

COLUMBUS CONSOLIDATED GOVERNMENT

CONTRACT ROUTING MEMORANDUM

DATE: March 1, 2018

SUBJECT: Court Reporter Services for Recorder's Court (Annual Contract); RFP No. 18-0014


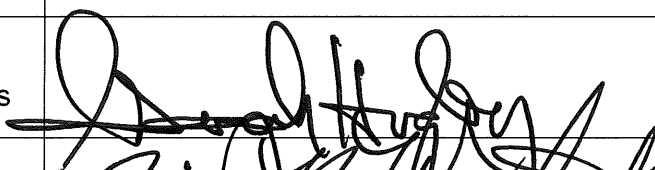

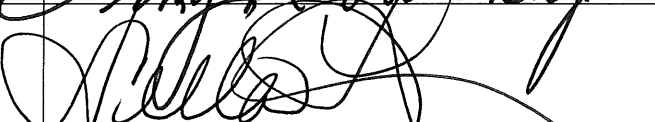
FROM: Della Lewis, Purchasing Division

Please route for appropriate signatures the (3) copies of the attached contract with Bobby L. Russell (Columbus, GA) for court reporter services. Bobby L. Russell will provide the services, on an as needed basis, for all preliminary felony hearings in Recorder's Court.

The contract term shall be for two (2) years, January 31, 2018 through January 30, 2020, with the option to renew for three (3) additional twelve-month periods. The contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

Funds are budgeted each fiscal year for this ongoing expense: Recorder's Court – Contractual Services; 0101-580-1000-RECC-6319.

Council authorized this contract on January 30, 2018, per Resolution No. 33-18.

Signatories	Signatures Required (<i>No initials please</i>)	Date
Purchasing Division Manager: Signature of Approval		3/1/18
City Attorney: Approved as to Form	Form Approved. CEF, City Attorney	3/1/18
City Manager: Signature Required on Contracts		3/1/18
Clerk of Council: Attest / Seal		3/2/18
Buyer: Process / Distribute		03/05/18

After the contract has been fully executed, please contact Della Lewis (ext. 3072) for distribution.

A RESOLUTION

NO. 33-18

C.M. 01-23-18(6)(B)
Consent Agenda 01-30-18(1)
"ITEM B"

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH BOBBY L. RUSSELL (COLUMBUS, GA) TO PROVIDE COURT REPORTER SERVICES FOR ALL PRELIMINARY FELONY HEARINGS IN RECORDER'S COURT.

WHEREAS, an RFP was administered (RFP No. 18-0014) and one proposal was received; and,

WHEREAS, the proposal submitted by Bobby L. Russell met all proposal requirements; and,

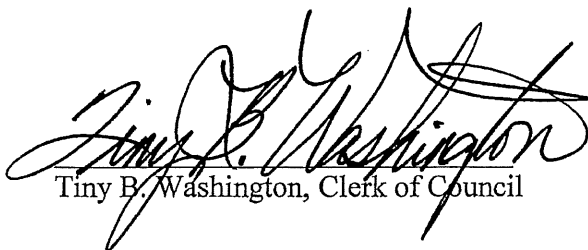
WHEREAS, the initial term of the contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. The contract renewals will be contingent upon the mutual agreement of the City and the Contractor.


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

That the City Manager is hereby authorized to execute an annual contract with Bobby L. Russell (Columbus, GA) to provide court reporter services for all preliminary felony hearings in Recorder's Court. The services will be procured on an as-needed basis. Funds are budgeted each fiscal year for this ongoing expense: Recorder's Court – Contractual Services; 0101-580-1000-RECC-6319.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 30th day of January, 2018 and adopted at said meeting by the affirmative vote of eight members of said Council.

Councilor Allen voting	<u>YES</u>
Councilor Baker voting	<u>YES</u>
Councilor Barnes voting	<u>ABSENT</u>
Councilor Davis voting	<u>YES</u>
Councilor Garrett voting	<u>YES</u>
Councilor Henderson voting	<u>YES</u>
Councilor Huff voting	<u>ABSENT FOR VOTE</u>
Councilor Thomas voting	<u>YES</u>
Councilor Turner Pugh voting	<u>YES</u>
Councilor Woodson voting	<u>YES</u>


Tiny B. Washington, Clerk of Council


Teresa Pike Tomlinson, Mayor

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

100 Tenth Street, P. O. Box 1340
Columbus, Georgia 31902-1340
706.653.4105, Fax 706.225.3033
BidLine 706.225.4536
www.columbusga.org

January 30, 2018

Mr. Bobby L. Russell
5322 Shanna Lane
Columbus, Georgia 31907

Re: Court Reporter Services for Recorder's Court (Annual Contract); RFP No. 18-0014

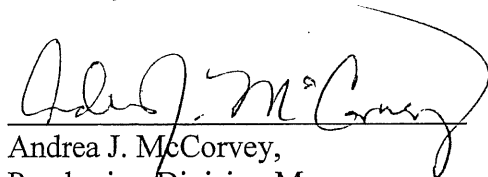
Dear Mr. Russell,

Thank you again for extending the current contract (RFP No. 12-0027) through January 30, 2018. During today's Consent Agenda/Work Session, Columbus Council authorized the execution of the new annual contract referenced above. It typically takes approximately one (1) week to fully execute a contract. Therefore, this is your notification to begin work on January 31, 2018, under the new contract terms and conditions, while the new contract is being routed.

The new contract period shall be for two (2) years, **January 31, 2018 through January 30, 2020**, with the option to renew for three (3) additional twelve-month periods. The contract renewals shall be contingent upon the mutual agreement of you and Columbus Consolidated Government.

The City has confidence in your ability to fulfill the requirements of the contract and looks forward to a continued business relationship that will be beneficial to both parties.

Sincerely,



Andrea J. McCorvey,
Purchasing Division Manager

CONTRACT

This contract, executed this 2nd day of March 2018, by and between the Consolidated Government of Columbus, Georgia, hereinafter called the "City", and **BOBBY L. RUSSELL (COLUMBUS, GA)**, hereinafter called the "Contractor".

WITNESSETH:

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

1. That the Contractor met all proposal requirements to provide **COURT REPORTER SERVICES FOR RECORDER'S COURT (ANNUAL CONTRACT) – RFP No. 18-0014** and was awarded the Contract by Columbus Council on Tuesday, January 30, 2018, per the attached **RESOLUTION No. 33-18**. The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods, 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 labor, materials, and equipment required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the Contractor's business requirements; the City's Request for Proposals dated November 17, 2017; and the Contractor's proposal dated December 6, 2017; and the negotiation documents, which are attached hereto as exhibits "A", "B", "C" and "D" and respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.

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

FORM 6

CONTRACT SIGNATURE PAGE

Court Reporter Services for Recorder's Court (Annual Contract) RFP No. 18-0014

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.

ATTEST:

Inna Russell, J. Russell
Witness as to the signing of the contract

Morgan Podge
Witness as to the signing of the contract

(Corporate Seal)

By: Bobby Russell 2/12/18
Signature of Authorized Representative Date

Bobby Russell Court Reporter
Print Name and Title of Signatory

Company: Bobby Russell

Address: 5322 Shanna LN
Col. Ga 31907

Telephone: 706 464-0319

Fax: 1

Email: Bobby Russell 375 @ Gmail
com

CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA

Accepted this 2nd day of March 2018

Isaiah Hugley
Isaiah Hugley, City Manager

ATTEST:

Tiny B. Washington
Tiny B. Washington, Clerk of Council

APPROVED AS TO LEGAL FORM:

Clifton C. Fay, City Attorney
Clifton C. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. B33-18

Tiny B. Washington
Clerk of Council

2018 FEB 14 PM 2:52

***COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL**

EXHIBIT A

Business Requirements

The vendor's business documents are redacted

These documents are on file with Columbus Consolidated Government:

Finance Department/Purchasing Division
Government Center – 5th Floor
100 10th Street
Columbus, Georgia 31901

To view the documents, contact the Purchasing Division at 706-225-3072.

EXHIBIT B

Columbus Consolidated Government

Court Reporter Services for Recorder's Court (Annual Contract)

RFP No. 18-0014

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-225-3033
www.columbusga.org

December 13, 2017

ADDENDUM NO. 1

Court Reporter Services for Recorder's Court (Annual Contract)
RFP No. 18-0014

Proposals should include acknowledgement of receipt for all Addenda.

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

QUESTIONS/RESPONSES

- Question 1: Who is the current vendor providing these services?
Response: **Bobby L. Russell (Columbus, GA) is currently contracted to provide Court Reporter Services for Recorder's Court.**
- Question 2: What is the current pricing for these services? Rates and/or total value of current contract?
Response: **The current pricing is \$180.00 per day and \$3.50 per page.**
- Question 3: Is there any historical data regarding the number of transcripts produced monthly/yearly?
Response: **During the period of January 2, 2017 through December 2, 2017, the current contractor transcribed 20,453 pages.**
- Question 4: Are reporters needed every day, Monday – Friday, or only on specific days/as requested.
Response: **Morning and afternoon court is held every day, Monday – Friday. Court reporter services are only needed for felony cases; the court reporter leaves after the felony cases are finished. It is estimated that the court reporter is in court less than three (3) hours per day.**
- The court reporter does come in on Saturdays for setting of bonds on individuals that are in jail. The average is less than one and a half hours (1.5) per Saturday in court.**
- Question 5: The solicitation states that we can't bill for dismissed hearings, but aren't they already rolled into the monthly and/or annual appearance rate?
Response: **Yes, the successful contractor shall be paid on a monthly basis.**

Question 6: Could you please clarify the A or B certified reporters? All reporters are certified in the state of Georgia, is being an A or B certified reporter and additional certification?

Response: ***SPECIFICATION CHANGE: (Page 14, Section V., Qualification Requirements)***

The court reporter shall be properly certified by the state of Georgia to provide the specified Court Reporter services.

Question 7: Will the court inform the vendor in all instances in which they will not need a transcript to be created or delivered?

Response: **This is usually not necessary since the court reporter only provides services for felony cases, which are called on the jail docket and are not incorporated with other dockets.**

Question 8: Could you please clarify the number of reporters required per day? Will there be hearings happening simultaneously every day?

Response: **One court reporter is needed for the morning jail docket and the afternoon jail docket, Monday – Friday, and for the setting of bonds on Saturdays at 9:00 AM.**

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

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



**FINANCE DEPARTMENT
PURCHASING DIVISION**

100 TENTH STREET, P. O. Box 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-225-3033
www.columbusga.org

Date: November 17, 2017

REQUEST FOR PROPOSALS: RFP No. 18-0014	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: COURT REPORTER SERVICES FOR RECORDER'S COURT (ANNUAL CONTRACT)
GENERAL SCOPE	Columbus Consolidated Government is requesting proposals for court reporter services for all preliminary felony hearings at Recorder's Court. Columbus Consolidated Government will procure the services on an as-needed basis, and the contract shall commence on February 1, 2018 (date subject to change). Existing City employees are prohibited from providing court-reporting services for Recorder's Court.
DUE DATE	DECEMBER 15, 2017 – 5:00 PM (EST) Sealed proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5 th Floor, Government Center, 100 Tenth Street, Columbus, Georgia.
ADDENDA	<u>IMPORTANT INFORMATION</u> The Purchasing Division will post addenda (if any) for this project 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 proposal.
NO PROPOSAL SUBMISSION	<i>If you are not interested in this solicitation, please complete and return page 3.</i>

Andrea J. McCorvey,
Purchasing Division Manager

IMPORTANT INFORMATION

E-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors, and began using the Georgia Procurement Registry e-notification system.

You must register with the Team Georgia Marketplace to receive future procurement notifications at <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 PROPOSAL SUBMISSION"

Notify the Purchasing Division if you do not intend to submit a Proposal:

Email dlewis@columbusga.org or return this form, via fax or mail, to:

Fax number 706-225-3033

Attn: Della Lewis, CPPB

Buyer Specialist

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP NO. 18-0014** for **COURT REPORTER SERVICES FOR RECORDER'S COURT (ANNUAL CONTRACT)** for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/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)

Comments: _____

COMPANY NAME: _____

AGENT: _____

DATE: _____

EMAIL: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 AND 3-111 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$25,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$25,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

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. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

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: Della Lewis, Buyer Specialist
Email dlewis@columbusga.org or
Fax 706-225-3033

Re: **RFP No. 18-0014; Court Reporter Services for Recorder's Court (Annual Contract)**

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

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

COURT REPORTER SERVICES FOR RECORDER'S COURT (ANNUAL CONTRACT)

Columbus Consolidated Government is requesting proposals for court reporter services for all preliminary felony hearings at Recorder's Court. Columbus Consolidated Government will procure the services on an as-needed basis, and the contract shall commence on February 1, 2018 (date subject to change). **Existing City employees are prohibited from providing court-reporting services for Recorder's Court.**

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: DECEMBER 15, 2017 NO LATER THAN 5:00 PM (EST). Submit one (1) original and nine (9) identical hard copies of the proposal. *For proper identification the proponent's complete name and address should appear on the exterior of the proposal package.*

To achieve uniform review process and maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder and organized in tabbed sections. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package. The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government
Purchasing Division

RE: RFP No. 17-0018; Court Reporter Services (Annual Contract)

Mail: P.O. Box 1340
Columbus, Georgia 31902-1340

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

B. RECEIPT OF PROPOSALS:

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:

Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **If awarded the contract, payments will only be made to the offerors submitting the proposal. Columbus Consolidated Government will not be responsible for payments to subcontractors.**

D. QUESTIONS ABOUT THE RFP:

Communication concerning any Bid/Proposal currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions..." within this proposal package.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent 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.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

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

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

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.

K. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor 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.

L. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

M. 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.

N. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

O. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

P. PROVISIONS OF THE PROCUREMENT ORDINANCE:

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

Q. INSURANCE:

All respondents shall maintain, and if requested, show proof of insurance applicable for services described in these specifications.

R. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

S. TERMINATION OF CONTRACT:

1. **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 nonperformance 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 will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will 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.
3. **Excuses 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 (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) 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 was 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 anyone 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.

T. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

U. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

V. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

W. GOVERNING LAW:

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

X. FINAL CONTRACT DOCUMENTS:

It is understood that the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendors(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; 6) Additional Agreements required by Awarded Vendor(s); and 7) Awarded Vendor(s) Business Requirements.

Y. 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.

Z. 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.

NOTICE TO VENDORS

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

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

SPECIFICATIONS COURT REPORTER SERVICES FOR RECORDER'S COURT (ANNUAL CONTRACT)

I. SCOPE

Columbus Consolidated Government is requesting proposals for court reporter services for all preliminary felony hearings in Recorder's Court. Columbus Consolidated Government will procure the services on an as-needed basis, and the contract shall commence on February 1, 2018 (date subject to change). **Existing City employees are prohibited from providing court-reporting services for Recorder's Court.**

II. CONTRACT TERM

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

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract period.

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

B. Termination for Convenience:

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

III. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial five (5) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by January 30th so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin July 1.

The using agencies and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. **If approved, the price increase shall not commence until the next fiscal year, which will begin July 1.**

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

IV. CONTRACT MONITORING

The Chief Clerk of Recorder's Court will be responsible for monitoring the contract. Contract violations will be reported to the Chief Clerk of Recorder's Court. A \$50.00 penalty per day, per transcript, will be charged for violation of the 14-day rule. The penalty will be deducted from the vendor's request for payment, if the 14-day rule is violated. The vendor will be notified of the amount that will be deducted, the violation (s) and the number of late transcripts. *(Refer to Section V below regarding rules, requirements and penalties).*

V. QUALIFICATION REQUIREMENTS

- A. Firms submitting proposals are required to employ an A or B certified court reporters.
- B. An A or B certified court reporter is required for all Recorder's Court proceedings, to record preliminary felony hearings. The A and B designations indicate that the individual has passed either the A or B versions of the certification test to be certified as a court reporter.
- C. A list of A or B certified court reporters, which may substitute for the contractor, must be submitted to the City. It is impermissible to request that a recorder be turned on in court when the reporter is not available. An A or B certified court reporter is required to be in court and on time for each proceeding. A person that is not an A or B certified court reporter cannot be used as a substitute. Failure to comply with providing a certified court reporter in the courtroom will result in the City paying for coverage of the court by a certified court reporter; the contracted vendor will reimburse the City for the expense.
- D. The City only provides a recording system for the Clerk of Court. Contractor must supply all needed equipment to fulfill the requirements of the contract.
- E. It is the responsibility of the court reporter to employ and compensate a substitute court reporter in the event that court reporter is not available for a scheduled court.
- F. The Recorder's Court sessions are at 9:30 a.m. and 3:00 Monday through Friday and 9:00 a.m. on Saturdays. Contractor shall also cover additional Recorder's Court sessions for special situations, should they arise. The average time of the AM and PM court sessions is between 2 to 3 hours each. The reporter is required to be at Recorder's Court at 9:30 a.m. and 3:00 p.m.; and remain as designated by the Senior Recorder. Recorder's Court will notify the contracted vendor of the holiday schedule for the court.
- G. **Transcript Form Requirements**
 - 1. Original transcripts will be on 8½ x 11" paper, 15 lb. bond or better. Copies may be printed on 8½ x 11" paper, 10 lb bond or better.
 - 2. Indentations from the left margin for questions and answers shall be five (5) spaces on the first line and none (0) for the next lines.
 - 3. Indentations from the left margin for colloquy shall be ten (10) spaces.
 - 4. There shall be at least twenty-five (25) lines per page.
 - 5. Each line shall consist of at least sixty-two (62) available spaces.
 - 6. Each transcript, or separate bound portion thereof, shall have a separate cover sheet. The cover sheet shall set forth the heading of the case, the judge before whom the case was tried, the attorney for each party, the date of the trial, the court reporters' certification name and number.
 - 7. Each line of type will be nine (9) or more characters per inch.

H. Special Instructions

1. Transcripts are not needed when a defendant is bound over without a preliminary hearing.
2. Do not print copies of dismissed cases (keep copy of hearing, if necessary for a later date. Do not print copies and bill the City).
3. Continued cases which have no testimony at the time, shall not be submitted for payment by the Court Reporter.
4. The Court Reporter will provide a cover letter to indicate that a hearing has been waived.
5. The Recorder's Court cannot provide space for the vendor to do work during lag periods. The Judges have indicated that they will not agree to the court reporter doing other work during court sessions.

I. Delivery of Transcripts

1. The contracted vendor will deliver transcripts to the District Attorney's Office and the Public Defender's Office. The vendor will provide two duplicate lists of the defendants' names on the transcripts and the dates of the preliminary hearings. The list will be verified and signed for by Ms. Kathy Pound, Criminal Investigator, or her designee. Late transcripts will be identified on the list and copy will be forwarded to the Chief Clerk of Recorder's Court.
2. Once transcripts have been read and errors noted, the District Attorney's Office will immediately notify the Chief Clerk of Recorder's Court and forward the transcript back to the vendor. The vendor will have one week in which to correct the errors and return the corrected transcript to the District Attorney's Office. Transcripts, which are not returned within one week, will be considered late and subject to a penalty of \$50.00 per day per transcript. Transcripts will be delivered no later than two (2) calendar weeks after the preliminary hearing. When a one or two-day holiday period occurs during the 14-day period, the deadline will be extended the same number of days. When a transcript due date falls on a Saturday, the delivery date will be the next Monday. These rules will also apply to the transcripts submitted to the Public Defender.

VI. PRICING AND INVOICING

The court reporter will not be compensated for an appearance fee or a per page charge for transcripts. Monthly invoice will be submitted to the Chief Clerk of Recorder's Court and sent to the following address:

**Columbus Consolidated Government
Accounts Payable
P.O. Box 1340
Columbus, Georgia 31902-1340**

All invoices shall reference RFP No. 18-0014. Failure to reference the RFP No. 18-0014 may cause a delayed payment of the invoice.

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. INSURANCE

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist (Form 3)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder’s ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will be included with the contract documents prior to signing.

IX. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act/E-Verify, every public employer, every contractor of a public employer, and every subcontractor of a public employer’s contractor must register and participate in a federal work authorization program (see http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm). To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>. **A properly completed, notarized E-Verify Affidavit must be included with sealed proposal;** failure to do so will render the firm’s proposal non-responsive and ineligible for further consideration.

X. PROPOSAL PREPARATION AND SUBMISSION

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission; divide each section with identifying tabs.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify Affidavit*, the City reserves the right to request any omitted information. Firms 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 firm shall be deemed non-responsive and the proposal will not receive further consideration.

PART A. TECHNICAL PROPOSAL

Section 1: Transmittal Letter

Transmittal letter shall introduce the applicant/business, describe the ownership, include complete address, phone and fax numbers (if applicable), and include the name and email of contact person(s) during this proposal process. Include a statement to the effect that the proposal is binding for at least 120 days from the proposal date. **An authorized agent of the business must sign the transmittal letter.**

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (Form 1)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; **failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.** To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Addenda Acknowledgement

Acknowledge receipt for all addenda (if any). Addenda will be posted 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 before submitting a proposal.

Section 4: Qualifications and Experience

- a. Address in detail the firm's ability and experience in providing Court Reporter Services for the last three (3) years.
- b. Provide résumés of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- c. Provide contact person who will be directly responsible for this contract and direct telephone number and email address.

Section 5: Client Work History

Use **Form 2** to provide details of the three (3) most recent clients for which you have provided similar services within the last five (5) years. The City reserves the right to contact additional clients not listed by the Offeror.

Section 6: Cost Proposal Form

Complete and return **Form 5**.

Section 7: Contract Signature Page

Complete **Form 6**. City officials will sign the copies after Columbus Council approves the contract award with the successful firm. Contracts for Columbus Consolidated Government are typically comprised of the RFP specifications and addenda; the business documents of the successful firm; the proposal of the successful firms; cost proposal/negotiation documents; and any clarification documents.

PART B. BUSINESS REQUIREMENTS

IN A SEPARATE ENVELOPE, SUBMIT ONE (1) COPY OF THE FOLLOWING DOCUMENTS:

1. Provide Insurance Checklist (**Form 3**) or Certificate of Insurance
2. W-9 (**Form 4**)

3. Provide a current copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

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

XI. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria for Evaluation Weight	Weight
A. Experience/Qualifications	65%
B. Client Work History	30%
C. Proposed Cost (<i>subject to negotiations</i>)	5%
Total	100%

Each of the above criteria (A-C) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent
81-100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
and
House Bill 87, also known as,
The Illegal Immigration Reform and Enforcement Act of 2011

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

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

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

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

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

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

Information is available at: http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm

FORM 1

CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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

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

Date of Authorization

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

Name of Contractor

Court Reporter Services for Recorder's Court (Annual Contract) - RFP No. 18-0014

Name of Project

Columbus Consolidated Government

Name of Public Employer

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

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the ___ day of _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

FORM 2

CLIENT WORK HISTORY

Court Reporter Services for Recorder's Court (Annual Contract)

RFP No. 18-0014

Provide details of the three (3) most recent clients for which you have provided similar services within the last five (5) years. The City reserves the right to contact additional clients not listed by the Offeror.

Name of Client:	Contract Start Date:
Contact Person:	Contract End Date:
Address:	Telephone Number:
	E-Mail Address:
Description of Contract:	

Name of Client:	Contract Start Date:
Contact Person:	Contract End Date:
Address:	Telephone Number:
	E-Mail Address:
Description of Contract:	

Name of Client:	Contract Start Date:
Contact Person:	Contract End Date:
Address:	Telephone Number:
	E-Mail Address:
Description of Contract:	

FIRM NAME

AUTHORIZED SIGNATURE

DATE

**Court Reporter Services for
Recorder's Court (Annual Contract)
RFP No. 18-0014**

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

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

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

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

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

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, *Identity Theft Prevention and Victim Assistance*.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

FORM 5

COST PROPOSAL

COURT REPORTER SERVICES FOR RECORDER'S COURT (ANNUAL CONTRACT) RFP No. 18-0014

We, the undersigned, have examined and fully understand the specifications herein referred to and will provide all equipment, personnel, and services to complete the work in the manner specified and in accordance with all local, state and federal laws, rules and regulations.

We further understand that the court reporter will not be compensated for an appearance fee or a per-page charge for transcripts.

Monthly fee for specified court reporter services: \$ _____

Annual fee for specified court reporter services: \$ _____

NAME OF FIRM

AUTHORIZED SIGNATURE

DATE

PRINT NAME AND TITLE OF SIGNATORY

FORM 6

CONTRACT SIGNATURE PAGE Court Reporter Services for Recorder's Court (Annual Contract) RFP No. 18-0014

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.

ATTEST:

By: _____
Signature of Authorized Representative Date

Witness as to the signing of the contract

Print Name and Title of Signatory

Witness as to the signing of the contract

Company: _____

Address: _____

(Corporate Seal)

Telephone: _____

Fax: _____

Email: _____

**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:

Tiny B. Washington, Clerk of Council

*****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****

EXHIBIT C

***Bobby L. Russell
(Columbus, GA)***

Proposal

Bobby Russell
Certified Court Reporter
Columbus, Georgia 31907
(706) 464-0319
bobbyrussell375@gmail.com

Transmittal Letter

My name is Bobby Russell. I've been a certified court reporter for 55 years, providing court reporting services in Superior Court of Muscogee County for 30 years, and Recorder's Court for over 5 years.

My complete address is as follows:

Bobby L. Russell
5322 Shanna Lane
Columbus, GA 31907
706.464.0319
bobbyrussell375@gmail.com

This proposal will be binding for at least 120 days from the proposal date.

A handwritten signature in cursive script that reads "B Russell".

Bobby Russell

FORM 1

CONTRACTOR AFFIDAVIT E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT

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

[REDACTED]
Company ID Number (numerical, 4-7 digits)

12/6/17
Date of Authorization

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

Bobby Russell
Name of Contractor

Court Reporter Services for Recorder's Court (Annual Contract) - RFP No. 18-0014

Name of Project

Columbus Consolidated Government

Name of Public Employer

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

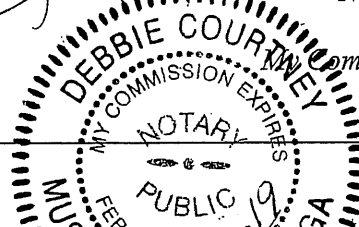
Executed on December 6, 2017 in Columbus (city), Ga (state).

Bobby Russell
Signature of Authorized Officer or Agent

Bobby Russell
Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this the 6 day of December, 2017.

Debbie Courtney
NOTARY PUBLIC



Commission Expires:

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

Bobby Russell
Certified Court Reporter
Columbus, Georgia 31907
(706) 464-0319
bobbyrussell375@gmail.com

12/13/2017

Addenda Acknowledgement

This is to acknowledge that I have received and reviewed Addendum No. 1
for Court Reporter Services for Recorder's Court (Annual Contract): RFP No.
18-0014

Bobby Russell

Bobby Russell
Certified Court Reporter
Columbus, Georgia 31907
(706) 464-0319
bobbyrussell375@gmail.com

Qualifications and Experience:

a. For the last 5 years, I've been providing court reporting services for the Muscogee County Recorder's Court.

b. **Resume**

2012- present: Court Reporter for the Muscogee County Recorder's Court;

1986-2012: Official Court Reporter for Muscogee County Superior Court;

1965-1986: Official Court Reporter for Jackson County District Court,
Marianna, Florida.

c. Directly responsible person for this contract is Bobby Russell:

706.464.0319
bobbyrussell375@gmail.com

Georgia Board of Court Reporting bcr.georgiacourts.gov
404-463-3808

Bobby Russell
Certified Court Reporter

Certification #: B-526

Expiration Date: April 1, 2018

Designation(s): CCR, GRL

This card
should not
be used as ID
for security
purposes

FORM 2

CLIENT WORK HISTORY

Court Reporter Services for Recorder's Court (Annual Contract)

RFP No. 18-0014

Provide details of the three (3) most recent clients for which you have provided similar services within the last five (5) years. The City reserves the right to contact additional clients not listed by the Offeror.

Name of Client: Consolidated Gov. Recorder's Ct.	Contract Start Date: 8-12-2012
Contact Person: Andrea McCorvey	Contract End Date: 1-31-18
Address: 100 10th St. Col. Ga.	Telephone Number: 706-464-0319
Description of Contract:	E-Mail Address: Bobby Russell 375 @ Gmail. Com
Court Reporting Services	
Name of Client:	Contract Start Date:
Contact Person:	Contract End Date:
Address:	Telephone Number:
	E-Mail Address:
Description of Contract:	
Name of Client:	Contract Start Date:
Contact Person:	Contract End Date:
Address:	Telephone Number:
	E-Mail Address:
Description of Contract:	

Bobby Russell Bobby Russell 12-6-17
FIRM NAME AUTHORIZED SIGNATURE DATE

FORM 5**COST PROPOSAL****COURT REPORTER SERVICES FOR
RECORDER'S COURT (ANNUAL CONTRACT)
RFP No. 18-0014**

We, the undersigned, have examined and fully understand the specifications herein referred to and will provide all equipment, personnel, and services to complete the work in the manner specified and in accordance with all local, state and federal laws, rules and regulations.

We further understand that the court reporter will not be compensated for an appearance fee or a per-page charge for transcripts.

Monthly fee for specified court reporter services: \$ 10,000⁰⁰

Annual fee for specified court reporter services: \$ 120,000⁰⁰

Bobby Russell
NAME OF FIRM

Bobby Russell 12-6-17
AUTHORIZED SIGNATURE DATE

Bobby Russell Court Reporter
PRINT NAME AND TITLE OF SIGNATORY

FORM 6

CONTRACT SIGNATURE PAGE

Court Reporter Services for Recorder's Court (Annual Contract)
RFP No. 18-0014

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.

ATTEST:

By: Bobby Russell 12-6-17
Signature of Authorized Representative Date

Witness as to the signing of the contract

Bobby Russell Court Reporter
Print Name and Title of Signatory

Witness as to the signing of the contract

Company: Bobby Russell
Address: 5322 Shanna Ln
Col. Ga 31907

(Corporate Seal)

Telephone: 706 464 0319

Fax: _____

Email: bobby Russell 375 @ Gmail. Com
375

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:

Tiny B. Washington, Clerk of Council

***COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL**

EXHIBIT D

Negotiation Documents

Bobby Russell
Certified Court Reporter
5322 Shanna Lane
Columbus, GA 31909
January 10th, 2017

Mrs. Lewis,

I am reluctant to negotiate due to the following:

Transcript pages have dramatically increased since the new system has come into place, with the district attorney, two public defenders, and outside conflict counsel driving up pages of the hearings. This has increased my two transcriptionists' pay.

These new lengthier hearings are also causing rising paper and toner costs, with an increase of printer maintenance and the need for new printer purchases. It has also increased the court reporter's time in court substantially. I foresee the hearings getting as long or longer as this new system goes along. Providing emailed PDF files only could remedy the increased costs in these areas, but the contract dictates two paper copies of every bound over preliminary hearing.

I structured the bid proposal to save the city approximately \$10,000 over years past, and in the future even more so with this new increase in transcript pages.

My providing court reporting services to Recorder's Court is a four person job, with two reporters and two transcriptionists, due to the amount of hours and days spent in court, the high case load, and the contract demands on timing of delivery.

With the six days a week scheduling, often including working holidays, and the very firm time restrictions on transcription production, I trust I've provided ample reasoning, and hope to continue my relationship with the Columbus Consolidated Government and the fantastic people at Recorder's Court.

If there are any further questions you have, I am always open for contact.

With many regards,

Bobby

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706.653.4105, Fax 706.225-3033
www.columbusga.org

January 8, 2018

Mr. Bobby L. Russell
5322 Shanna Lane
Columbus, GA 31907

Re: Court Reporter Services for Recorder's Court (Annual Contract); RFP No. 18-0014

Dear Mr. Russell,

Thank you for your submittal in response to the referenced Request for Proposals (RFP). The Evaluation Committee reviewed your proposal and is exercising its option to negotiate. Please respond below:

Initial

Bobby L. Russell is willing to negotiate the proposed cost to provide Court Reporter Services for Recorder's Court. My best and final offer for the specified court report services is:

\$ _____
Monthly Fee

\$ _____
Annual Fee

BL
Initial

Bobby L. Russell is unable to negotiate the proposed cost to provide Court Reporter Services for Recorder's Court. *Our written explanation is attached.*

Bobby Russell
Authorized Signature

Bobby Russell
Print Name

1-10-17
Date of Signature

Your response is requested no later than **Thursday, January 11, 2018**. Please submit your written response to the attention of Della Lewis via email dlewis@columbusga.org.

Sincerely,

Andrea J. McCorvey
Purchasing Division Manager