

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

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

Date: **September 14, 2021**

REQUEST FOR BIDS: RFB No: 22-0014	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of: TRAFFIC SAFETY EQUIPMENT (Annual Contract)
GENERAL SCOPE	Columbus Consolidated Government is requesting bids from qualified vendors to provide traffic safety equipment to include barricades, safety flags, traffic cones, drums, various signs, stands, etc, to the Public Works Department. These items will be procured on an "as needed" basis. The contract term will be for two years with the option to renew for three additional twelve-month periods.
DUE DATE	OCTOBER 13, 2021 - 2:30 PM (Eastern) Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. <i>Responding vendors are not required, but are invited to attend the opening.</i> If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: Click here to join the meeting Or call in (audio only) +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number Reset PIN . Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.
BID SUBMISSION REQUIREMENTS	See Appendix A for <i>Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.</i>
ADDENDA	<u>IMPORTANT INFORMATION</u> Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.
"NO BID" RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.

Andrea J. McCorvey
Purchasing Division Manager



IMPORTANT INFORMATION

e-Notification

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

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

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO BID"

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

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

We, the undersigned decline to bid on your **RFB No. 22-0014** for **Traffic Safety Equipment (Annual Contract)** for the following reason(s):

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

Remarks: _____

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

GENERAL PROVISIONS

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

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

1. **TERM "CITY".** The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.
2. **PREPARATION OF FORM.** Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.
3. **EXECUTION OF THE BID PROPOSAL.** Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
4. **BID DUE DATE.** The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.
5. **BID OPENING.** Bids shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each bid, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3. 301A of the Procurement Ordinance (Public Access to Procurement Information).
6. **LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.
7. **RECEIPT OF ONE SEALED BID.** In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.
8. **RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:
 1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
 2. Award to bidder previously awarded based on favorable prior experience.
 3. Award to bidder whose principal place of business is located in the State of Georgia.
 4. If feasible, divide the award equally among the bidders.
 5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
 6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*
9. **RECEIPT OF MULTIPLE BIDS.** Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.
10. **CONDITIONS AND PACKAGING.** Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

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

12. CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS

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

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or if the bidder submits evidence which clearly and convincingly demonstrate that a mistake was made.

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

13. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

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

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

16. BID SECURITY

(1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Manager to exceed \$25,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or other form satisfactory to the City. Such bonds may also be required on construction contracts under \$25,000 or other procurement contracts when circumstances warrant.

(2) Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount.

(3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for Bids requires security, noncompliance with such requirement shall force rejection of a bid.

(4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-108 Subsection (G) (Competitive Sealed Bidding – Correction or Withdrawal of Bids: Cancellation of Awards), no action shall be had against the bidder or the bid security.

17. CONTRACT PERFORMANCE AND PAYMENT BONDS

(1) When Required: Amounts. When a construction contract is awarded in excess of \$25,000, the following bonds or security shall be delivered to the City, and shall be binding on the parties upon the execution of the contract:

a. a performance bond satisfactory to the City executed by a surety company authorized to do business in the State, or otherwise secured in a manner satisfactory to the City, amounting to one hundred percent (100%) of the price specified in the contract; and

b. a payment bond satisfactory to the City executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to the City, to protect all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, amounting to one hundred percent (100%) of the price specified in the contract.

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

(2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of the City to require a performance bond or other security in addition to the bonds, in circumstances other than the circumstances described in Subsection (1) above.

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

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

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

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

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

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

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

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

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

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

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

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

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

29. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

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

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

31. RIGHT TO PROTEST.

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

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

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

34. CANCELLATION PROVISIONS. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

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

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

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

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

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

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

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

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

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

NOTICE TO VENDORS

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

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

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

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

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

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

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

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

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

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

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

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

QUESTION/CLARIFICATION FORM

DATE: _____

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

RE: RFB No. 22-0014; Traffic Safety Equipment (Annual Contract)

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

From: _____

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

GENERAL SPECIFICATIONS

TRAFFIC SAFETY EQUIPMENT (Annual Contract) RFB No. 22-0014

I. SCOPE

Provide Traffic Safety Equipment to include barricades, safety flags, traffic cones, drums, various signs, stands, etc to Columbus Consolidated Government (the City) on an "as needed" basis. The items will be used by various departments of the City.

This is a requirement type contract, which will permit the purchase of items in the quantities to be designated at the time the orders are placed. The quantities stated in the specifications are estimates, the City may purchase some, all, more or none of the items contained in these specifications. ***The City reserves the right to add additional related items during the term of the contract.***

II. BRAND NAMES

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturers' names, drawings, trade names, brand names specifications and/or catalog numbers used herein are for purpose of description and establishing general quality levels. *Vendors may submit bid proposals for equivalent products or any manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City.*

III. TERM OF CONTRACT

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

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

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

B. Termination for Convenience

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

IV. ESCALATION CLAUSE

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

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

V. QUESTIONS / ADDENDA

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

It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

VI. INDEMNITY CLAUSE

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

VII. BID SUBMISSION REQUIREMENTS

Bid responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.

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

- A. **Communication Concerning This Solicitation** (Form 1)
- B. **Bid Form** (Form 2)
- C. **Bidder's Response to Specifications**: Provide all information requested (Pages 17-19)
- D. **Pricing Page** (Pages 20-21)
- E. **Minimum Award Agreement** (Form 3)
- F. **Contract Signature Page** (Form 4)
- G. **Product Literature**
- H. **Product Warranty**
- I. **Sample Itemized Invoice**
- J. **Addenda**: Vendors must include acknowledgment of receipt of addenda (**if any**) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm

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

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

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

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

L. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification**

(<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) Page 1 only.

VIII. AWARD / ORDERING / DELIVERY / INVOICE

- A. **Award:** This bid shall be awarded to the lowest responsive, responsible bidder by line item or in total, whichever is in the best interest of the City. The City reserves the right to reject any/or all bids. Columbus Consolidated Government shall be the judge of the factors and will make the award accordingly. Should the successful bidder(s) not be able to supply the required item(s), the City reserves the right to purchase from other sources.
- B. **Ordering:** After contract award, orders will be placed on an “as needed” basis by purchase order or e-mail. It is the vendor’s responsibility to notify the City, at the time an order is placed, if delivery cannot be met in the specified time. Inability to make delivery within the specified time will give the City the right to purchase from the next lowest bidder.
- C. **Delivery:** The item(s) shall be delivered to the location indicated on the purchase order. The successful bidder shall state on the pricing page the days for delivery from the time the order is placed. The days shall be stated in calendar days. Inability to make delivery within specified time will authorize the City to purchase from other sources.

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

The successful bidder shall deliver the items to:

Department of Public Works
Attn: Fleet Management
1011 Cusseta Road
Columbus, Georgia 31901

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

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

The invoice(s) shall reference the bid number (RFB No. 22-0014) and/or purchase order number.

IX. TERMINATION OF CONTRACT

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

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

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

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

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

FORM 1

COMMUNICATION CONCERNING THIS SOLICITATION

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

.....

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

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

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

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

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

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

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

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

BID FORM**Traffic Safety Equipment
(Annual Contract) RFB No. 22-0014****IMPORTANT INFORMATION:**

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR

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

- ☐ Communication Concerning This Solicitation (Form 1) ☐ Bid Form (Form 2)
- ☐ Bidder's Responses to Specifications (Pages 17-19) ☐ Pricing Page (Pages 20-21)
- ☐ Minimum Award Agreement (Form 3) ☐ Contract Signature Page (Form 4)
- ☐ Product Literature ☐ Product Warranty ☐ Sample Itemized Invoice
- ☐ Business License ☐ W-9 Rev 2018

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

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

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

Vendor Business Name _____

Email Address _____

Authorized Signature _____

Print Name _____

Date _____

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

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

Not Minority, Woman or DBE owned (please initial) _____*****COMPLETE ALL PAGES AND RETURN WITH BID*****

BIDDER'S RESPONSES TO SPECIFICATIONS
TRAFFIC SAFETY EQUIPMENT
(Annual Contract) RFB NO. 22-0014

All equipment must meet specifications set forth in the bid; deviation on any dimensions will not be accepted. Bidders must respond to the following specifications and return Pages 17, 18, & 19 with bid proposal.

<u>BARRICADES – 24” WIDE:</u> (Item #1 on the Pricing Page)		Bidder's Response	
1.	To be made of high-impact resistant plastic	Yes_____	No_____
2.	Molded hollow for internal ballasting with sand for added weight	Yes_____	No_____
3.	To be not less than 24” wide	Yes_____	No_____
4.	To be hinged at top so unit can be folded for storage	Yes_____	No_____
5.	Must include a permanent bracket for mounting a barricade light	Yes_____	No_____
6.	(12) inch top panels to have high-intensity sheeting on both sides	Yes_____	No_____
7.	Lower panels to have “PUBLIC SERVICES” permanently stenciled	Yes_____	No_____
<u>BARRICADE – A FRAME LEGS AND BOARDS:</u> (Item #2 on the Pricing Page)			
		Bidder's Response	
8.	Barricade consists of (2) legs and (1) board 8” width	Yes_____	No_____
9.	Legs and board to be made of high-impact resistant plastic	Yes_____	No_____
10.	Legs and board to be detachable	Yes_____	No_____
11.	Legs and board to be white in color	Yes_____	No_____
12.	Board to have reflective high-intensity sheeting on both sides	Yes_____	No_____
13.	Board is to be not less than eight (8) feet in length	Yes_____	No_____
14.	To be permanently stenciled with “PUBLIC SERVICES”	Yes_____	No_____
<u>SAFETY FLAGS:</u> (Items #3 and #4 on the Pricing Page)			
		Bidder's Response	
15.	To be made of vinyl coated mesh material	Yes_____	No_____
16.	To be mounted on a wooden staff	Yes_____	No_____
17.	Flags to be fluorescent red/orange in color	Yes_____	No_____
18.	Edge of flag to be hemmed or heat-sealed	Yes_____	No_____
19.	Available Sizes: <ul style="list-style-type: none"> • 18” x 18” with 24” staff • 24” x 24” with 36” staff 	Yes_____	No_____
		Yes_____	No_____

Vendor Name: _____

TRAFFIC CONES:

(Items #5, #6 and #7 on the Pricing Page)

Bidder's Response

20.	To be made of 100% PVC; Require reflective collars	Yes_____	No_____
21.	To have black weighted base	Yes_____	No_____
22.	Available sizes: <ul style="list-style-type: none"> • 18" high with not less than 10.5" x 10.5" base and not less than 3 lbs. total weight • 28" high with not less than 14" x 14" base and not less than 7 lbs. total weight • 36" high with not less than 14" x 14" base and not less than 12 lbs. total weight 	Yes_____	No_____
		Yes_____	No_____
		Yes_____	No_____

BARRICADE LIGHTS:

(Item #8 on the Pricing Page)

Bidder's Response

23.	Lights to meet Federal ITE specifications for Type A flashing lights	Yes_____	No_____
24.	Lens to be not less than 7" in diameter	Yes_____	No_____
25.	Case to be made of high-density polyethylene or equal	Yes_____	No_____
26.	Color of lens to be yellow	Yes_____	No_____
27.	Color of case to be yellow	Yes_____	No_____
28.	Weather resistant 6 volt flashing circuit and enclosure	Yes_____	No_____
29.	Circuit is to include photo cell sensor	Yes_____	No_____
30.	On/Off switch is inside the case and is operated from outside case with special Key/Tool	Yes_____	No_____
31.	Anti-theft mounting bolt with special tamper proof head for barricade mounting with special wrench	Yes_____	No_____
32.	Use six-volt spring terminal lantern batteries	Yes_____	No_____
33.	Case holds (2) of each battery	Yes_____	No_____
34.	Lights to be available in steady burn	Yes_____	No_____

ROLL UP SIGNS:

(Item #9 and #10 on the Pricing Page)

MESH SIGNS (non-reflective):

Bidder's Response

35.	Solid Mesh vinyl coated material	Yes_____	No_____
36.	Roll-up type; To be purchased separately from ribs	Yes_____	No_____
37.	Fluorescent red/orange in color	Yes_____	No_____
38.	Pockets made of double layered, HD, sewn on pockets	Yes_____	No_____
39.	Available sizes: <ul style="list-style-type: none"> • 36" x 36" • 48" x 48" 	Yes_____	No_____
		Yes_____	No_____

Vendor Name: _____

RIBS FOR SIGNS:

(Item #11 and #12, and, #15 and #16 on the Pricing Page)

Bidder's Response

44.	To be fiberglass with coating to minimize splintering	Yes_____	No_____
45.	Ribs to fit stand that vendor is bidding on	Yes_____	No_____
46.	To come complete with all necessary hardware for fastening ribs to roll up signs	Yes_____	No_____
47.	Ribs for 36" MESH SIGN consist of (2) 1" x 1/8" x 48"	Yes_____	No_____
48.	Ribs for 48" MESH SIGN consist of (2) 1.25" x 3/16" x 65"	Yes_____	No_____
49.	Ribs for 36" REFLECTIVE SIGN to consist of (2) 1.25" x 3/16" x 48"	Yes_____	No_____
50.	Ribs for 48" REFLECTIVE SIGN to consist of (1) 1.25" x 3/16" x 65" AND (1) 1.25" x 5/16" x 65"	Yes_____	No_____

SIGN STANDS:

(Item #17 and #18 on the Pricing Page) (Currently use Dicke T-55 and Dicke DL 1000)

TRIPOD STAND:**Bidder's Response**

51.	Folding legs for storage	Yes_____	No_____
52.	To come with all necessary hardware for mounting roll up type signs	Yes_____	No_____

WIND RESISTANT STAND:

53.	4 legged type	Yes_____	No_____
54.	Legs collapse for storage	Yes_____	No_____
55.	Open footprint min: 41" x 69"	Yes_____	No_____
56.	Storage height min: 24"	Yes_____	No_____
57.	Displays 36" and 48" roll up signs	Yes_____	No_____

DRUMS:

(Item #19 on the Pricing Page)

Bidder's Response

58.	(4) 4" High-intensity sheeting	Yes_____	No_____
59.	Orange in color	Yes_____	No_____
60.	Tire base	Yes_____	No_____

Vendor Name: _____

PRICING PAGES

Traffic Safety Equipment (Annual Contract) RFB No. 22-0014

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

VENDOR NAME:			
DESCRIPTION	ESTIMATED QUANTITY	* UNIT PRICE	EXTENDED PRICE
1. Barricade 24" Wide	300	\$	\$
2. Barricade – A Frame Legs and Board, 8" width	250	\$	\$
3. Safety flags: 18"	50	\$	\$
4. Safety flags: 24"	300	\$	\$
5. Traffic cones: 18" with reflective collar	300	\$	\$
6. Traffic cones: 28" with reflective collar	250	\$	\$
7. Traffic cones: 36" with reflective collar	150	\$	\$
8. Barricade Light	10	\$	\$
9. Mesh Sign – 36" **	10	\$	\$
10. Mesh Sign – 48" **	10	\$	\$
11. Ribs for 36" Mesh Sign	3	\$	\$
12. Ribs for 48" Mesh Sign	3	\$	\$
13. Ribs for 36" Roll up Reflective Sign	7	\$	\$
14. Ribs for 48" Roll up Reflective Sign	6	\$	\$
15. Tripod Stand ***	7	\$	\$
16. Wind Resistant Stand ***	300	\$	\$
17. Drum with Tire Base	6	\$	\$
18. 6 Volt Spring Terminal Battery	300	\$	\$
TOTAL ESTIMATED CONTRACT VALUE:			\$

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

****LEGEND FOR SIGNAGE TO INCLUDE:** MEN WORKING; WORKERS AHEAD; ROAD WORK AHEAD; FLAGMAN AHEAD; “FLAGGER” SYMBOL; “MEN WORKING” SYMBOL; RIGHT LANE CLOSED; AND LEFT LANE CLOSED. SIZES WILL VARY. THE CITY USES ALL MESH, ORANGE DAYTIME SIGNS. THERE IS NO REFLECTIVE MATERIAL ON THEM. THE SIGN FACES AND RIBS ARE TO BE PURCHASED SEPARATELY.

*****CURRENT STANDS:** THE CURRENT STANDS IN USE ARE DICKE T-55 AND DICKE DL 1000.

Vendor shall make delivery _____ days after receipt of purchase orders.

VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED:_____ %

Vendor Name	Date
--------------------	-------------

MINIMUM AWARD AGREEMENT

VENDORS ARE REQUIRED TO COMPLETE & RETURN THIS PAGE WITH BID

EACH BIDDER WILL GIVE THE MINIMUM AWARD THEY ARE WILLING TO HONOR; EITHER MINIMUM QUANTITY OF LINE ITEMS, OR MINIMUM DELIVERY ORDERS, OR MINIMUM DOLLAR VALUE.

Bidders are required to supply this vital information to save time and delivery lags. If it is not beneficial for a vendor to accept an award under a certain quantity or dollar value, advance notice is required.

Vendors will be informed of line items awarded in writing. **Consequently, we will not call** to verify your acceptance of an award. A great deal of time and effort is utilized conferring with vendors to confirm if they will supply the goods bid. As a result, we have found that bidders who do not receive a substantial portion of a bid, decline to supply their awarded items. We must assume, by submitting a bid for a particular item(s), a vendor is responsible and responsive to supply said item(s). (If with all good intentions, bidder cannot supply the items awarded, it is the **responsibility of the bidder** to notify the City of Columbus.)

In addition, **we will not call** to verify unit sizes and brand names. The bid specifications ask for complete information, to include brand names, unit sizes, etc...(*Refer to paragraph titled "unit size" and paragraph titled "brand name")

(*PLEASE NOTE: THIS AGREEMENT DOES NOT REFER TO MINIMUM "DELIVERY" ORDERS. IF THE VENDOR HAS A STIPULATION CONCERNING A MINIMUM DELIVERY, PLEASE INDICATE BELOW).

(Name of Company)

will commit to honor

a **minimum** number of _____ line items

or

a **minimum** delivery orders of _____ (weight, boxes, etc)

or

a total dollar value award of **not less than \$** _____.

We understand that if our total award amount is below the minimum number of line items, or minimum delivery orders, or total dollar value indicated above, our award items will be awarded to the next responsible, responsive bidder.

For the line items bid, we have completed the bid form to include the brand name and indicated package/unit sizes that differ from the specifications.

(Authorized Signature) Date

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

CONTRACT SIGNATURE PAGE**Traffic Safety Equipment
(Annual Contract) RFB No. 22-0014**

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

Witness as to the signing of the contract

Signature of Authorized Representative Date

Witness as to the signing of the contract

Print Name and Title of Signatory

(Corporate seal, if applicable)

Company Name

Company Ordering Address

Company Payment Address

Contact _____

Contact _____

Email _____

Email _____

Telephone _____

Telephone _____

Fax _____

Fax _____**CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

Accepted this ____ day of _____ 20 ____

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

DEMANDSTAR SUBMISSION REQUIREMENTS

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

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

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

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

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

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

ELECTRONIC BID SUBMISSION **REQUIREMENTS CHECKLIST**

Traffic Safety Equipment (Annual Contract) RFB No. 22-0014

IMPORTANT NOTICE

1. Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. **The City will not consider any information submitted as "Supplemental Documents".**
2. **Zip files with multiple folders will not be accepted.** Vendors shall submit one PDF file of proposal.
3. Due to file size limitations, please **do not re-send the City's full specifications** document as this information is already on file.
4. In the event DemandStar requires a dollar value for your submittal, enter "0".

Please submit your electronic bid response as indicated below:

(Scan all pages as one PDF file and submit in "Bidders Response ALL Documents".

- ___ 1. COMMUNICATION CONCERNING THIS SOLICITATION (**Form 1**)
- ___ 2. BID FORM (**Form 2**)
- ___ 3. BIDDER'S RESPONSES TO SPECIFICATIONS (**Pages 17-19**)
- ___ 4. PRICING PAGES (**Pages 20 - 21**)
- ___ 5. MINIMUM AWARD AGREEMENT (**Form 3**)
- ___ 6. CONTRACT SIGNATURE PAGE (**Form 4**)
- ___ 7. PRODUCT LITERATURE
- ___ 8. PRODUCT WARRANTY
- ___ 9. SAMPLE ITEMIZED INVOICE
- ___ 10. ADDENDA (IF ANY)
- ___ 11. BUSINESS LICENSE 2021
- ___ 12. W-9 Rev 2018 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>) Page 1 only

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



Registering for DemandStar



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

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

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

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

1 REGISTER

Go to:

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

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Company Name

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



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206.940.0305

2 CHOOSE YOUR FREE AGENCY

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

← Choose Your Free Agency

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

City of Metropolis

×

Narrow down your search by selecting a state and county.

State

County

Select State ▼

Select County ▼

☐ City of Metropolis – Board of Commisioners

☐ City of Metropolis Purchasing

☒ Metropolis Technical College

3 CHECK OUT

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

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

My Subscriptions  [0]

Nation (0)

States (0)

Counties (0)

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

Proceed to Checkout

Skip for Now

SIGN UP

Visit www.demandstar.com



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206.940.0305

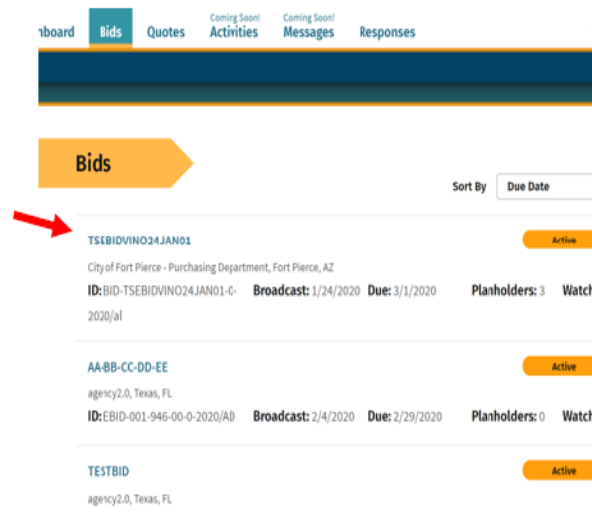
Responding to an Electronic Bid

5 Step Instructions

Step 1

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

- Click on the solicitation name



Step 2

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

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

TESTBID

Bid Details

Agency Name: agency2.0
 Bid Number: EBID-123456-0-2020JAD
 Bid Due Date: 02/26/2020 (PST)
 Bid Opening: 23 days, 04 hours, 23 minutes, 04 seconds Remaining
 Bid Name: TESTBID

Scope of Work

SCOPE OF WORK

Documents

Filename	Type	Date Modified	Status
Test	Attachment	02/04/2020	Complete

Distribution Info

Bid Bond: None
 Plan (Assigned): None
 E-Bidding: 1.0000
 Distributed By: DEMANDSTAR
 Distribution Method: DEMANDSTAR
 Distribution Options: Bid has no items/line associated with it
 Project Estimated Budget: 1,000,000.00
 Distribution Notes: None

Publications

View Log(s)

Pre-Bid Conference

No Pre-Bid Conference Data Found

Commodity Code

[00-045-00] PHYSICAL SERVICES

Submit E-Bid Proposal

Step 3

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

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

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

DEMANDSTAR Dashboard Bids Quotes Activities Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My E-Bid Response

E-Bid Response

Contact Information

Company Name: Calgon Carbon Corporation
 Address 1: P.O. Box 717
 Address 2: Address 2 (optional)
 City: Pittsburgh
 Country: United States of Ame...
 State/Province: Pennsylvania
 County: Select...
 Postal Code: 15200-0717
 Phone Number: 4127870810
 Extension: Extension (optional)
 Bid Amount: 127,000
 Alternate Bid Amount: Alternate Bid Amount (optional)
 Notes: For the full 6 month contract

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Next

Step 4

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

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

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

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

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

Step 5

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

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