 3)
- ☒ Federally Required Contract Clauses (Initial Pages 27-35)
- ☐ Sample Itemized Invoice ☐ Business License ☒ W-9 Rev 2018

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

Addendum No. 1 _____ Addendum No. 2 _____ Addendum No. 3 _____

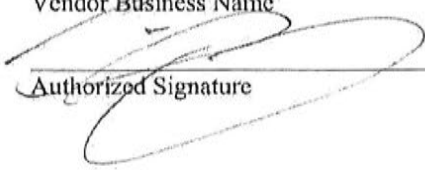
The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms of the Columbus Consolidated Government.

Osburn Associates, Inc.

Vendor Business Name

jennifer@osburns.com

Email Address


Authorized Signature

Jennifer Treadway

Print Name

12/1/21

Date

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

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

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

COMPLETE ALL PAGES AND RETURN WITH BID

PRICING PAGE

METRA Adopt-A-Stop (Annual Contract) RFB No. 22-0021

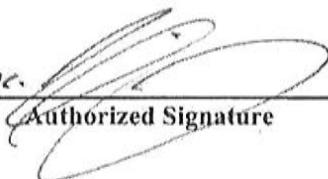
The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all services and terms.

VENDOR NAME: <i>Osburn Associates, Inc.</i> * Bidding Avery Drnnison HIP w/ 06-1000 overlay			
YEAR 1			
DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
<u>Adopt-A-Stop Signs</u> 12"H x 18"W – Single Sided Hi-Intensity Prismatic Grade or better Colors: Black, Blue, Orange and White Background EG .080 Metal Signage	15	\$ 18.75	\$ 281.25
Year 1 Total Estimated Cost:			\$ 281.25
YEAR 2			
DESCRIPTION	ESTIMATED QUANTITY	*UNIT COST	EXTENDED COST
<u>Adopt-A-Stop Signs</u> 12"H x 18"W – Single Sided Hi-Intensity Prismatic Grade or better Colors: Black, Blue, Orange and White Background EG .080 Metal Signage	15	\$ 20.75	\$ 311.25
Year 2 Total Estimated Cost:			\$
YEAR 3			
DESCRIPTION	ESTIMATED QUANTITY	UNIT COST	EXTENDED COST
<u>Adopt-A-Stop Signs</u> 12"H x 18"W – Single Sided Hi-Intensity Prismatic Grade or better Colors: Black, Blue, Orange and White Background EG .080 Metal Signage	15	\$ 22.90	\$ 343.50
Year 3 Total Estimated Cost:			\$ 936.00
TOTAL THREE (3) YEAR ESTIMATED CONTRACT VALUE:			\$ 936.00

***All shipping, delivery, and/or freight charges must be included in the Unit Cost.** Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges or any other additional fees.

The quantities specified herein are based on estimated usage. The City reserves the right to purchase some, all, more, or none of the items contained within these specifications.

Vendor shall make delivery 30 days after receipt of purchase orders. Inability to make delivery within specified time will authorize the City to purchase from other sources.

<u>Osburn Associates, Inc.</u>		<u>Jennifer Treadway</u>	<u>12/1/21</u>
Vendor Name	Authorized Signature	Print Name	Date

FEDERALLY REQUIRED CONTRACT CLAUSES

GOVERNING DOCUMENTS

CAPITAL PURCHASE

CONTRACTS LESS THAN \$10,000

(GRANTS EXECUTED AFTER 12/26/14)

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INSTRUCTIONS

About: This document contains the federally required contract clauses for a non-rolling stock procurement less than \$10,000 for grants executed after 12/26/14.

Applicability: Some of the attached clauses may or may not apply to your procurement. If you are procuring architectural engineering (A&E) services, materials, etc., other clauses will apply so check the FTA website for more information and applicability. **Federal Circular 4220.1F Third Party**

Contracting Requirements Appendix D has a handy chart listing the federal model contract clauses, certifications, reports, forms, and their applicability: www.transit.dot.gov/funding/procurement/third-party-procurement/third-party-contracting-requirements-ffa-c-42201f

Complete list of Federal required and other model contract clauses:

www.transit.dot.gov/funding/procurement/bppm-federally-required-and-other-model-clauses

Transit Agency Instructions: Read all the contract clauses and verify if they apply to your procurement. Insert your transit agency's **legal name** where applicable (parts 15, 19, and 21). Insert the applicable clauses in your request for proposal (RFP) or invitation for bid (IFB) or purchase order (if purchasing an applicable State Vehicle Purchasing Program vehicle). The bidder/vendor shall sign all applicable clauses and return to the procuring agency. If this is local purchase, attach the clauses, including the winning bidder/vendor signed sections, in your third party contract to be submitted to MDOT. Copies should be filed with the procuring agency. If this is a State Vehicle Purchasing Program vehicle purchase, keep on file, at the procuring agency, all clauses and vendor signed sections with the purchase order.

NOTE: If a bidder/vendor does not agree to all applicable Federal clauses/terms then the transit agency shall not procure the product or service from the bidder/vendor.

Bidder/Vendor Instructions: If applicable, complete all sections and return to the procuring transit agency.

1. ENERGY CONSERVATION REQUIREMENTS 42 U.S.C. 6321 et seq./49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. ACCESS TO RECORDS AND REPORTS 49 U.S.C. 5325/18 CFR 18.36(i)/49 CFR 633.17

The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- (2) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$150,000 for grants executed after 12/26/14.
- (3) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (4) Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- (5) The Contractor agrees to permit any of the foregoing parties to reproduce by any means, whatsoever or to copy excerpts and transcriptions as reasonably needed.

Read and Initial this Page

JT

(6) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(7) FTA does not require the inclusion of these requirements in subcontracts.

REQUIREMENTS FOR ACCESS TO RECORDS AND REPORTS BY TYPES OF CONTRACT

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I. State Grantees						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$150,000 for grants executed after 12/26/14/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II. Non State Grantees						
a. Contracts below SAT \$150,000 for grants executed after 12/26/14	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$150,000 for grants executed after 12/26/14/ Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

Read and Initial this Page JT

3. FEDERAL CHANGES 49 CFR Part 18

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

4. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

- (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq. /49 CFR Part 31 18 U.S.C. 1001/49 U.S.C. 5307

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Read and Initial this Page JT

6. CIVIL RIGHTS REQUIREMENTS 29 U.S.C. § 623, 42 U.S.C. § 2000/42 U.S.C. § 6102; 42 U.S.C. § 12112/42 U.S.C. § 12132, 49 U.S.C. § 5332/29 CFR Part 1630/41 CFR Parts 60 et seq.

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. §60-1.4 EQUAL OPPORTUNITY CLAUSE

- (a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract

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or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result Special DOL EEO Clause - Construction >\$10K of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of

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September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965; and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of

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Justice for appropriate legal proceedings

- (c) *Subcontracts.* Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- (e) *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) *Adaptation of language.* Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014]

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9. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26

- a. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as

the METRA Transit System
(Insert transit agency name)

deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- b. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)). Accordingly, as a condition of permission to bid, a certification must be completed and submitted with the bid. A bid which does not include certification may not be considered.
- c. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the {insert agency name} and contractor's receipt of the partial retainage payment related to the subcontractor's work.]
- d. The contractor must promptly notify METRA Transit System, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of METRA Transit System.

10. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

FTA Circular 4220.1F

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any METRA Transit System

Osburn Associates, Inc.
(Insert transit agency name) requests which would cause

METRA Transit System
(Insert transit agency name) to be in violation of the FTA

terms and conditions.

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APPENDIX A

DEMANDSTAR SUBMISSION REQUIREMENTS

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

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

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

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

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

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

ELECTRONIC BID SUBMISSION **REQUIREMENTS CHECKLIST**

METRA Adopt-A-Stop Signs (Annual Contract) RFB No. 22-0021

IMPORTANT NOTICE

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. The City will not consider any information submitted as "Supplemental Documents".
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 PAGES (Pages 22 - 23)
- ☒ 4. CONTRACT SIGNATURE PAGE (Form 3)
- ☒ 5. FEDERALLY REQUIRED CONTRACT CLAUSES (Initial Pages 27-35)
- ☒ 6. PRODUCT LITERATURE
- ☒ 7. PRODUCT WARRANTY
- ☒ 8. SAMPLE ITEMIZED INVOICE
- ☒ 9. ADDENDA (IF ANY)
- ☒ 10. BUSINESS LICENSE 2021
- ☒ 11. W-9 Rev 2018 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) Page 1 only

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



QUESTION/CLARIFICATION FORM

DATE: _____

TO: Patti Postorino, Buyer
Email BidOpportunities@ColumbusGA.org or
Fax 706-225-3033

N/A

RE: RFB No. 22-0021; METRA Adopt-A-Stop Signs (Annual Contract)

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

From: _____

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

Avery Dennison® T-6500-A HIP Series

High Intensity Microprismatic Retroreflective Film

Issued: September 2020

Avery Dennison® T-6500-A Series High Intensity Microprismatic (HIP) Retroreflective Film for permanent and temporary traffic signage, is a high-quality, durable, microprismatic retroreflective material with a pressure sensitive adhesive. Its unique microprismatic construction provides a high level of retroreflectivity for demanding traffic control situations.

T-6500-A Series sheeting is an Omni-Directional microprismatic film that incorporates tiles of microprisms arranged in multiple orientations. This feature – "Smart at Every Angle" benefits agencies by providing confidence that all signs will perform with uniform visual reflectivity at all sign face orientations.

Features:

- Omni-Directional
- High Intensity Microprismatic Retroreflective Performance
- Field proven long term durability on safety devices worldwide
- Uniform daytime and nighttime visual appearance.

Conversion:

- ☒ Screen Printing
- ☒ Thermal Die-Cut
- ☒ Flat Bed Sign-Cut
- ☒ Drum Roller Sign-Cut
- ☒ Steel Rule Sign-Cut



Performance:
ASTM D4956 Type III & IV
See Page 2 for complete list.



Orientation: Omni-Directional



Durability: 10 year
Vertical Exposure only



Face: High-Gloss Acrylic Retroreflective Film with Microprisms



Adhesive: Permanent
Pressure Sensitive



Liner: Polypropylene Film

Product Availability*:

Traffic Products	
T-6500-A	White
T-6501-A	Yellow
T-6505-A	Blue
T-6507-A	Green
T-6508-A	Red



Avery Dennison® T-6500-A HIP Series

High Intensity Microprismatic Retroreflective Film

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Retroreflectivity:

Table A:
Min. coefficients of retroreflection (R_A)¹ per ASTM D4956² Type III & IV

Observation Angle	Color	Entrance Angle	
		1°	30°
0.1° ³	White	500	240
	Yellow	380	175
	Orange	200	94
	Blue	42	20
	Green	70	32
	Red	90	42
	Brown	25	12
	Fluorescent Yellow	300	140
	Fluorescent Yellow-Green	400	185
0.2°	White	360	170
	Yellow	270	135
	Orange	145	68
	Blue	30	14
	Green	50	25
	Red	65	30
	Brown	18	8.5
	Fluorescent Yellow	220	100
	Fluorescent Yellow-Green	290	135
0.5°	White	150	72
	Yellow	110	54
	Orange	60	28
	Blue	13	6.0
	Green	21	10
	Red	27	13
	Brown	7.5	3.5
	Fluorescent Yellow	90	40
	Fluorescent Yellow-Green	120	55

HIP Series sheeting exceeds all values listed in Table A and Table B.

HIP Series sheeting also exceeds the current applicable requirements for the following specifications:

ASTM D4956	International
Class RA2/R2	Europe

Avery Dennison suggests you obtain the current requirements from your local agency and ensure product conformance with such requirements. Your Avery Dennison Representative can assist you in this regard.

R_A =
candelas per foot-candle per square foot (cd/ft²/ft²) OR
Candelas per lux per square meter (cd/lx/m²)

² Measured according to ASTM E810

³ Note that 0.1° Observation angle is a "supplemental Requirement" in ASTM D4956. It represents long highway viewing distances of about 900 ft (275 Meters) and greater.

Avery Dennison® T-6500-A HIP Series

High Intensity Microprismatic Retroreflective Film

Issued: September 2020.

Colors and Specification Limits:

Figure A: Daytime Color

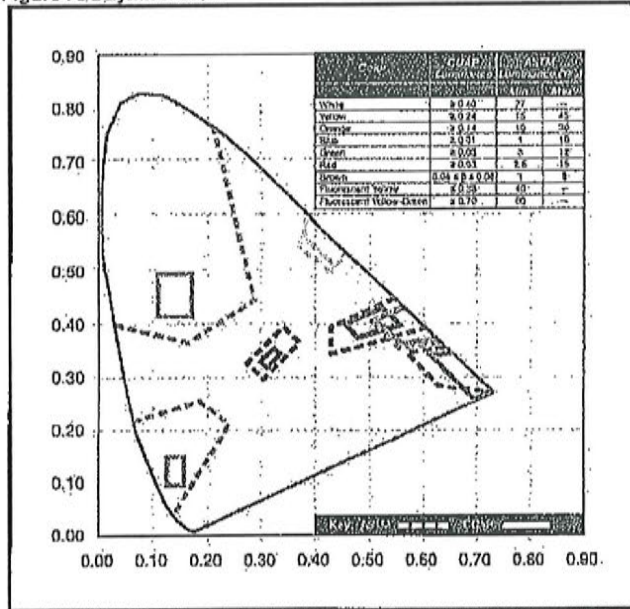
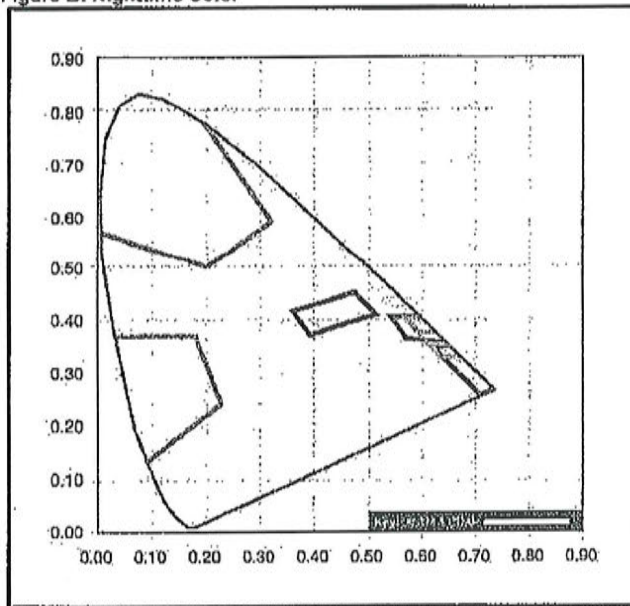


Figure B: Nighttime Color



T-6500-A Series sheeting meets the current applicable daytime and nighttime color requirements for ASTM D4956 and CUAP as well as standards listed on Page 2.

Chromaticity Coordinate Limits

Figures A & B show the four pairs of chromaticity coordinates from ASTM D4956 and CUAP on the color grid.

Daytime Color

The four pairs of chromaticity coordinates in Figure A determine the acceptable color in terms of the CIE 1931 Standard Colorimetric System measured with Standard Illuminant D65 and CIE Publication no. 15 using CIE Standard Illuminant D65 and CIE 45/0 geometry. Luminance factor shall comply with table in Figure A.

Note: The saturation limit of green and blue may extend to the border of the CIE chromaticity locus for spectral colors.

Nighttime Color

The four pairs of chromaticity coordinates in Figure B determine the acceptable color measured using CIE Illuminant A, observation angle of 0.33 degrees, entrance angle of +5 degrees, source and receiver apertures not to exceed 10 minutes of arc, and CIE 1930 (2 degree) standard observer per ASTM D4956.

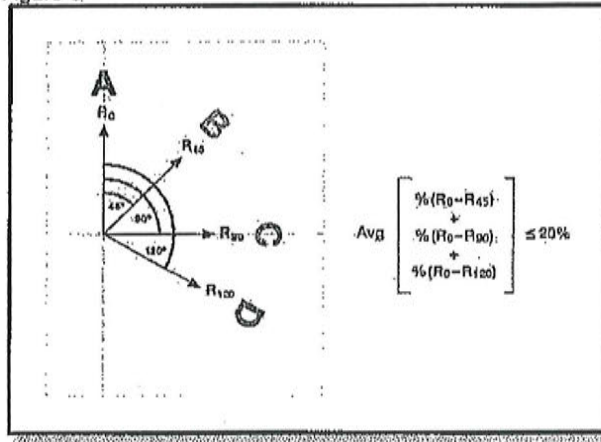
Avery Dennison® T-6500-A HIP Series High Intensity Microprismatic Retroreflective Film

Issued: September 2020

Sheeting Orientation:

The American Association of State Highway Transportation Officials (AASHTO) has recognized that some retroreflective films are rotationally (orientation) sensitive. Because this impacts sign luminance, AASHTO has defined a specification to measure orientation performance. Figure C shows how the orientation sensitivity is measured. In order for a film to be considered rotationally insensitive the average percent difference (shown in Figure C) must be less than or equal to 20%.

Figure C



When measured for orientation sensitivity as described in AASHTO M 268-10, all Avery Dennison sheeting, both beaded and prismatic, pass the specification as **rotationally insensitive**. Therefore no special identification marks or other features (such as a datum mark, or distinctive seal pattern) are required to denote optimum orientation for sheeting. Because the user can expect visual uniformity regardless of orientation, no costly and cumbersome fabrication techniques are required to orient sheets, cut sign legend or border tape during sign fabrication.

Specifying agencies and sign fabricators are cautioned that some retroreflective sheetings, even of the same ASTM "Type" may not provide consistent luminance for desired night visibility if the sheeting is not applied in the optimal, or in uniform orientation. Agencies and fabricators should be aware of this concern and discuss the potential effects of rotation on luminance of specific sheetings with their material supplier before beginning installation and/or fabrication.

Product Data Sheet
Page 4 of 7
Reflective Solutions
7542 North Natchez Ave.
Niles, IL 60714

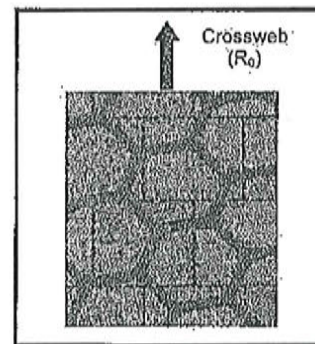
T-6500-A Series sheeting is Omni-Directional and passes the AASHTO specification as being **rotationally insensitive**.

Retroreflectivity R_A values taken per ASTM E810
0.5° Observation angle and
-4° or 5° Entrance angle

As a datum for laboratory measurements R_0 is identified in the crossweb direction. See

Note that measurements to ensure conformance to EN-12899 requirements shall use a datum axis that is rotated - 5° with respect to the cross-web axis

Figure D



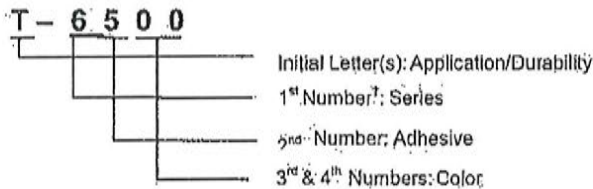
www.reflectives.averydennison.com

Avery Dennison® T-6500-A HIP Series

High Intensity Microprismatic Retroreflective Film

Issued: September 2020

Nomenclature:



Initial Letter	Application	Durability*
T	Traffic/Permanent Sheeting	10 year
W	Work Zone Sheeting	3 year
WR	Work Zone Reboundable	3 year

* See your local representative for complete details.

Series	3400
--------	------

2 nd Number	Substrate
1	Pressure Sensitive for Plastic Substrates
4	Pressure Sensitive for Aluminum Substrates

3 rd & 4 th Numbers	Color
00	White
01	Yellow
04	Orange
05	Blue
07	Green
08	Red
09	Brown
11	Fluorescent Yellow
13	Fluorescent Yellow-Green
14	Fluorescent Orange
42	4" LEFT Orange Pre-Striped Barricade
43	4" RIGHT Orange Pre-Striped Barricade
44	6" LEFT Orange Pre-Striped Barricade
45	6" RIGHT Orange Pre-Striped Barricade

OmniCube is the exception and leads with the number 11

WARRANTY

Avery Dennison T-6500-A Series prismatic retroreflective sheeting ("Product(s)") are warranted to be free from defects in material and workmanship for one (1) year from date of purchase (or the period stated on the specific product information literature in effect at time of delivery, if longer). It is expressly agreed and understood that Avery Dennison's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited to repair or replacement of defective Product without charge at Avery Dennison's plant or at the location of Product (at Avery Dennison's election), or in the event replacement or repair is not commercially practical, to Avery Dennison's Issuing Purchaser a credit reasonable in light of the defect in the Product.

CONDITIONS

This warranty shall be effective only if all of the following conditions are met.

Fabrication and/or installation must occur within one (1) year from the date of purchase.

The failure must have resulted solely from a manufacturing defect or deterioration of the Product due to natural causes under the Performance Warranty. Without limiting the generality of the foregoing, there is no warranty for the failure of the sheeting due to improper sign fabrication, storage, handling, installation, maintenance, failure of the sign substrate, vandalism or mischief. Sign color fading, cracking, chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

Avery Dennison has published instructional bulletins pertaining to the storage, handling, and cleaning of Product, approved substrates, and application procedures (collectively, the "Procedures"). The Product must have been processed and applied to blank, clean material in accordance with the Procedures, as such may be amended from time to time. Avery Dennison reserves the right to reject any warranty claim where the fabricator or installer cannot satisfactorily prove, or demonstrate that the Avery Dennison procedures were utilized. The date of installation, warranty registration, and claim procedures, established by Avery Dennison must be followed, and failure to follow such procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces. The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet including adhesive and other material product data sheets.



Avery Dennison® T-6500-A HIP Series

High Intensity Microprismatic Retroreflective Film

Issued: September 2020

Characteristics:

Property	Value	Instructional Bulletins
Shelf-Life	1 year from date of purchase when stored at the following conditions; 65°-75°F (18°-24°C) and 50% ± 5% R.H.	#8.00
Typical film Caliper	12 - 13 mils (304 - 330µ)	N/A
Min. Application Temperature	50° F (10° C)	#8.10
Service Temperature	-10°F to +150°F (-23°C to + 65°C)	#8.00
Screen Printing	Long term durability of screen printing in combination with HIP series sheeting is warranted when used with approved inks and overlays. See Page 7.	#8.30 #8.55

ADDITIONAL LIMITATIONS

Unintended Use: This warranty only applies to Product that is used by professional converters and installers for the defined end uses and in the combinations described in the applicable Avery Dennison Product Data Sheets and Instructional Bulletins. For any other use, the user is responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the user agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or expenses, including attorneys fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters or installers in accordance with the Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces; and cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the converters, installers or other users responsibility to perform incoming raw material quality inspections, to assure proper surface preparation and that approved application procedures are followed, to retain converted samples, and to immediately cease using and notify Avery Dennison and/or its authorized agent or distributor of any Product Materials and/or finished Product discovered to be (or reasonably capable of being discovered to be) defective. Misuse and Force Majeure: Avery Dennison has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to; vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals, pollutants, including industrial and volcanic ash. Damage from fire, structural failure, lightning, accidents, and other force majeure events are not covered by this warranty. Third Party Product: Avery Dennison assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where installer or converter uses or reference is made to a commercially available product, made by another manufacturer, it shall be the responsibility of the user, installer or converter to ascertain the precautionary measures for its use outlined by the manufacturer.

The remedies provided under this warranty are exclusive. In no event shall Avery Dennison be responsible for any direct, indirect, incidental or consequential damages or specific relief whether foreseeable or not, caused by defects in such Product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Avery Dennison's negligence. In no event shall Avery Dennison's liability hereunder exceed the remedies specifically set forth in this warranty. Avery Dennison's liability shall be limited, at Avery Dennison's option, to the purchase price, replacement of the defective Product and in some cases when authorized by Avery Dennison the repair and replacement of the defective Product.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHERS, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.

Product Data Sheet
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Reflective Solutions
7542 North Natchez Ave.
Niles, IL 60714



www.reflectives.averydennison.com

Avery Dennison® T-6500-A HIP Series

High Intensity Microprismatic Retroreflective Film

Issued: September 2020

Converting Information:

The following Avery Dennison literature will provide information to the user for proper application, storage, and other requirements. Find the latest information on the Avery Dennison website, www.reflectives.averydennison.com. We encourage you to check our website periodically for updates.

Approved Screen Printing Inks, Overlays, and Printer Systems:

Supplier	Series	System	Instructional Bulletins
Avery Dennison	4830 Inks	1 Part Solvent	#8.40
Avery Dennison	UVTS Nozdar	UV	#8.38
Avery Dennison	OL-2000	Acrylic Overlay	#8.01, #8.10, #8.25
Avery Dennison	OL-1000	Anti-Graffiti	#8.01, #8.10

* See Instructional Bulletin for overlay requirements.

Instructional Bulletins:

Film Care & Handling	#8.00
Substrate Requirements	#8.01
Application Techniques for PS Film	#8.10
Cutting Methods	#8.20
Computer Sign Cutting	#8.25
Screen Preparation	#8.30
Troubleshooting Printing & Processing	#8.34
Ink Recommendations Guide	#8.55

Substrates:

The application of Avery Dennison HIP Series sheeting is limited to properly prepared substrate. For the T-6500-A Series, application is limited to properly prepared Aluminum. Users are urged to carefully evaluate, under actual use conditions, any film application to other substrates. Failure of film caused by other substrates, materials, contamination, or improper surface preparation is not the responsibility of Avery Dennison. See Instruction Bulletin #8.01 for full details on substrate requirements.

DEFINITIONS

Durability: means that the Product is a finished graphic, panel or sign situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such that the finished sign, panel or graphic is ineffective for its identification when viewed under normal conditions from the intended viewing distance.

Outdoor Durability: is based on normal middle European and central North American outdoor exposure conditions and application to recommended surfaces. Actual performance will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic, panel or sign. In case the finished graphic, panel or sign is in areas of high temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability may be reduced. Please see your local Avery Dennison representative for changes to warranties based on such localized conditions.

Vertical Exposure: means that the face of the finished graphic is 10° from vertical.

Non-Vertical Exposure: means that the face of the finished graphic is greater than 10° from vertical and greater than 5° from horizontal. Retroreflective films are not warranted for this exposure.

Flat surfaces: means a two dimensional flat surface without protruding objects.

Weathering Effects: Some degradation of Product performance over time is considered normal wear. Slight color fading, chalking, edge chipping, or slight reduction in gloss or reflectivity due to normal wear, exposure, and other natural weathering, environmental or other conditions or damage caused by: tornadoes, hurricanes, wind, excessive ice buildup or extraordinary frozen, particulate conditions, large hail stones or other acts of God, do not constitute a breach of warranty or give rise to any liability by Avery Dennison.

Printing, Curing and Ink Defects: Ink containing flaws, failures or other defects, or other failures due to improper printing conditions or settings including, but not limited to, unsuitable color calibration, incorrect ICC color profile or incompatible printing, do not constitute a breach of warranty. Product failure caused by ink oversaturation, excessive or under curing, failure of ink to render desired colors on Product, or other treatment or processing errors are not warranted.

Adhesion to Application Surfaces: This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a layer bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, outgas, or become damaged beneath the Product.

INDEPENDENT TESTING REQUIRED

All statements, technical information and recommendations about Avery Dennison products are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All Avery Dennison products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.

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Reflective Solutions
7542 North Natchez Ave.
Niles, IL 60714



www.reflectives.averydennison.com

Avery Dennison® OL-1000 Series

Transparent Overlay Film

ISSUED: DEC 2020

Overview

Avery Dennison OL-1000 Anti Graffiti film is a high quality, clear, pressure-sensitive overlaminate film designed to protect finished signs. Laminate OL-1000 Anti Graffiti film over signs with ink printed systems or electronic cut overlay films to protect from vandalism and solvents. Most types of graffiti can be cleaned from the surface of this film.

Availability

Series/Color:

OL-1000 Clear

Characteristics

Construction	High gloss fluoropolymer film and a permanent pressure-sensitive adhesive protected with PET or paper liner.
Typical Film Caliper	1.7 - 2.7 mils (43 - 69 µm)
Durability	Up to 15 years, vertical exposure only. Warranty is dependent on base sheeting.
Watermark	OL-1000 Does not have a watermark. Watermarks may vary due to local regulations. Contact Avery Dennison for details.
Service Temperature	-10°F to +150°F (-23°C to + 65°C)
Min. Application Temperature	65°F (18°C)
Shelf-life	1 year from the date of purchase when stored at 65°-75°F (18°-24°C) 50% ± 5% R.H.

Converting

- Designed to be used with Avery Dennison Reflective Films
- Designed as a protective overlay for screen printed or digitally printed signs
- Designed to be used as part of the Integrated Component System of Avery Dennison Reflective Films

Substrates

Avery Dennison OL-1000 Series Overlay Film is limited to properly prepared Avery Dennison reflective film. Users are urged to carefully evaluate, under actual use conditions, any film application to other substrates. Failure caused by other substrates, materials, contamination, or improper surface preparation is not the responsibility of Avery Dennison. Please refer to Instructional Bulletins for full details of substrate requirements.

Solvent Resistance

When properly processed and applied, the film is resistant to most common solvents. When tested according to LS-300C, Section 3:6.2, immersion in the following solvents for the specified length of time the film shows no deterioration:

Kerosene	10 minutes
Turpentine	10 minutes
Toluene	1 minutes
Xylene	1 minutes
Methyl Alcohol	1 minutes



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reflective.orders@averydennison.com
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Instructional Bulletins

Please refer to Instructional Bulletins which detail proper handling, storage, and converting of Avery Dennison retroreflective films, overlays, inks, and application tapes. Instructional Bulletins may be found in the Customer Tools section of our [website](#).

Warranty

WARRANTY

Avery Dennison OL-1000 Series Overlay Film ("Product(s)") are warranted to be free from defects in material and workmanship for one (1) year from date of purchase (or the period stated on the specific product information literature in effect at time of delivery, if longer). It is expressly agreed and understood that Avery Dennison's sole obligation and Purchaser's exclusive remedy under this warranty, under any other warranty, express or implied, or otherwise, shall be limited to repair or replacement of defective Product without charge at Avery Dennison's plant or at the location of Product (at Avery Dennison's election), or in the event replacement or repairs is not commercially practical, to Avery Dennison's issuing Purchaser a credit reasonable in light of the defect in the Product.

CONDITIONS

This warranty shall be effective only if all of the following conditions are met:

Fabrication and/or installation must occur within one (1) year from the date of purchase.

The failure must have resulted solely from a manufacturing defect or deterioration of the Product due to natural causes under the Performance Warranty. Without limiting the generality of the foregoing, there is no warranty for the failure of the sheeting due to improper sign fabrication, storage, handling, installation, maintenance, failure of the sign substrate, vandalism or mischief, slight color fading, cracking, chalking, edge lifting, or slight reduction in gloss or reflectivity will not materially detract from appearance and does not constitute a breach of warranty.

Avery Dennison has published instructional bulletins pertaining to the storage, handling, and cleaning of Product, approved substrates, and application procedures (collectively, the "Procedures"). The Product must have been processed and applied to blank, clean material in accordance with the Procedures, as such may be amended from time to time. Avery Dennison reserves the right to reject any warranty claim where the fabricator or installer cannot satisfactorily prove or demonstrate that the Avery Dennison procedures were utilized. The date of installation, warranty registration, and claim procedures established by Avery Dennison must be followed, and failure to follow such procedures shall void this warranty. Replacement Product carries only the unexpired warranty portion of the Product it replaces. The Product must be properly stored and applied within the shelf-life as stated in the applicable Avery Dennison Product Data Sheet including adhesive and other material product data sheets.

ADDITIONAL LIMITATIONS

Unintended Use: This warranty only applies to Product that is used by professional converters and installers for the defined end uses and in the combinations described in the applicable Avery Dennison Product Data Sheets and Instructional Bulletins. For any other use, the user is responsible for determining the suitability of the Product, and for any and all risk or liability associated with that use or application, and the user agrees to indemnify, defend and hold harmless Avery Dennison for any claims, losses, damages, judgments, expenses and/or costs, including attorneys fees, resulting from such use or application. This warranty is expressly conditioned on the Product being processed by professional converters or installers in accordance with the Avery Dennison recommended written processing instructions, and being applied to properly prepared surfaces and cleaned and maintained in accordance with recommended Avery Dennison procedures. It is the converters, installers or other user's responsibility to perform incoming raw material quality inspections, to assure proper surface preparation and that approved application procedures are followed, to retain converted samples, and to immediately cease using and notify Avery Dennison and/or its authorized agent or distributor of any Product, Materials and/or finished Product discovered to be (or reasonably capable of being discovered to be) defective.

Misuse and Force Majeure: Avery Dennison has no obligations or liability under this warranty with respect to Product that has been altered, modified, damaged, misused, abused, subject to accident, neglected or otherwise mishandled or improperly processed or installed. Product is not warranted against premature failure caused by chemical, environmental or mechanical means such as, but not limited to, vandalism, cleaning solutions, paints, solvents, moisture, temperature, mechanical washing equipment, engine fuel spills, engine exhaust, steam, organic solvents or other spilled chemicals/pollutants, including industrial and volcanic ash. Damage from fire, structural failure, lightning, accidents, and other force majeure events are not covered by this warranty.

Third Party Product: Avery Dennison assumes no responsibility for any injury, loss or damage arising out of the use of a product that is not of our manufacture. Where installer or converter uses or reference is made to a commercially available product, made by another manufacturer, it shall be the responsibility of the user, installer or converter to ascertain the precautionary measures for its use outlined by the manufacturer.

The remedies provided under this warranty are exclusive. In no event shall Avery Dennison be responsible for any direct, indirect, incidental or consequential damages or specific relief whether foreseeable or not, caused by defects in such Product, whether such damage occurs or is discovered before or after replacement or credit, and whether or not such damage is caused by Avery Dennison's negligence. In no event shall Avery Dennison's liability hereunder exceed the remedies specifically set forth in this warranty. Avery Dennison's liability shall be limited, at Avery Dennison's option, to the purchase price, replacement of the defective Product and in some cases when authorized by Avery Dennison the repair and replacement of the defective Product. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHERS; ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND MANUALLY SIGNED BY AN OFFICER OF AVERY DENNISON.**

DEFINITIONS

Durability: means that the Product in a finished graphic, panel or sign situated outdoors, subject to the limitations herein and Avery Dennison Product Data Sheets and Instructional Bulletins, and applied to recommended surfaces, will not deteriorate excessively such that the finished sign, panel or graphic is ineffective for its identification when viewed under normal conditions from the intended viewing distance.

Outdoor Durability: is based on normal middle European and central North American outdoor exposure conditions and application to recommended surfaces. Actual performance life will depend on a variety of factors, including but not limited to substrate preparation, exposure conditions and maintenance of the Product and finished graphic, panel or sign. In case the finished graphics, panel or sign is in areas of high temperatures or humidity, in industrially polluted areas or other areas with air laden particulate matter, and/or in high altitudes, Outdoor Durability may be reduced. Please see your local Avery Dennison representative for changes to warranties based on such localized conditions.

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Weathering Effects: Some degradation of Product performance over time is considered normal wear. Slight color fading, chalking, edge lifting, or slight reduction in gloss or reflectivity due to normal wear exposure and other natural weathering, environmental or other conditions or damage caused by tornadoes, hurricanes, wind, excessive ice buildup or extraordinary frozen particulate conditions, large hailstones or other acts of God, do not constitute a breach of warranty or give rise to any liability by Avery Dennison.

Printing, Curing and Ink Defects: Ink contaminations, failures or other defects; or other failures due to improper printing conditions or settings including, but not limited to, unsuitable color calibration, incorrect ICC color profile or incompatible printing, do not constitute a breach of warranty. Product failure caused by ink over-saturation, excessive or under curing, failure of ink to render desired colors on Product, or other treatment or processing errors are not warranted.

Adhesion to Application Surfaces: This warranty does not cover the Product if the application surface is not properly prepared; nor does the warranty cover the Product or damage to the substrate because the layers of the substrate separate due to a lower bond between those layers than the bond between the Product and the top layer of the substrate, or surfaces which subsequently crack, peel, outgas, or become damaged beneath the Product.

INDEPENDENT TESTING REQUIRED: All statements, technical information and recommendations about Avery Dennison products are based upon tests and information believed to be reliable but do not constitute a guarantee or warranty of any kind. All Avery Dennison products are sold with the understanding that Purchaser has independently determined the suitability of such products for its intended and other purposes.



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EXHIBIT D

Columbus Consolidated Government

*METRA Adopt-A-Stop Signs
(Annual Contract)*

RFB No. 22-0021

Osburn Associates, Inc.

Clarification Documents

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

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

December 7, 2021

Osburn Associates, Inc
Attn: Ms. Jennifer Treadway
5240 Snapfinger Park Dr, Suite 115
Decatur, GA 30035

Email: jennifert@osburns.com

Re: METRA Adopt-A-Stop Signs - RFB No. 22-0021

Dear Ms. Treadway,

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

- H. Sample Itemized Invoice

*"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 E-Verify and the form "Communications 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 documents to Patti Postorino, Buyer, at Postorino.patti@columbusga.org or fax to 706-225-4086 by Thursday, December 9, 2021 at 5:00 pm.

Sincerely,

Andrea J. McCorvey
Purchasing Division Manager



Invoice

Date	2/1/2022
Invoice #	290700
S.O. #	260946
Ship Date	2/1/2022
Due Date	3/3/2022

Bill To
Columbus Consolidated Government
Accounting Div - Accounts Payable
PO Box 1340
Columbus, GA 31902

Ship To
METRS Transit System
Attn: Robert Sheridan
814 Linwood Blvd
Columbus, GA 31901

Ship Via	Customer P.O. #	FOB	Rep	Terms	Brand	Tracking #	
BEST WAY	PO # HERE	1		Net 30			
Item	Description	Ordered	Prev. Invoiced	Invoiced	Rate	Amount	
/Misc. TYPE IV SL...	SIGN, 12" X 18", .080, ADOPT-A-STOP SIGNS, TYPE IV HIP DIGITALLY PRINTED W/ OVERLAY	15	0	15	18.75	281.25	
	DELIVERED W/ CONTRACT PRICING (RFB 22-0021)						
	****SAMPLE INVOICE FOR BID AWARD						
	Total sales tax calculated by AvaTax				0.00	0.00	

All Avery TrafficJet Signs now come with complimentary Anti-Graffiti film and extended warranty. Type IV is now 12 years and Type XI is 15 years.

Thank you for the order, Jennifer

Subtotal \$281.25

RETURNED GOODS ARE SUBJECT TO A RESTOCKING CHARGE AND NO CREDIT WILL BE ISSUED ON GOODS RETURNED WITHOUT PRIOR AUTHORIZATION. A SERVICE CHARGE OF 1.5% WILL BE APPLIED TO ALL PAST DUE AMOUNTS.

Total \$281.25

REPORT ALL SHORTAGES OR DISCREPANCIES WITHIN 7 DAYS OF RECEIPT OF GOODS. DAMAGED GOODS SHALL BE REPORTED WITHIN 24 HRS OF RECEIPT

Payments/Credits \$0.00

Any dispute involving this invoice shall be settled in Hocking County under the laws of the State of Ohio.

Balance Due \$281.25