

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 Tenth Street, P. O. Box 1340
 COLUMBUS, GEORGIA 31902-1340
 706-653-4105, FAX 706-653-4109
WWW.COLUMBUSGA.ORG

Date: April 10, 2018

<p>INVITATION FOR BIDS RFB NO: 18-0052</p>	<p>Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of:</p> <p align="center">SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide repair/rebuild various types of engines to METRA Transit System on an “as needed” basis. The contract period will be for three years, with the option to renew for two additional twelve-month periods.</p>
<p>DUE DATE</p>	<p align="center"><u>MAY 9, 2018 - 2:30 PM (EASTERN TIME)</u></p> <p>Sealed bids must be received and time/date stamped on or before the due date by the Purchasing Division of the Consolidated Government of Columbus, Georgia, 5th Floor, Government Center Tower -100 10th Street, Columbus, Georgia.</p> <p>Bids will be opened during the 3:00 pm hour in the Conference of the Purchasing Division; 5th Floor of the Government Center. Bidders are not required, but are invited to attend the bid opening.</p>
<p>ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>Any addenda for this bid will be posted on (http://www.columbusga.org/finance/purchasing/docs/opportunities/Bid_Opportunities.htm). It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.</p>
<p>NO PROPOSAL SUBMISSION</p>	<p><i>If you are not interested in this invitation please email krbertson@columbusga.org or complete Page 2 and fax to 706-653-4109.</i></p>

Andrea J. McCorvey
Purchasing Division Manager



IMPORTANT INFORMATION

e-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors. The City is using the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>. **If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:**

Telephone: 404-657-6000
Fax: 404-657-8444
Email: procurementhelp@doas.ga.gov

“STATEMENT OF "NO BID"”

IF YOU DO NOT INTEND TO BID ON THIS COMMODITY OR SERVICE, COMPLETE AND RETURN THIS FORM IMMEDIATELY TO: ATTN: Kevin Robertson, Buyer I

**EMAIL: bidopportunities@columbusga.org or use the attached “Question/Clarification” Fax Form
FAX NUMBER (706) 225-3033**

**COLUMBUS CONSOLIDATED GOVERNMENT
PURCHASING DIVISION
100 TENTH STREET; P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340**

We, the undersigned decline to bid on your RFB No. 18-0052 for Service Contract for Various Types of Engines (Annual Contract) for the following reason(s):

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

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the Columbus Consolidated Government’s bidders’ list for this commodity or service.

COMPANY NAME: _____

ADDRESS: _____

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, GA.
- 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 SUBMISSION. Bids must be submitted in a sealed envelope or package.** The exterior of the envelope or package must reference the bidder’s name and address, the bid number, bid title, and must indicate the contents represent a “bid” or “no bid” submission. Failure to properly identify the bid submission may result in rejection of the bid.
- 5. 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.
- 6. 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 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.**
- 7. LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.
- 8. 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.**
- 9. 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 the all tied bidders, the award recommendation shall be as

follows:

- a. Award to the local bidder, if one of the bidders has its principal place of business in Columbus, Georgia.
- b. If all or none of the bidders has its principal place of business in Columbus, Georgia, then award the bid to the bidder who has received the award previously.
- c. If neither bidder received the award previously, and neither of the tied bidders has its principal place of business in Columbus, Georgia, then the bid award shall be equally divided between the tied bidders.
- d. If it is not feasible to divide the award, and if all or none of the tied bidders has its principal place of business in Columbus, Georgia, and neither was awarded the bid previously, then all bids will be rejected and the bid will be re-advertised.

10. 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.

11. CONDITION 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.

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

13. CORRECTION 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 that 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.

14. 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.**

15. 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.

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

to allow for evaluation.

17. 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.

18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

19. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

- (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- (B) Any irregularities contrary to the General Provisions or bid specifications.
- (C) Unbalanced unit price or extensions.
- (D) Unbalanced value of items.
- (E) Failure to use the proper forms furnished by the Consolidated Government.
- (F) Failure to complete the proposal properly
- (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
- (H) Failure to properly sign forms in ink.

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

20. BRAND NAMES “OR EQUAL”. Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

21. ASSIGNMENT OF CONTRACTUAL RIGHTS. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

22. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

23. TAXES. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

24. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.

25. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously do not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

26. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.

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

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

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

30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, 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 of \$25,000.00 or less 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. (Ordinance No. 95-5). ****STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED****

31. RIGHT TO PROTEST. A protest with respect to an Invitation for bids or Request for Proposals shall be submitted in writing no less than five (5) days **prior** to the opening of bids or the closing date of proposals to the Purchasing Officer. If the matter is not resolved, then an appeal may be filed with the City Manager or City Council.

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

33. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT. During the evaluation of bids, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

34. CANCELLATION PROVISIONS. 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 that performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

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

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

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

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

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

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

NOTICE TO VENDORS

COLUMBUS COUNCIL, BY ORDINANCE 92-60 HAS PROHIBITED ANY BUSINESS THAT IS OWNED BY ANY MEMBER OF COLUMBUS COUNCIL OR THE MAYOR, OR ANY BUSINESS IN WHICH ANY MEMBER OF COLUMBUS COUNCIL OR THE MAYOR HAS A SUBSTANTIAL PECUNIARY INTEREST FROM SUBMITTING A BID FOR GOODS OR SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

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

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 FAX 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 FAX FORM

DATE: _____

TO: Kevin Robertson, Buyer I
E-MAIL: bidopportunities@columbusga.org
FAX NO: (706) 225-3033

RE: RFB NO. 18-0052
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES (ANNUAL CONTRACT)

I HAVE THE FOLLOWING CONCERN (S)/QUESTION(S) ABOUT THE SPECIFICATIONS:
(Questions concerning specifications and/or requests for clarification must be submitted, in writing, at least 5 (five) working days (Monday - Friday) prior to due date. Questions received less than five workings days prior to due date will not be considered.):

From: _____
Vendor Name

Representative E-mail Address

Complete Address City State Zip Code

Telephone Number _____ Fax Number _____

**SPECIFICATIONS FOR
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
RFB NO. 18-0052**

I. SCOPE

The Columbus Consolidated Government, METRA is considering a service contract for repair/rebuilding diesel engines on an “as needed basis”. The City reserves the right to add additional engines as the City receives new vehicles within the contract period. Vendors will provide price quotes on the additional engines.

II. TERM OF CONTRACT

A. The term of this contract shall be for three (3) years, with the option to renew for two (2) additional twelve-month periods. The option years’ prices must be included as part of your Bid/Proposal response. The City will allow for negotiating the Bid/Proposal price if such things as EPA, FTA or regulatory legislative guidelines are changed, requiring bus manufacturers to adhere to the new regulations (if applicable).

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, not less than ninety (90) days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a Contract renewal. Option year prices must remain as originally submitted, unless there are EPA, FTA or regulatory legislative guideline changes, requiring bus manufacturers to adhere to the new regulations (if applicable). The renewal will be based solely upon the mutual agreement of both parties, the Columbus Consolidated Government and the Contractor.

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

B. Termination for Convenience

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

III. VENDOR INFORMATION AND INSTRUCTIONS

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION (SEE "QUESTIONS ABOUT THIS BID/PROPOSAL")

All questions must be submitted in writing by fax using the fax sheet enclosed in the bid package. (Fax # (706) 653-4109), or e-mail questions to Kevin Robertson, bidopportunities@columbusga.org

Bidders will comply by filling in the blank spaces in these specifications. Failure to do so could result in **rejection of your bid.**

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 (www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm). It is the vendor’s responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

V. **BID SUBMISSION REQUIREMENTS**

Each bidder shall include the following information with bid submission. **Bidder shall submit (THE ORIGINAL AND ONE IDENTICAL COPIE(S)).** 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. 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. **Contract (Pricing Page):** Provide all required information. (Pages 15 – 17 of 47 pages)
- B. **Proof of Insurance:** (See Attachment A)
- C. **Federal Clauses/Contract Pages:** (Pages 31 – 46 of 47 pages)
- D. Vendor will enclose a list by engine type of the core items and their cost.
- E. **Georgia Security and Immigration Compliance/E-Verify:** - (See Attachment C)
- F. **Acknowledgement of Receipt of Addenda (if any):** Vendor shall include acknowledgment of receipt of addenda (if any) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). It is the bidder’s responsibility to ensure that they have received all addenda.

The following items will be required of the recommended vendor(s) prior to the award of the contract. After notification, the recommended vendor(s) will have five (5) business days to provide the information below, or the next responsive, responsible bidder will be recommended for award.

1). **Business License:** Vendors shall submit, a copy of the Business License (Occupation License) that is required to conduct business at your location. If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact Yvonne Ivey, Occupation Tax Supervisor, 706-225-3091.

2). **W-9 Form Request for Taxpayer Identification Number and Certification:** Provide all information requested. (See Attachment B)

Bids must be delivered sealed in an envelope or package on or before the due date.

For proper identification, the envelope or package should reference the bidder’s name, full address and the bid number (RFB No. 18-0052) and/or bid name. Mail or hand-deliver bid to:

Hand Delivered: Columbus Consolidated Government
Purchasing Division
5th Floor - Government Center Tower
100 - 10th Street
Columbus, GA 31901

Mailed: Columbus Consolidated Government
Purchasing Division
P.O. Box 1340
Columbus, GA 31902-1340

VI. **AWARD/ORDERING/DELIVERY/INVOICING:**

This bid will be awarded by line item or in total; whichever is in the best interest of the City. Columbus Consolidated Government will be the sole judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required product, the City reserves the right to purchase from other sources.

For the engines turned in for repair, a price quote will be given to the Columbus Transit System (METRA) at telephone (706) 225-4674 or 225-4594 prior to the repair being made. The repair will not be made until METRA gives the notice to proceed.

Delivery and pick-up of engines will be coordinated between the vendor and the Consolidated Government. Failure to meet the delivery date, as stated on the bid form will result in the cancellation of the contract.

The repaired/rebuilt engines shall be delivered to the following location:

METRA Transit Facility
814 Linwood Boulevard
Columbus, Georgia 31901

The invoices will state the reasons the engine failed, work performed and all parts used in the repair along with the price of each part used. The successful vendor shall forward invoices to the following address:

METRA Transit Facility
814 Linwood Boulevard
Columbus GA 31902-1340

VII TERMINATION OF CONTRACT:

A. Default: If the contractor refuses or fails to perform any of the provision 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 **10 days** or any longer time specified in writing by the Purchasing 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.

B. 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 Division Director deem 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.

C. Excuses for Nonperformance or Delayed Performances: 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 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 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.

**SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
RFB NO. 18-0052**

Only genuine parts will be used to rebuild or re-manufacture existing engines. The Units will have current updates applied at the time a unit is being rebuilt. The engines will be Dyno tested before units are returned to the Metra Transit System. All engines should be rebuilt using D.D.A time guides.

QUESTIONS/RESPONSES FROM PREVIOUS RFB

1. “Is there a mileage requirement for this procurement”?

Response: No

2. “Please explain what types of vehicles these engines go in.”

Response: The engines are used in buses and cutaways.

3. “On the GMC Duramax Diesel 4500, if this engine is ordered from a GM Dealer for exchange it come less the fuel system, intake and exhaust manifolds, this is what the manufacturer calls a complete engine. If this engine is rebuilt complete ready to be installed the difference is about \$4,000.00 for the ejectors, hose kit and labor to trim out engine?”

Response: The vendors should submit bid for an engine that is ready to be installed upon delivery.

VEHICLE DATA SHEET

Make of Vehicles	Manufacturer	Vin Number(s)	Engine Type	Serial Number(s)
Transit Bus (Gillig)	Cummins	15GGB2710B1178855	ISL	46881267 - 73102333
Transit Bus (Chance Trolley)	Cummins	1Z95S2HSSO5W216320	5.9 Litter	57320868
Cutaway (Goshen)	GMC	1GB6G5BL0C1119809	Duramax Diesel 4500	8980424412
Transit Bus (New Flyer)	Detroit series 40	5FYD2GN093U025568	Series 40	O6N0007777
35 Foot Low Floor Bus (Gillig)	Cummins	15GGB2710B1178855	ISL 280HP	73175762
Transit Bus (Orion)	Cummins		ISB	
Cutaway (El Dorado)	International	1HVBTA FMO7H449085	VT365	6.OHM2YO351818

**CONTRACT PRICING PAGE FOR
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
RFB NO. 18-0052**

Contractor shall comply with all applicable Federal, State and Local regulations to include lobbying, DBE, ADA, Buy America, etc.

The undersigned hereby agrees that they have carefully examined the specifications herein referred to and will provide all equipment, services and terms of the Consolidated Government of Columbus, Georgia for the equipment specified.

Upon receipt of contract acceptance, the undersigned (as bidder) hereby agrees to furnish to the Columbus Consolidated Government (hereinafter referred to as "the City") goods and or services in accordance with the specifications and instructions herein attached (which are part of this contract) and with all other terms of the contract, all of which are known to and understood by the bidder.

The bidder has submitted this bid with the understanding that the City's acceptance in writing of this offer to furnish the goods and or services described herein shall constitute a contract between the bidder and the City which shall bind the bidder on its part to furnish and deliver (at the prices bid and in accordance with the terms and conditions set forth in this contract) the following:

I FIELD SERVICE:

Description	Initial Period Cost Per Hour/Mile/Hour	Option Year One Cost Per Hour/Mile/Hour	Option Year Two Cost Per Hour/Mile/Hour
A. Labor Charge			
B. Mileage Range			
C. Labor Charge (Driver)			

II ENGINE:

Engine pricing will not exceed the exchange price using the exchange pricing and core charges.

A. EXCHANGE PRICES:

Description	Initial Period Cost Per Unit	Option Year One Cost Per Unit	Option Year Two Cost Per Unit
1. Detroit Series 40			
2. Cummins ISL			
3. ISL			
4. GMC Duramax Diesel 4500			
5. 5.9 Liter Cummins			
6. International VT 365			
7. Cummins ISB 5.9			

B. LABOR CHARGES (These prices will be the labor cost to rebuild the engines):

Description	Initial Period		
	Rebuild Time	Cost	Flat Rate Hourly Cost
1. Detroit Series 40			
2. Cummins ISL			
3. ISL			
4. GMC Duramax Diesel 4500			
5. 5.9 Liter Cummins			
6. International VT 365			
7. Cummins ISB 5.9			

****COMPLETE THIS PAGE AND RETURN WITH BID****

**CONTRACT PRICING PAGE FOR
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
RFB NO. 18-0052**

LABOR CHARGES - CONTINUATION (These prices will be the labor cost to rebuild the engines):

Option Year One			
Description	Rebuild Time	Cost	Flat Rate Hourly Cost
1. Detroit Series 40			
2. Cummins ISL			
3. ISL			
4. GMC Duramax Diesel 4500			
5. 5.9 Liter Cummins			
6. International VT 365			
7. Cummins ISB 5.9			

Option Year Two			
Description	Rebuild Time	Cost	Flat Rate Hourly Cost
1. Detroit Series 40			
2. Cummins ISL			
3. ISL			
4. GMC Duramax Diesel 4500			
5. 5.9 Liter Cummins			
6. International VT 365			
7. Cummins ISB 5.9			

C. **PARTS:** Parts replaced in the Consolidated Government unit will be list price minus _____ percent.

D. **WARRANTY:**

1. Units installed by the Consolidated Government will be warranted a minimum of **One (1) year** from the date installed into a vehicle. **STATE WARRANTY BELOW:**

DESCRIPTION	SERIAL NUMBER	WARRANTY
Detroit Series 40	NJ-0606N0007778	
Cummins ISL	4644953	
ISL	73175762	
GMC Duramax Diesel 4500	8980424412	
5.9 Liter Cummins	60220969	
International VT 365	6.0HM2Y0350425	
Cummins ISB 5.9	57320868	

2. Vendor will be notified, and will be responsible for repair and installing engine, at no cost to the City, which fails while under warranty. **COMPLY: YES _____ NO**

DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

****COMPLETE THIS PAGE AND RETURN WITH BID****

**CONTRACT PRICING PAGE FOR
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
RFB NO. 18-0052**

IMPORTANT INFORMATION

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND ONE IDENTICAL COPIES**. The City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE**. Bidder 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**

Contract Pricing Pages (pages 15 thru 17 of 47 pages)

Proof of Insurance (See Attachment A)

Federal Clauses/Contract Pages (pages 31 thru 46 of 47 pages)

Vendor will enclose a list by engine type of the core items and their cost.

Georgia Security and Immigration Compliance/E-Verify (See Attachment C)

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

If there is a discrepancy between words and figures, the words will prevail. The above prices are total prices delivered to the City as described herein. Except as stated in the instructions, the City will pay no charges which are not included in the above bid. Any and all deviations from specifications must be approved by METRA in advance of changes/revisions to items to be furnished and delivered. Additional cost resulting from contractor requested and approved revisions are the responsibility of the contractor.

The bidder attaches hereto and makes a part hereof drawings and specifications of the equipment it proposed to furnish, in the quantity and level of detail required by the instructions. The bidder agrees to furnish an invoice to the City as far in advance of delivery or completion as possible (to facilitate payment).

If certified as a Disadvantaged Business Enterprise, please list the certifying agency: _____

****COMPLETE THIS PAGE AND RETURN WITH BID****

CONTRACT SIGNATURE PAGE
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
RFB 18-0052 (ANNUAL CONTRACT)

If there is a discrepancy between words and figures, the words will prevail. The stated prices are total prices delivered to the City as described herein. Except as stated in the instructions, the City will pay no charges which are not included in the above bid. Any and all deviations from the specifications must be approved by METRA in advance of changes/revisions to items to be furnished and delivered. Additional cost resulting from contractor requested and approved revisions are the responsibility of the contractor.

The bidder attaches hereto and makes a part hereof drawings and specifications of the equipment it proposed to furnish, in the quantity and level of detail required by the instructions. The bidder agrees to furnish an invoice to the City as far in advance of delivery or completion as possible (to facilitate payment).

Witness as to the signing of the contract

Witness as to the signing of the contract

(Corporate seal, if applicable)

Company Ordering Address

Contact:_____

Contact Email_____

Telephone_____Fax_____

By:_____
Signature of Authorized Representative Date

Print Name and Title of Signatory

Company:_____

Company Payment Address

Contact:_____

Contact Email_____

Telephone:_____Fax_____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ___ day of _____ 20__

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council

*****COMPLETE THIS PAGE AND RETURN WITH BID*****

SOLICITATION ID: RFB No. 18-0052
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
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 (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability:		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to County at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	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 **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate of Insurance.

BIDDER NAME: _____

AUTHORIZED. SIGNATURE: _____

*****COMPLETE THIS PAGE AND RETURN WITH BID*****

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

	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	
Print or type. See Specific Instructions on 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
Or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

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

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

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

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

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

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

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

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

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

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

Date of Authorization

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

Date of Authorization

Name of Contractor

Service Contract for Various Types of Engines RFB No. 18-0052

Name of Project

Columbus Consolidated Government

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 under a contract with

(Name Of Contractor)

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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-subcontractor 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 under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and

(Name of Contractor)

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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

RFB NO. 18-0052
SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
GENERAL INSTRUCTIONS

These specifications are intended to provide for and require a complete finished job as described, ready for service and of durable construction in all respects. Bidders should notify the City if any item which is clearly necessary to complete the work has been omitted from the specifications (or if any item has been inappropriately specified), and should propose suitable corrections for the City to consider.

All units or parts not specified shall be standard units or parts, conforming to the highest material, design, and work-quality standards known. All parts shall be new; used, reconditioned, or obsolete parts are unacceptable. Design of parts and equipment shall maximize interchange ability among all units.

All work shall conform to the highest standard of accepted commercial practice in its class, and shall result in a neat and finished appearance. All exposed surfaces and edges shall be smooth and free from burrs and other projections.

Wherever brand-name materials, components, and or equipment are mentioned in these specifications, the phrase "or approved equal" shall be understood to follow; bidders must receive written approval for any proposed substitution(s) before they submit their bids regardless of the use of brand names, bidders are responsible for satisfying performance, warranty, and other contractual requirements in these specifications.

The contractor is responsible for materials and equipment used, whether made by it or purchased under subcontract from outside sources, and shall not delegate responsibility to suppliers or other sources under any conditions.

Bids shall state the terms of payment offered, and shall remain in effect for at least thirty (30) days after the bid opening. Bids shall also state the earliest possible completion schedule, no later than thirty (30) days after receipt of a purchase order from the City. Bid prices shall be FOB the site designated by the City, delivered and installed. The City is exempt from payment of Federal, state, and local taxes; such taxes must not be included in bids. The City will furnish copies of tax-exemption certificates as needed.

The City will notify the contractor in writing within fifteen (15) days after delivery as to whether or not the product has been accepted. A letter of non-acceptance will include details of all deficiencies.

In determining the successful bidder, the City shall consider;

- price (payment terms of net 20 days after acceptance);
- financial responsibility;
- responsiveness to contractual and technical specifications (including the City's DBE 10.13% DBE participation goal);
- suitability of the equipment offered for local use; and
- the City's past experience.

The City reserves the right to accept any bid, reject any or all bids, or award a contract on such basis as the City deems to be in its best interest. Conditional bids, bids that take exception to the specifications, and bids not submitted on the form provided will be declared non-responsive and rejected.

Bidders and potential subcontractors may make appointments to discuss the specifications. However, requests for approved equals and clarifications or protest of the specifications must be received by the City in writing at least seven (7) days before the bid opening date. Requests for approved equals or protest of the specifications must be fully supported with technical data, test results, or other pertinent information to show the substitute or change offered is equal to or better than the specifications equipment. When approved equals are requested for any item required in the specifications to be tested, test results must be submitted for the substitute offered.

The City's replies to timely requests for approved equals and clarifications or protest of the specifications will be postmarked at least five (5) days before the bid opening date. Specification changes will be made by addendum.

Appeal of the City's decisions by the bidder (or an adversely affected potential subcontractor) must be received by FTA in writing at least three (3) days before the bid opening date. The City must receive written notice at the same time, indicating the nature of the appeal. The City will send FTA a copy of all earlier correspondence on the subjects covered by the appeal. In deciding appeals, FTA will consider only the documentation developed in negotiations between the City and the bidder and information obtained by specific requests to the City, the bidder, or other third party.

When it receives notice that an appeal has been submitted to FTA, the City will contact the appropriate FTA officials immediately to determine if bid opening should be postponed. If bid opening is postponed, the City will send a notice to all persons and firms who were given a copy of the specifications to say that an appeal has been filed and that bid opening is postponed until FTA has issued its decision. An appeal to FTA may be withdrawn at any time before FTA has issued its decision. FTA's decision on any appeal will be final; no further appeals will be considered by FTA. Bid opening will be rescheduled by appropriate addenda. The City may postpone bid opening for its own convenience.

Propose changes or revisions to the contract awarded from this Invitation for Bids must be submitted to the City for its consideration and written approval before taking effect.

FEDERAL CLAUSES

STANDARDS: This contract with the Consolidated Government of Columbus, Georgia (the City) is subject to financial assistance contracts with the Federal Transit Administration (FTA) and the Georgia Department of Transportation (GDOT). The contractor (and subcontractor at any tier) shall meet all applicable Federal, State, and local procurement requirements, including but not limited to those below. The contractor further agrees to comply with 49 CFR section 18.36 or 49 CFR section 19.40 - 19.48 including FTA Circular 4220.IF and any changes from FTA and the US DOT.

1. ENERGY CONSERVATION REQUIREMENTS

Applicability to Contracts The Energy Conservation requirements are applicable to all contracts.

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

2. ACCESS TO RECORDS AND REPORTS

Applicability to Contracts Reference Chart "Requirements for Access to Records and Reports by Type of Contracts" for all contracts.

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide Purchaser, FTA Administrator, Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for purposes of making audits, examinations, excerpts and transcriptions.

Read and initial this page _____

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

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

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
I <u>State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)						
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
II <u>Non State Grantees</u>	Yes ³	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (\$100,000)						
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

Read and initial this page _____

3. FEDERAL CHANGES

Applicability to Contracts The Federal Changes requirement applies to all contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

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

4. RECYCLED PRODUCTS

Applicability to Contracts The Recycled Products requirements apply to all contracts for items designated by the EPA, when the purchaser or contractor procures \$10,000 or more of one of these items during the fiscal year, or has procured \$10,000 or more of such items in the previous fiscal year, using Federal funds. The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

5. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

Applicability to Contracts Applicable to all contracts except micro-purchases (3,000 or less, except for construction contracts over \$2,000)

No Obligation by the Federal Government.

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

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

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

Applicability to Contracts Applicable to all contracts except micro-purchases (3,000 or less, except for construction contracts over \$2,000)

Program Fraud and False or Fraudulent Statements or Related Acts.

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

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

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

7. TERMINATION

Applicability to Contracts All contracts over \$10,000 with the exception of contracts with nonprofit organizations and institutions of higher education, where the threshold is \$100,000.

a. Termination for Convenience (General Provision) The Columbus Consolidated Government (CCG) may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CCG to be paid the Contractor. If the Contractor has any property in its possession belonging to the CCG, the Contractor will account for the same, and dispose of it in the manner the CCG directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the CCG may terminate this contract for default.

Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the CCG that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the CCG, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The CCG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate

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conditions. If the Contractor fails to remedy to the CCG's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from the CCG setting forth the nature of said breach or default, the CCG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the CCG from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that the CCG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the CCG shall not limit the CCG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) The CCG, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CCG may terminate this contract for default. The CCG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the CCG may terminate this contract for default. The CCG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Recipient goods, the Contractor shall, upon direction of the CCG, protect and preserve the goods until surrendered to the Recipient or its agent. The Contractor and the CCG shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the CCG.

h. Termination for Default (Construction) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the CCG may terminate this contract for default. The CCG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to

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complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the contractor, within [10] days from the beginning of any delay, notifies the CCG in writing of the causes of delay. If in the judgment of the CCG, the delay is excusable, the time for completing the work shall be extended. The judgment of the CCG shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering) The CCG may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract obligations. The CCG shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

j. Termination for Convenience of Default (Cost-Type Contracts) The CCG may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the CCG or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the CCG, or property supplied to the Contractor by the CCG. If the termination is for default, the CCG may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the CCG and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the CCG, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the CCG determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the

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control of the contractor, the CCG, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

8. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Applicability - Contracts over \$25,000

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905 are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies including but not limited to suspension and /or debarment. The bidder or proposer agrees to comply with requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. PRIVACY ACT

Applicability to Contracts When a grantee maintains files on drug and alcohol enforcement activities for FTA, and those files are organized so that information could be retrieved by personal identifier, the Privacy Act requirements apply to all contracts except micro-purchases (3,000 or less, except for construction contracts over \$2,000)

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. ' 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

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10. CIVIL RIGHTS REQUIREMENTS

Applicability to Contracts The Civil Rights Requirements apply to all contracts except micro-purchases (3,000 or less, except for construction contracts over \$2,000)

Civil Rights - The following requirements apply to the underlying contract:

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

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

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

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of (1967), as amended, 29 U.S.C. ' ' 623 and Federal transit law at 49 U.S.C. ' 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. ' 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission (EEOC), Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act, 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

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11. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Contracts over 3,000 awarded on the basis of a bid or proposal offering to use DBE's

The incorporation of DBE terms applies to all contracts.

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract and all contracts. The requirements of 49CFR Parts 26 and 23 and the City's USDOT approved Disadvantaged Business Enterprise (DBE) Program (where required) are incorporated in this contract by reference. Failure by the contractor to carry out these requirements is material breach of contract, which may result in the termination of this contract or such to remedy, as the City deems appropriate.

(A) The Consolidated Government of Columbus, Georgia establishes a policy of encouraging the use of DBEs in FTA funded procurement contracts. The fiscal year DBE participation goal is 10.15% of the total contract value for all FTA funded procurement. The contractor is expected to meet or exceed the City's DBE goal or demonstrate that, despite its good faith efforts, it could not meet the contract goal (unless FTA had approved an alternate method such as conclusive presumption).

- (B) The contractor must submit the following at both pre-award and post delivery stages:
1. The names of DBE subcontractor/supplies participating in the contact;
 2. A description of the work each is to perform or products provided;
 3. The dollar value of each proposed DBE subcontract.

Project Work

<u>Firm Name, Address and Federal Employer ID #</u>	<u>Assigned to Firm</u>	<u>\$ Committed to Firm</u>
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- 1.
- 2.
- 3.
- 4.
- 5.

- C) If a separate contract goal has been established, Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53.
- D) If no separate contract has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performances.
- E) The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the recipient. In addition, the contractor may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the recipient and contractor's receipt of the partial retainage payment related to the subcontractor's work

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- F) The contractor must promptly notify the recipient whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the recipient.

12. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Applicability to all Contracts except micro-purchases (\$3,000 or less, except for construction contracts over \$2,000)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CCG requests, which would cause the CCG to be in violation of the FTA terms and conditions.

13. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. 55325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

14. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323 (h)(2) by refraining from using FTA assistance to support procurements using exclusionary or discriminatory specifications.

15. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

The contractor agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206 (e) of TEA-21, 23 U.S.C. 502 note, and comply with FTA Notice, "FTA National Its Architecture Policy on Transit Projects "66 Fed. Reg. 1455, January 8, 2001, and other Federal requirements that may be issued at a later date, except to the extent FTA determines otherwise in writing.

16. ACCESS REQUIRMENTS FOR PERSONS WITH DISABILITIES

Contractor agree to comply with the requirements which states the Federal policy that elderly person and persons with disabilities have the same rights as other persons to use mass transportation services and facilities,

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and that special efforts shall be made in planning and designing those facilities. The contracts agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers Act of 1968 as amended which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that ACT. IN addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments there to:

17. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services and ferry construction) having an aggregate value of \$500,000 or more, the contractor agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of that Federal Assistance as a percentage of the total costs of that third part contract.

18. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

19. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contactors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

20. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the recipient.

21. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT-required contractual provisions, as set forth in FTA Circular 4220.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this agreement. Contractor shall not perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation,

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those listed directly or incorporated by reference in the Master agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

22. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 29 CFR 18.31, 49 CFR Subpart B, FTA Circular 5010.1D and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contactor's failure to so comply shall constitute a material breach of this contract.

23. ACCESS TO SERVICES FOR PERSON WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.C. 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited Proficient (LEP) Beneficiaries," 70 fed. Reg. 74087, December 14, 2006.

24. ENVIROMENTAL JUSTICE

The recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to address Environmental Justice in Minority Populations and Low Income Populations," 42 U.S.C. 4231 note, except to the extent that the Federal Government determines otherwise in writing.

25. ENVIROMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal Laws that may affect the project include" the National Environmental Policy Act of 1969: the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issues other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

26. GEOGRAPHIC INFORMATION AND RELATED SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

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27. FEDERAL SINGLE AUDIT REQUIREMENTS FOR STATE ADMINISTERED AID FUNDED PROJECTS ONLY

No federal entities that expend \$500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of management and Budget (OMB) Circular No. A 133, Audits of States, Local Governments, and Non Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non Federal entities that expend less than \$500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in ‘3052.215(a0, but records must be available for review or audit by appropriate officials of the Federal State agencies.

28. CATALOG OF FEDERAL ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the federal agency, and name of the pass through entity.

29. CFDA NUMBER FOR THE FEDERAL TRANSPORTATION ADMINISTRATION

A Recipient covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations,” agree to separately identify the expenditures for federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The recipient agrees to accomplish this by identifying expenditures for Federal awards made under Recover Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on SF-SAC.

Read and initial this page _____

FEDERAL CERTIFICATIONS

GOVERNMENT- WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S. C. 3101 (Contracts over \$25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal Agencies. DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that dollar threshold for application of these rules has been lowered from \$100,000 to 25,000. These are contracts and subcontracts referred to in the regulation as “covered transactions”

Grantees, contracts, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certifications still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontractors at all levels).

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or its affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR, Subpart C and must include the requirements to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

Read and initial this page _____

The certification in this clause is a material representation of fact relied upon by the recipient. If it is later determined that the bidder or proposer knowingly rendered and erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and or/debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Contractor _____

Signature of Authorized Official _____ Date ____/____/____

Name and Title of Contractor's Authorized Official _____

Read and initial this page _____

CHECKLIST

**SERVICE CONTRACT FOR VARIOUS TYPES OF ENGINES
(ANNUAL CONTRACT)
RFB No. 18-0052**

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- 1. THE CONTRACT SIGNATURE PAGE HAS BEEN SIGNED.
- 2. THE PRICES HAVE BEEN CHECKED.
- 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- 4. ALL BID SUBMISSION REQUIREMENTS.
- 5. ENVELOPE INCLUDES **ONE** (1) ORIGINAL AND **ONE** (1) COPY OF BID RESPONSE. (Please only send one copy of "Business Requirements".)
- 6. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

**Columbus Consolidated Government
Purchasing Division – Attn: Kevin Robertson
5th Floor, Tower Bldg
100 10th Street
Columbus, Georgia 31901**

- 7. THE MAILING ENVELOPE/PACKAGE HAS BEEN SEALED AND MARKED WITH THE:

TITLE: **Service Contract for Various Types of Engines (Annual Contract)**
NUMBER: **RFB No. 18-0052**
OPENING DATE: **May 9, 2018**
Buyer: **Kevin Robertson**



Please *only* submit what is required; keep the remaining pages for your records/recycle.

*** Opening date subject to change by Addendum**