COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

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

Date: December 21, 2020

REQUEST	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions
FOR BIDS:	as specified for the furnishing of: REMOVAL & RECYCLING/REUSE, SCRAP METAL,
RFB No: 21-0019	BULKY ITEMS & SIMILAR MATERIAL FROM COLUMBUS
	LANDFILL AND OTHER CITY LOCATIONS
	(ANNUAL CONTRACT)
GENERAL	These specifications describe minimum requirements for the removal and recycling/reuse
SCOPE	of scrap metal, bulky items and similar material from the Landfill(s) and other City locations of Columbus Consolidated Government. A percentage per ton will be paid by the contractor for all material removed or received.
	The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.
BID SUBMISSION REQUIREMENTS	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. Effective Immediately, bid responses must be submitted via DemandStar.
	See Appendix B for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.
Due Date	JANUARY 20, 2021 - 2:30 PM (Eastern)
	IMPORTANT INFORMATION
ADDENDA	Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.
"NO BID" RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.

Andrea J. McCorvey Purchasing Division Manager



IMPORTANT INFORMATION e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier

If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000 Fax: 404-657-8444

Email: <u>procurementhelp@doas.ga.gov</u>

STATEMENT OF "NO BID"

Complet	te and return this form immediately if you do not intend to Bid:
Email: Fax: Mail:	bidopportunities@columbusga.org (706) 225-3033 Attn: Heather Biddle, Buyer Columbus Consolidated Government Purchasing Division P. O. Box 1340 Columbus, GA 31902-1340
Recycli	undersigned decline to bid on your RFB No. 21-0019 for Removal & ng/Reuse, Scrap Metal, Bulky Items & Similar Material from Columbus Landfill ner City Locations for the following reason(s):
WeWeWeSpeWe	re is insufficient time to respond to the Invitation for Bids. do not offer this product or service. are unable to meet specifications. are unable to meet bond requirements. cifications are unclear (explain below). are unable to meet insurance requirements. er (specify below) s:
	COMPANY NAME:
	AGENT:
	DATE:
	TELEPHONE NUMBER:
	EMAIL ADDRESS:

GENERAL PROVISIONS

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

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

- 1. TERM "CITY". The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.
- 2. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.
- 3. **EXECUTION OF THE BID PROPOSAL.** Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
- **4. BID DUE DATE**. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.
- 5. BID OPENING. The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent a draft tabulation and may include incorrect price extensions or transcription errors and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.
- **6. LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock.
- **7. RECEIPT OF ONE SEALED BID.** In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.

- **8. RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:
 - 1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
 - 2. Award to bidder previously awarded based on favorable prior experience.
 - 3. Award to bidder whose principal place of business is located in the State of Georgia.
 - 4. If feasible, divide the award equally among the bidders.
 - 5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
 - 6. If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be readvertised.
- 9. RECEIPT OF MULTIPLE BIDS. Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

- **10. CONDITIONS AND PACKAGING.** Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
- **11. FREIGHT/SHIPPING/HANDLING CHARGES.** All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.
- **12. CORRECTIONS OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS.** Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Officer.

- **13. ADDENDA AND INTERPRETATIONS.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. It is the bidder's responsibility to ensure that they have received all addenda.
- 14. BID EVALUATION AND AWARD. During the evaluation of bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary for a complete evaluation of bid responses. Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.
- **15. TIME FOR CONSIDERATION.** Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.
- **16. BID SECURITY AND PERFORMANCE BOND. Bid security (Bid Bond)** shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Officer to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on construction contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Division the identical original document within five (5) days after the bid opening. **If the original document is not received within the five (5) days, the bid will not be considered.**

When a construction contract is awarded in excess of \$25,000 the successful bidder will be required to furnish a **Performance Bond** executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the price specified in the bid.

- 17. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.
- **18. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS.** Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:
 - (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
 - (B) Any irregularities contrary to the General Provisions or bid specifications.
 - (C) Unbalanced unit price or extensions.
 - (D) Unbalanced value of items.
 - (E) Failure to use the proper forms furnished by the Consolidated Government.
 - (F) Failure to complete the proposal properly
 - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.

(H) Failure to properly sign forms in ink.

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

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

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

29. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

30. RIGHT TO PROTEST.

- (A) <u>Right of Protest</u>. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (B) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (C) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (D) <u>Stay of Procurement During Protests</u>. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.
- 31. FAILURE TO BID. Vendors choosing not to submit a bid are requested to return a Statement of "No Bid".
- **32. PRODUCT/EQUIPMENT DEMONSTRATION SITE VISIT.** During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
- **33. CANCELLATION PROVISIONS.** An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any resolicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the Purchasing Officer and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

- **34. QUESTIONS:** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.
- **35. SAMPLES:** When samples are required to be included with the proposal response, the bidder will be responsible for the following:
 - 1) **Unless otherwise specified**, bidders are required to submit exact samples of item(s) bid. Do not submit sample of "like" item(s).
 - 2) Affix an identification label to each individual sample to include bidder's name, bid name and number.
 - 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.
- **36. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.
- **37. PAYMENT DEDUCTIONS**: The City reserves the right to deduct, from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.
- **38. PAYMENT TERMS**: The City's standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.
- **39. FINAL CONTRACT DOCUMENTS**: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications;

NOTICE TO VENDORS

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

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

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

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

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

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

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

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

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

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

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

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

QUESTION/CLARIFICATION FORM

DATE	:					
TO:	Heather Biddle, Buyer Email BidOpportunities@ColumbusGA.org or Fax 706-225-3033					
RE:	RFB No. 21-0019; Removal & Recycling/Reuse, Scrap Metal, Bulky Items & Similar Material from Columbus Landfills and Other City Locations (Annual Contract)					
Qı	uestions/clarification requests m befo	ust be submitted at least five ore the due date:	(5) <u>busines</u>	<u>s</u> days		
From:				_		
	Company Name	Website				
	Representative	Email Address				
	Complete Address	City	State	Zip		
	Telephone Number	Fax Number				

GENERAL SPECIFICATIONS

REMOVAL & RECYCLING/REUSE, SCRAP METAL, BULKY ITEMS & SIMILAR MATERIAL FROM COLUMBUS LANDFILLS AND OTHER CITY LOCATIONS (ANNUAL CONTRACT) RFB No. 21-0019

I. SCOPE

These specifications describe minimum requirements for the removal and recycling/reuse of scrap metal, bulky items and similar material from the Landfill(s) and other City locations of Columbus Consolidated Government on an "as needed" basis. A percentage per ton will be paid by the awarded contractor for all material removed or received. The removal will be from a designated landfill disposal area, as well as other locations identified by the City.

In an average month, the City receives approximately fifty (50) tons of scrap metal. Landfill items will be consolidated into a central area for removal. The City will call to arrange pickup as needed.

Typical items may include large metal auto parts and home appliances such as: refrigerators, stoves, washers, dryers, furnaces, air conditioners, heat pumps, hot water heaters, etc.

Refer to **Appendix A** for technical specifications and vendor requirements.

II. TERM OF CONTRACT

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

Notice of intent to renew will be given to the contractor in writing by the Purchasing Division Director, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal.

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

B. Termination for Convenience

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

III. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e., documentation from manufacturers illustrating the necessity to implement price increases). *Request for price increases, without documentation, shall not be considered.* Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

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

IV. QUESTIONS / ADDENDA

Questions and requests for clarification must be submitted within five (5) business days of the due date (see pages 9 & 10). Changes to the specifications (if any) will be provided in the form of an addendum, which will be posted on the web page of the Finance Department/Purchasing Division of Columbus Consolidated Government at https://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

V. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), DOAS requires a notarized affidavit from the supplier attesting to the following:

- (A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;
- (B) The user identification number and date of authorization for the affiant;
- (C) The affiant will continue to use the federal work authorization program throughout the contract period; and
- (D) The affiant 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 same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html. A completed, notarized E-Verify Affidavit (Form 3) must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.

VI. 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 6). The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10

business days after award notification. The Certificates of Insurance will name Columbus Consolidated Government as an additional insured, as well as list the applicable project or annual contract name, and/or solicitation name and number. The Certificate of Insurance will be included with the contract documents prior to signing.

VII. INDEMNIFICATION

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

VIII. BID SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. Effective Immediately, bid responses must be submitted via DemandStar. See APPENDIX B for: Submission Requirements; Submission Requirements Checklist; and DemandStar Registration and Submission Instructions.

Each bidder shall include the following information with bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. The City reserves the right to request any omitted information, to exclude the E-Verify Affidavit (Form 2) and *Communications Concerning This Solicitation (Form 3)*, WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE. Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete":

- A. Bid Form and Pricing Page (Form 1)
- B. Statement of Qualifications & Work Guarantee (Form 2)
- **C. E-Verify/GSICA Form** (Refer to page 12, Section VI, regarding **Form 3**)
- D. Communication Concerning This Solicitation (Form 4)
- E. Contract Signature Page (Form 5)
- F. Insurance (Refer to page 12, section VII, regarding Form 6)
- **G.** Addenda: Vendors must include acknowledgment of receipt of addenda (if any) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at
 - https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm

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

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

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

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

I. W-9 Request for Taxpayer Identification Number and Certification (Rev 10/2018) (Form 7)

IX. AWARD

The award of this contract shall be on the basis of highest percentage paid per ton.

X. TERMINATION OF CONTRACT

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

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

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

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

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

APPENDIX A

TECHNICAL SPECIFICATIONS REMOVAL & RECYCLING/REUSE, SCRAP METAL, BULKY ITEMS & SIMILAR MATERIAL FROM COLUMBUS LANDFILLS AND OTHER CITY LOCATIONS (ANNUAL CONTRACT) RFB No. 21-0019

These specifications describe minimum requirements for the removal and recycling/reuse of scrap metal, bulky items and similar material from the Landfill(s) and other City locations of Columbus Consolidated Government on an "as needed" basis. A percentage per ton will be paid by the awarded contractor for all material removed or received. The removal will be from a designated landfill disposal area, as well as other locations identified be the City.

In an average month, the City receives approximately fifty (50) tons of scrap metal. Landfill items will be consolidated into a central area for removal. The City will call to arrange pickup as needed.

Typical items may include large metal auto parts and home appliances such as: refrigerators, stoves, washers, dryers, furnaces, air conditioners, heat pumps, hot water heaters, etc.

VENDOR REQUIREMENTS

- 1. Scrap metal shall be picked up at the landfill and other City locations of Columbus Consolidated Government on an "as needed" basis. The City will call to arrange pickup. Vendor must remove material within 2 weeks of the arranged pickup.
- Contractor percentage will be assessed on a per-ton basis for all material removed or delivered. The
 contractor shall provide, with their invoice, a copy of the <u>American Metal Market Scrap Iron and</u>
 <u>Steel prices</u> for that month. Full payment will be made monthly by the 15th of the month.

For Landfill Pickups, payment(s) shall be made to:

Columbus Consolidated Government 1011 Cusseta Road Columbus, GA 31901

For pickups from other City Departments, payments shall be made to:

Columbus Consolidated Government Finance Department P.O. Box 1340 Columbus, GA 31902

- 3. The Contractor will be responsible for providing labor and necessary equipment to remove or receive listed material.
- 4. The Contractor is responsible for the conduct of their employees and will ensure materials are not scavenged from the landfill or other areas for any personal use or profit.
- 5. The Contractor will assume and hold the Consolidated Government blameless for any and all liability for or resulting from any other claim brought by any third party. Contractor shall maintain insurance covering personal injuries, property damage and liability for all accidents, injuries and incidents occurring as a result of this contract.
- 6. Sorting and removal of material is the sole responsibility of the contractor.

- 7. All material will be removed from the designated area and loaded on contractor equipment only. Removal, loading and transportation will be accomplished without disruption to the landfill operation.
- 8. The contractor will be held responsible for maintaining the disposal area in a clean and neat manner acceptable to the Landfill Manager.
- 9. Contractor equipment used to remove material will be weighed upon entering and exiting the landfill. All vehicles entering and leaving the landfill will stop at the scale house prior to entering or departing the landfill. Vehicles are subject to random searches. In the case of a contractor-designated site, the contractor will provide for the weighing of every load delivered prior to unloading. Contractor shall also be responsible for payment of scale charges, if any.
- 10. The Contractor is responsible for removal and proper recovery of all compressors, sealed metal containers such as propane tanks, air compressors and other objects of a similar nature and other sealed units containing oil. Contractor will also remove all assemblies containing PCP and dispose of them in the manner prescribed by the EPA. Freon recovery will occur on site bi-weekly by the contractor in the manner prescribed by the EPA. The Contractor shall document proper removal and disposal of gas and oil from compressors and assemblies containing PCP. A copy of that documentation shall be forwarded to the landfill for placement in City records.
- 11. The Contractor will need to provide at least three (3) different container sizes to accommodate the needs at each site. For example: the Landfill will need 70yd container; the Recycling Center will need a 40yd container; and Fleet will need a 10yd container.

BID FORM

REMOVAL & RECYCLING/REUSE, SCRAP METAL, BULKY ITEMS & SIMILAR MATERIAL FROM COLUMBUS LANDFILLS AND OTHER CITY LOCATIONS (ANNUAL CONTRACT) RFB No. 21-0019

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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

□ Bid Form □ Statement of Qualifications & Work Guarantee

□ E-Verify/GSICA □ Communication Concerning This Solicitation
□ Insurance Checklist □ Contract Signature Page □ W-9 Rev 2018 □ Business License
Initial below to acknowledge receipt of the following addenda (*if any*):

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

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

CONTRACTOR PERCENTAGE PER TON PREVAILING AMERICAN METAL MARK STEEL PRICING:		% per ton		
SERVICES WILL BE PROVIDED WITHIN I	FOURTEEN	(14) DAYS OF F	REQUEST: _	YESNO
Vendor's Name		Website		
Vendor's Street Address (P. O. Boxes will Render Bid Incomplete)		City	State	Zip
Vendor's Remittance or Mailing Address (If	different)	City	State	Zip
Phone Number	Fax Nun	nber	Emai	il Address
Signature of Authorized Representative	"Print" N	ame and Title	Date	of Signature
If certified as a DBE or WBE, list the certi	ifying agen	су:		

COMPLETE THIS PAGE AND RETURN WITH BID

FORM 2

STATEMENT OF QUALIFICATIONS & WORK GUARANTEE

REMOVAL & RECYCLING/REUSE, SCRAP METAL, BULKY ITEMS & SIMILAR MATERIAL FROM COLUMBUS LANDFILLS AND OTHER CITY LOCATIONS (ANNUAL CONTRACT) RFB No. 21-0019

1. Company Name:			
2. Permanent Main Office Add	dress:		
3. Date company organized; i	f a corporation, when/where in	corporated?	
	been engaged in the provisior		
5. List at least three (3) simila contract value and term:	r projects your company has p	erformed within the last thre	ee (3) years, stating
Company Name/Address	Contact Person/E-Mail	Contract Value	Contract Term
6. List personnel that will be a	ssigned to this contract, their	qualifications, and years of o	experience:
(Attach additional sheet, if necessary)			
7. Describe the equipment that	at will be used to provide the s	ervices of this contract:	
Have you ever failed to conwhom:	nplete a project and/or default	ed on a contract? If so spec	cify when and with
Signature of Authorized Represe	entative	Print Name and Title of Signa	atory

COMPLETE AND RETURN THIS PAGE WITH BID

FORM 3

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 A	uthoriz	zation	
**See https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES to	access	your	E-Verify	Company
Identification Number.				
Name of Contractor				
Removal & Recycling/Reuse, Scrap Metal, Bulky Items & Simi			m the Colı	<u>umbus</u>
<u>Landfill and Other City Locations (Annual Contract); RFB No.</u> Name of Project	<u>. 21-0019</u>			
Name of Project				
Columbus Consolidated Government				
Name of Public Employer				
I hereby declare under penalty of perjury that the foregoing is true a	and correc	t.		
Executed on,, 20 in		(cit	y),	(state).
Signature of Authorized Officer or Agent				
Signature of Futuro Lea Officer of Figure				
D' (IN T') CA (' 1000' A (
Printed Name and Title of Authorized Officer or Agent				
Subscribed and sworn before me on this the _	day of	•		, 20
			NOTA	RY PUBLIC
		<i>\M</i> -	v Commissi	ion Evnivas:
		IVI.	y Commissi	ion 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.

COMMUNICATION CONCERNING THIS SOLICITATION

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

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

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

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

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

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

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

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

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

FORM 5

CONTRACT SIGNATURE PAGE

REMOVAL & RECYCLING/REUSE, SCRAP METAL, BULKY ITEMS & SIMILAR MATERIAL FROM COLUMBUS LANDFILLS AND OTHER CITY LOCATIONS (ANNUAL CONTRACT) RFB No. 21-0019

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

Witness as to the signing of the contract	Signature of Authorized Representative Date
Witness as to the signing of the contract	Print Name and Title of Signatory
(Corporate seal, if applicable)	Company Name
Company Ordering Address	Company Payment Address
Contact	
ContactEmail	
Telephone	
Fax	
CONSOLIDATED (Accepted this day of	GOVERNMENT OF COLUMBUS, GEORGIA20 APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	
Sandra T. Davis, Clerk of Council	

SOLICITATION ID: RFB NO. 21-0012

Removal & Recycling/Reuse, Scrap Metal, Bulky Items & Similar Material from Columbus Landfills and Other City Locations (ANNUAL CONTRACT) RFB No. 21-0019

INSURANCE CHECKLIST

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

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

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

	Required Coverage(s)	Limits	Bidders
		(Figures denote minimums)	Limits/Response
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full	
		amount of contract	
	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	\$2 Million per occurrence/claim	
	Liability		
X	22. Carrier Rating shall be Best's Rati	ing of A-VII or its equivalents	
X	23. Notice of Cancellation, non-renew		
	shall be provided to City at least 30 da		
X	24. The City shall be named Addition		
X	25. Certificate of Insurance shall show		
	26. Pollution:	\$2 Million per occurrence/claim	

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

BIDDER'S STATEMENT:

If awarded the contract,	I will comply with o	contract insurance	requirements and	provide the re	quired Certificate(s).

BIDDER NAME:		
AUTH. SIGNATURE:		

<u>COMPLETE THIS PAGE AND RETURN WITH BID</u>

Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

	3											
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.										
	2 Business name/disregarded entity name, if different from above											
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or				1	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
oe.	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	S Corporation					Exempt payee code (if any)					
or typ uctio	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check				eck i	Exemption from FATCA reporting						
Print or type. Specific Instructions on page	LLC if the LLC is electified as a single member LLC that is disregarded from the owner unless the owner of the LLC is			code (if any)								
eci	Other (see instructions) ▶				((Applies to accounts maintained outside the U.S.)						
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)											
ഗ് .	6 City, state, and ZIP code											
	7 List account number(s) here (optional)											
Par	Taxpayer Identification Number (TIN)											_
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security nu				ty number								
	p withholding. For individuals, this is generally your social security number		a									\equiv
	nt alien, sole proprietor, or disregarded entity, see the instructions for P s, it is your employer identification number (EIN). If you do not have a nu		a			-			-			
TIN, la				or								
	If the account is in more than one name, see the instructions for line 1.	Also see What Name ar	nd	Employer identification number								
Numb	er To Give the Requester for guidelines on whose number to enter.				_							
Dov	II Contification											
Par	Certification penalties of periury, I certify that:											
	number shown on this form is my correct taxpayer identification number	er (or Lam waiting for a	numba	r to b	Δ ieeu	ad t	o ma). an	d			
2. I am Sen	not subject to backup withholding because: (a) I am exempt from back vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b) I	have n	ot be	en no	tified	by t	he Ir	nterna			
3. I an	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	t from FATCA reporting	is corre	ect.								
you ha acquis other t	cation instructions. You must cross out item 2 above if you have been not ve failed to report all interest and dividends on your tax return. For real esta ition or abandonment of secured property, cancellation of debt, contributio han interest and dividends, you are not required to sign the certification, bu	ate transactions, item 2 d ns to an individual retirer	loes not nent arr	t apply ranger	y. For ment (mort (IRA)	tgage , and	inte gene	rest pa erally,	aid, paym	ents	JSE
Sign Here	Signature of U.S. person ►	Da	ate ►									
Ger	neral Instructions	Form 1099-DIV (dividends, including those from stocks or mutual funds)										
Section references are to the Internal Revenue Code unless otherwise noted.		Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)										
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)										
	ney were published, go to www.irs.gov/FormW9.	• Form 1099-S (proce	eds fro	m rea	al esta	te tr	ansa	ction	s)			
Purpose of Form		Form 1099-K (merchant card and third party network transactions)										
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		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) Lice Form W. O only if you are a LLS, person (including a resident)										
amour	to report on an information return the amount paid to you, or other of the control of the contro	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.										
returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.										

Cat. No. 10231X

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

- 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.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- $\,$ 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

- b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

F=-:	
IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

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

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.

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
 - B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
 - G-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

= 41.1	0: 10011 :
For this type of account:	Give name and SSN of:
1. Individual	The individual
Two or more individuals (joint account) other than an account	The actual owner of the account or, if combined funds, the first individual on
maintained by an FFI	the account ¹
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
 b. So-called trust account that is not a legal or valid trust under state law 	The actual owner ¹
Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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.

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.ldentityTheft.gov and Pub. 5027.

Visit www.irs.gov/ldentityTheft 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.

DEMANDSTAR SUBMISSION INFORMATION

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. **Effective immediately, responses must be submitted via DemandStar**. **Refer to the following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar**.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm . Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

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

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

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

ELECTRONIC BID SUBMISSION CHECKLIST

Removal & Recycling/Reuse, Scrap Metal, Bulky Items & Similar Material from Columbus Landfills and Other City Locations RFB No. 21-0019

Please submit your electronic response as indicated below:

IMPORTANT NOTICE:

- 1. Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL Documents" function. The City <u>will not</u> consider any information submitted as "Supplemental Documents".
- 2. Zip files with multiple files are not acceptable; vendors shall submit one PDF file of their submittal.
- 3. Due to file size limitations, please do not resend the City's full specifications as this information is already on file.
- 4. In the event DemandStar requires a dollar value for your submittal, enter "0".

1. BID FORM (Form 1)
1. STATEMENT OF QUALIFICATIONS & WORK GUARANTEE (Form 2)
2. AFFIDAVIT FOR E-VERIFY/GSICA (Form 3)
3. COMMUNICATION CONCERNING THIS SOLICITATION (Form 4)
4. CONTRACT SIGNATURE PAGE (Form 5)
5.INSURANCE CHECKLIST (Form 6)
6.W-9 (Form 7)
7.BUSINESS LICENSE
8.ADDENDA ACKNOWLEDGEMENT

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

Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

https://www.demandstar.com/registration

Create an A	ccount with	DemandSta	r
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You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

I accept the DemandStar Terms of Use and Privacy Policy

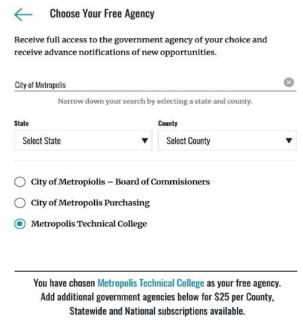
Next



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2 CHOOSE YOUR FREE AGENCY

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



3 CHECK OUT

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



SIGN UP

Visit www.demandstar.com



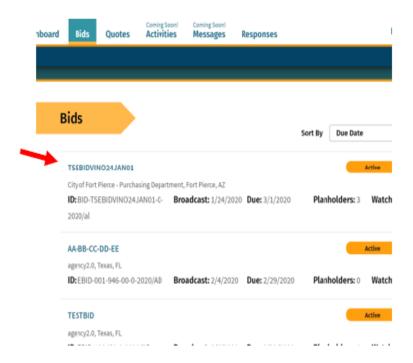
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Responding to an Electronic Bid

5 Step Instructions

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

• Click on the solicitation name



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

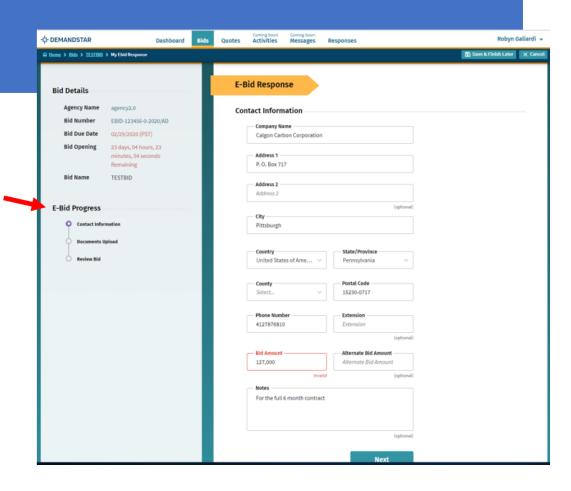
 When you are ready to submit your bid, click on "Submit E-Bid Proposal"



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

Enter "0" as your bid (proposal) amount.

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenues, etc., that are entered directly into DemandStar.)



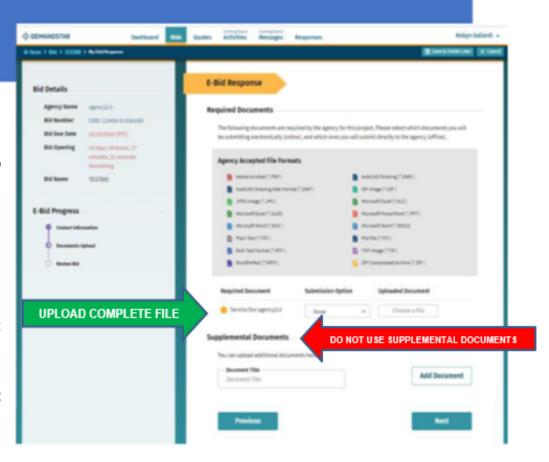
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

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

IMPORTANT NOTES:

- The City <u>will not</u> consider any information submitted as "Supplemental Documents".
- Zip files with multiple files are not acceptable; vendors shall submit one PDF file of their submittal.
- Due to file size limitations, please do not resend the City's full specifications as this information is already on file.

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



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

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

