

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
BidLine 706-225-4536
www.columbusga.org

Date: February 3, 2010

REQUEST FOR BIDS: RFB NO. 10-0040	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of: LAKEBOTTOM PARK TRACK & FIELD RESURFACING AND TRENCH DRAIN INSTALLATION
GENERAL SCOPE	The track and field resurfacing consists of providing a polyurethane running track surface with structural spray finish, long jump/triple jump runway and high jump area resurfacing and related work. The City will be responsible for demolishing and removing the existing track. The trench drain consists of installing a pre-cast, interlocking polyester concrete trench drainage system around the entire track. The resurfacing contractor shall be a member of the American Sports Builders Association.
DUE DATE	MARCH 10, 2010 - 2:30 PM (Eastern) Bids must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division, 5 th Floor, Government Center, 100 10th St, Columbus, GA. Bids will be opened during the 3:00 p.m. hour in the Conference Room of the Purchasing Division. Bidders are not required, but are invited to attend the bid opening.
ADDENDA	<u>IMPORTANT INFORMATION</u> The Purchasing Division will post addenda (if any) to its web page at http://www.columbusga.org/finance/proposals.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.
NO BID RESPONSE	Refer to page 2 if you are not interested in this invitation.

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

STATEMENT OF "NO BID"

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

Email: dlewis@columbusga.org
Fax: (706) 653-4109, Attn: **Della Lewis**
Mail: Columbus Consolidated Government
Purchasing Division
P O Box 1340
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB NO. 10-0040**, for **LAKEBOTTOM PARK TRACK & FIELD RESURFACING AND TRENCH DRAIN INSTALLATION** 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 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.
- ☐ Remove us from your vendor's list for this commodity or service.
- ☐ 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 vendor list for this commodity or service.

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

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 SUBMISSION. Fax bid submissions will not be accepted as a response to the Invitation for Bids. 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 a draft tabulation and may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. **In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.**

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 Purchase Date 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 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, 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 must return a **Statement of “No Bid”** and request to be retained or removed from bid list. Failure to respond to three bid invitations will result in firm’s removal from the City’s bid list for that particular commodity.

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.

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 WRITING AND MUST BE ADDRESSED TO THE PURCHASING DIVISION. (QUESTION/CLARIFICATION FORM ATTACHED)

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 specifications or procedures. 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. Vendors shall not contact department heads or using agencies with questions about solicitations. You must submit the written question to the Purchasing Division. If it is necessary that a technical question needs addressing, the Purchasing Division will forward such to the using agency, which will submit a written response.

The Purchasing Division will forward written responses to the respective vendor or if it becomes necessary to revise any part of this solicitation, a written addendum will be issued to all vendors.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY'S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE VENDORS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIRECTOR.

Any request by vendors after a solicitation has been opened and pending award must also be submitted in writing to the Purchasing Division.

Use the attached Question/Clarification Form or email Dlewis@columbusga.org to submit inquiries regarding the bid.

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Della Lewis, Buyer Specialist, CPPB
Email: dlewis@columbusga.org
Fax: (706) 653-4109

RE: RFB No. 10-0040 – Lakebottom Park Track & Field Resurfacing and Trench Drain

I have the following concerns/questions about the specifications for the reference solicitation:

[illegible]

From: _____

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

GENERAL SPECIFICATIONS
Lakebottom Park Track & Field Resurfacing and
Trench Drain Installation
RFB No. 10-0040

I. SCOPE: The track and field resurfacing consists of providing a polyurethane running track surface with structural spray finish, long jump/triple jump runway and high jump area resurfacing and related work. The City will be responsible for demolishing and removing the existing track. The trench drain consists of installing a pre-cast, interlocking polyester concrete trench drainage system around the entire track. The resurfacing contractor shall be a member of the American Sports Builders Association. Lakebottom Park is located at Cherokee Avenue Columbus, GA 31901.

II. QUESTIONS: All questions and requests for clarification must be submitted in the manner specified on pages 7 and 8, **no later than Wednesday, March 1, 2010.**

III. BRAND NAMES: Whenever in this invitation any particular material, processes and/or equipment are indicated or specified by patent, propriety or brand name or 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 manufacturer's names, drawings, trade names, specifications and/or catalog numbers used herein are for the purpose of numbers description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. The City will consider any proposal that is equivalent to or surpasses stated specifications. Determination of equivalency shall rest solely with the City.

IV. INSURANCE: Vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached Insurance Checklist. The limits shown are minimum limits. Proposers shall indicate the actual limit they will provide for each insurance requirement. The vendor shall complete the Insurance Checklist and include with sealed bid. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

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

VI. BID SUBMISSION REQUIREMENTS

Each Vendor must include the following items with sealed bid; failure to do so will render vendor's bid "Incomplete".

- A. Bid Form (Pricing Page):** Provide all information requested.
- B. Bid Bond:** Provide a bid surety in the form of a Cashier's Check, Certified Check, or Bid Bond payable to the Consolidated Government of Columbus, Georgia in the amount of five percent (5%) of the sum of the bid submittal. 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 5 days after the bid opening. If the original document is not received within 5 days, then the bid will not be considered.
- C. American Sports Builders Association:** The resurfacing contractor shall supply documentation of membership with said association.
- D. Certified Track Builder:** Provide documentation of said certification.
- E. Contractors License:** Provide documentation of contractors license.
- F. Product Literature/Specifications:** Provide standard printed specifications of track surfacing system.
- G. Sample:** Provide 4'x4' sample of proposed synthetic track surfacing system for this project.
- H. Shop Drawings:** Provide drawings showing schematic plan of total drainage system, listing all parts being provided with exact centerline dimensions suitable for installation.
- I. Manufacturer's Installation Information:** Provide a copy of the drainage system manufacturer's recommended method of installation, assembly and anchorage.
- J. Statement of Qualifications and Work Guarantee:** Provide all information requested on pages 19 - 22. The statement must be notarized.
- K. Insurance:** Refer to Page 9, Section III.
- L. Forms for the attached Georgia Security and Immigration Compliance Act of 2006.**
- M. W-9 Form:** Provide all information requested.
- N. Addenda:** Any addenda will be posted on the web page of the Purchasing Division, at <http://www.columbusga.org/finance/proposals.htm>. **It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.**

Bids must be delivered sealed in an envelope or package. The envelope or package should reference the bidder's name, full address and the bid number and/or bid name. Mail or hand-deliver bid to:

Columbus Consolidated Government
Purchasing Division

**RE: RFB No. 10-0040, Lakebottom Park Track & Field Resurfacing and
Trench Drain Installation**

(Mail) P. O. Box 1340
Columbus, GA 31902-1340

(Deliver) 5th Floor - Government Center Tower
100 10th Street
Columbus, GA 31901

VII. PERFORMANCE BOND: After award of the contract by Columbus City Council, the successful Bidder shall, without any additional cost to the City, furnish a Performance Bond in the amount of one hundred percent (100%) of the total proposal price within ten (10) calendar days after notification of an award. Such bond shall be issued from a reliable surety company, licensed to do business in the state of Georgia and acceptable to the City.

VIII. AWARD/NOTICE TO PROCEED/FINAL INSPECTION/INVOICE

- A. Award: This bid will be awarded to the lowest, responsive, responsible bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required services, the City reserves the right to procure from other sources. After award of the bid by Columbus City Council, the successful vendor will be required to sign a contract for the project.
- B. Notice to Proceed: The Director of Parks and Recreation, or his designee, shall issue the notice to proceed with the work.
- C. Final Inspection: Contractor must obtain final inspection the Director of Parks and Recreation, or his designee, after work is completed.
- D. Invoices: After satisfactory and completion of the work, the successful vendor (s) shall forward an invoice to the following address. The invoice shall reference the purchase order number. Failure to reference the purchase order number may delay payment of the invoice:

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

IX. 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 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.

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

TECHNICAL SPECIFICATIONS
Lakebottom Park Track & Field Resurfacing and
Trench Drain Installation
RFB No. 10-0040

A. TRACK & FIELD RESURFACING

The City will be responsible for demolishing and removing the existing track. The standard outdoor running track shall be 400 meters in length and not less than 6.40 meters in width. It shall normally consist of two parallel straights and two semicircular curves of equal design. Lanes shall be marked on both sides by white lines 5 centimeters wide. The lanes shall be numbered with lane one on the left when facing the finish line. The track, long jump/triple jump and high jump surface and line striping shall meet NFHS Association requirements.

PART 1. GENERAL DESCRIPTION

- Article 1. The contract work to be performed consist of supplying all labor, materials, equipment, supervision and services necessary for the proper completion of a Polyurethane running track surface with structural spray finish, long jump/triple jump runway and high jump area resurfacing and related work indicated herein. All resurfacing systems materials delivered to the site shall be removed by the contractor.
- Article 2. Install an impermeable polyurethane synthetic track system long jump/triple jump runway and high jump area resurfacing comprised of a base layer of polyurethane bound SBR rubber granules, an impermeable layer of a two-component urethane, and topped with a spray-applied coating of single component polyurethane, and EPDM granules.
- Article 3. The complete resurfacing system shall take into consideration NFHS Performance Standards for Athletic Surfaces.
- Article 4. The surface contractor shall coordinate the work specified with an authorized and appointed representative of the Parks and Recreation Department or Parks and Recreation Director so as to perform the work during a period and in a manner acceptable to the department.

PART 2. QUALITY ASSURANCE

- Article 1. The resurfacing contractor must have installed a minimum of five outdoor track surfaces using the specified two-component polyurethane materials and system within the last two years.

- Article 2. The polyurethane manufacturer must have a minimum of five years experience with compound two-part polyurethane for athletic surfaces.
- Article 3. The resurfacing contractor shall be a member of the American Sports Builders Association and shall supply documentation to verify.
- Article 4. The resurfacing contractor shall supply a Certified Track Builder to oversee the project.
- Article 5. The resurfacing contractor shall provide proof of insurance and contractors license.

PART 3. MATERIALS

- Article 1. The **Primer** must be polyurethane-based, specifically formulated to be compatible with the track surfacing material and the base.
- Article 2. The **Black Rubber Granules** for the base mat shall be recycled SBR rubber, processed and chopped to 1-3mm size, containing less than 4% dust.
- Article 3. **EPDM Granules**-The rubber granules for the structural spray wearing coats shall be EPDM peroxide cured, synthetic rubber containing a minimum of 20% EPDM resin, with a specific gravity of 1.5 ± 0.1 cryogenically processed and chopped 0.5-1.5mm. The EPDM rubber will be the same color as the color chosen for the track surface by the Parks and Recreation Director which will be Red.
- Article 4. The **Polyurethane Binder** for the black rubber mat shall be MDI-based and or MDI/TDI mixture, mono-component, polyurethane binding agent. The binding agent shall not have a free TDI monomer level above 0.2%, must be clear or black in color, not milky, and must be solvent free. The binding agent must be specifically formulated for compatibility with SBR stranded or rubber crumb.
- Article 5. The **Structural Spray Coating** shall be an MDI-based single-component, moisture cured, 100% solids, pigmented polyurethane, specifically formulated for compatibility with EPDM granules. The coating shall be the color specified by the owner, which will be the color Red. Pigment intergraded in the field shall not be allowed.
- Article 6. **Impermeable Layer or Seal Coat** shall be a pigmented, thixotropic, two-component, polyol and isocyanate, moisture cured, urethane compound to match the color of the wear coat, and it should be squeegee applied.
- Article 7. The **Line Marking Paint** shall be polyurethane paint specifically manufactured to be compatible with polyurethane synthetic track surfaces

PART 4. EXECUTION/INSTALLATION

- Article 1. **Sub-base**- The synthetic track surfacing system shall be laid on an approved sub base. The contractor shall verify asphalt concrete paving for dimensional accuracy, strength and surface preparation. Parks and Recreation Director or approved project personnel shall be notified of any deficiencies and at this time corrective action shall be addressed prior to installation. The contractor shall provide compaction test results of 95% or greater for the installed sub base and asphalt surface.
- Article 2. Beginning installation of synthetic track surface stipulates contractor accepting the existing conditions of the sub base and has verified with the Parks and Recreation Director or approved project personnel in writing that they are in acceptance of the asphalt receiving base, it is thereafter work can commence.
- Article 3. **Priming**- The primer shall be spray-applied in accordance with the manufacturer's specifications. Only those areas that can be installed the same day should be primed.
- Article 4. **Base Mat**- The black SBR granules and the Polyurethane Binder shall be mixed together on site to regulate the ratio/quantity of SBR, not to exceed 82% in the base mat portion of the system. The Polyurethane Binder shall be mixed with the SBR rubber so that a minimum of 20% by weight exists in the final mixture. A machine that is specifically designed for this type of application then mechanically installs this mixture.
- Article 5. **Impermeable Layer/Seal Coat** – The two components are mixed at the prescribed ratio homogeneously with a suitable mixing device. This may be a strong drilling machine with a mixing paddle, a static mixing machine or an automatic mixer. This coating is squeegee applied to the base mat, making it impermeable.
- Article 6. **Structural Spray Coats**- After the black rubber and sealer coater have cured, the top layer installation consists of the .5 to 1.5 EPDM granules mixed with the pigmented Polyurethane, the single component structural spray coating. The structural spray shall be made in two uniform applications.

PART 5. LINE MARKINGS AND STRIPING

- Article 1. Line striping and event markings and colors on track shall be laid out in accordance with current NFHS association, in addition only an experienced track-striping specialist shall perform the line striping.
- Article 2. The contractor shall consult with the Parks and Recreation Director or approved project personnel prior to the start of his calculations for determination of the finish line location, events to be run, location of lane numbers and additional paint markings.

Article 3. Upon completion of the installation the Parks and Recreation Director approved project personnel shall be supplied with all necessary computations and drawings as well as a letter of certification attesting to the accuracy of the markings.

PART 6. THE LONG JUMP AND TRIPLE JUMP RUNWAY/HIGH JUMP

Article 1. Install a **LONG JUMP AND TRIPLE JUMP** runway with the impermeable polyurethane synthetic track surface. The construction and material of the runway shall be extended beyond the takeoff board to the nearer edge of the landing pit.

The minimum length of the runway for the long jump and triple jump shall be 40 meters from the edge nearest the pit of each event's takeoff board. It is recommended that the width of the runway be 1.22 (± 0.01) meters.

The full length of the runway may be permanently marked with lines on or touching the edge that is not more than 2 centimeters wide and 5 centimeters long to indicate the distance from the foul line. Install long jump take off board markings in accordance with NFHS.

In the **HIGH JUMP** area resurface using the impermeable polyurethane synthetic track surface the maximum inclination of the last 15 meters of the approach and takeoff area shall not exceed 1:250, four-tenths of one percent (0.4%), in the running direction toward the center of the crossbar.

PART 7. SITE CONDITIONS

Article 1. Installation shall not take place if adjacent or concurrent construction generates excessive dust, abrasives or any other byproduct that, in the opinion of the installer, would be harmful to the track material, until completion of such works.

Article 2. If, in the opinion of the installer of the synthetic material, the weather and/or climatic conditions are detrimental to the proper installation of the surfacing materials, work shall be delayed until conditions are acceptable. Preferably in temperatures of 50 degrees and rising.

PART 8. WARRANTY

Article 1. The resurfacing system shall be warranted for five (5) years against defects in materials, workmanship, and significant color fade and granulate loss. The warranty excludes damage or defects caused by subsequent deteriorating or improper construction of design of sub-base materials, vandalism, abuse, neglect, lack of maintenance, or acts of God.

Synthetic surfacing material found to be defective as a result of faulty workmanship and/or material failure shall be replaced or repaired at no charge, upon written notification within the guarantee period.

PART 9. PHYSICAL PROPERTIES

Thickness:	13mm
Shore A Hardness:	55± 5 (ASTM D-2240)
Elongation at Break:	Approximately 100% (ASTM D-412)
Tensile Strength:	.80 N/mm2 (ASTM D-412)
Compression Set Recovery:	90%-95% over 24-hour period (ASTM D-412)
Abrasion Resistance:	.25 grams loss after 1000 cycles (ASTM D-501)
Coefficient of Friction:	Dry: .7-.75, Wet: .6-.65 (ASTM D-1984)
Resilience:	37%-39% (ASTM D-2632)
Tear Resistance:	60-75 psi (ASTM D-624)
Chalking:	No change after 1000 hours in weather meter (ASTM D-822)

PART 10. SUBMITTALS

Article 1. The following submittals must be received with bid submittal:

- A. Standard printed specifications of the Track Surfacing System to be installed on this project.
- B. An affidavit attesting that the Track Surfacing material to be installed meets the requirements defined by the manufacturers currently published specifications and any modifications outlined in those technical specifications.
- C. A synthetic track surfacing system sample, 4"x 4" in size, of the same synthetic track surfacing system to be installed on this project.
- D. An installation list of outdoor track facilities installed in the last two (2) years using the exact synthetic track surfacing system specified herein

B. TRENCH DRAIN

PART 1. GENERAL

Article 1. All materials, equipment and labor necessary to install a pre-cast, interlocking polyester concrete, trench drainage system as specified or a similar drainage system around the entire track. All trench drainage systems materials delivered to the site shall be removed by the contractor.

Article 2. Work specified in other sections includes but is not limited to excavation and backfill, cast-in-place concrete and mechanical equipment.

Article 3. **System Description**- Modular trench drain system pre-cast from corrosion resistant Polyester polymer concrete including interlocking modular components for on-site installation.

Article 4. **Quality Assurance**-The contractor must have installed a minimum of five outdoor trench drain system around track surfaces using the specified drainage system or system of similar specifications.

PART 2. PRODUCTS

Article 1. **Physical and Mechanical Characteristics**

Top unit width	5.70 inches
Internal width	4.30 inches
Unit depth	5.70 inches
Compressive strength of specified polymer concrete	14,000 psi
Flexural strength of specified polymer concrete	3,000 psi
Water absorption rate	not to exceed .1% by weight

Article 2. **Channel Profile**- Shall include positive interlocking tongue and groove connections That can be sealed to provide watertight connections. Each pre-cast polymer concrete One-meter (39.7”) unit shall have a .5” (13mm) longitudinal evacuation slot.

Article 3. **Catch Basins**-Shall be pre-cast polymer concrete 21.75” (552mm) in length and include a trash bucket and removable cover.

PART 3. INSTALLATION

Article 1. Excavate area for channel placement wide enough and deep enough to accommodate the sport system channel and a minimum of 4 inches concrete encasement. Channels require a minimum of 4 inches of concrete support on both sides as well as beneath channel. Top of channel must evenly align to the surface of the surrounding slab.

Article 2. Following final set of concrete, remove protection covering the top of channels.

Article 3. Contractor shall install in strict accordance with trench drain system manufacturers recommendations.

PART 4. SUBMITTALS

Article 1. Contractor shall submit, drawings showing schematic plan of total drainage system listing all parts being provided with exact centerline dimensions suitable for installation. Copies of the manufacturer’s recommended method of installation, assembly and anchorage shall be submitted for review.

STATEMENT OF QUALIFICATIONS & WORK GUARANTEE
Lakebottom Park Track & Field Resurfacing and
Trench Drain Installation
RFB No. 10-0040

The undersigned certifies the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by: Firm Name: _____

Address: _____

Principal Office Location: _____

Name of Principal, Owners or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years this organization has been in business? _____

Have members of this organization operated under former names/businesses? Yes____ No____
If "yes," list name, type of entity and names of principal, owners or partners

Claims and Suits

Has your organization ever failed to complete any construction work it has been awarded? Yes____ No____

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please describe in full.) Yes____ No____

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed? Yes____ No____

Are all city, county, state and Federal taxes of any type, including real estate, FICA and Workmen's Compensation paid to date? Yes____ No____

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? If the answer to either of the preceding questions is "Yes," please describe in full in an attachment. Yes___ No___

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, please describe in full. Yes___ No___

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment. Yes___ No___

Provide a brief description of the general type of work the firm performs.

The resurfacing contractor must have installed a minimum of five outdoor track surfaces using the specified two-component polyurethane materials and system within the last two years. Provide the name, address and contact information for the five facilities:

1. _____
2. _____
3. _____
4. _____
5. _____

The polyurethane manufacturer must have a minimum of five years experience with compound two-part polyurethane for athletic surfaces. State the experience of your polyurethane manufacture:

The trench drain contractor must have installed a minimum of five outdoor trench drain systems around track surfaces using the specified drainage system or system of similar specifications. State the experience of your trench drain contractor.

An experienced track-striping specialist must perform the line striping services. Provide the name and state the experience of your track-striping specialist:

Describe the warranty and guarantee of work for proposed resurfacing system (**refer to page 16, Part 8, Warranty**)

Describe your Warranty and Guarantee of Work for your proposed trench drain system

Provide an installation list of outdoor track facilities installed in the last two years using the exact synthetic track surfacing system specified herein:

Please indicate for this project the work you intend to subcontract:

By signing this form, the authorized representative attests that the track surfacing material to be install meets the requirements defined by the manufacturer currently published specifications and any modifications outlined in those technical specifications:

Name of Responding Company

Print Name of Authorized Representative

Date

Signature of Authorized Representative

* * * * *

On this _____ day of _____, 20_____, before
me appeared _____, who, being duly sworn, did execute the foregoing
agreement, and did state he or she was properly authorized by _____
to execute the agreement and did so at his or her free act and deed.

Notary Public:_____

Commission expires_____

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

OR

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR INFORMATION REGARDING "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Accordingly, the following attachments relate to documentation you must provide the City regarding the number of employees you have.

The requirements of the new law shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of **500 or more employees;**
- (b) On or after July 1, 2008, to public employers, contractors, or subcontractors of **100 or more employees; and**
- (c) On or after July 1, 2009, to **all other** public employers, their contractors, or subcontractors.

On the next page you will be required to verify the number of employees in your company. **As of July 1, 2009, all contractors must also complete the attached "CONTRACTOR AFFIDAVIT AND AGREEMENT".** Additionally, if you utilize subcontractors, they must complete the SUBCONTRACTOR AFFIDAVIT.

Vendors may view complete verbiage for the new law on the Purchasing Web Page: www.columbusga.org/Finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act_of_2006.pdf

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

Effective for contracts commencing after July 1, 2007 REQUIRED CONTRACT CLAUSES

Compliance with the requirements of O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02 are conditions of this Contract.

Contractor affirms by checking the box below, the employee-number category applicable to the Contractor as required by O.C.G.A. §13-10-91:

- ☐ "500 or more employees"
- ☐ "100 or more employees"
- ☐ "fewer than 100 employees,"

In the event the Contractor employs or contracts with any Subcontracted(s) in connection with the covered contract, the Contractor will secure from the Subcontractor(s) such Subcontractor(s') indication of the employee-number category applicable to the Subcontractor.

The term "Subcontractor" includes a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

In accordance with the provisions of O.C.G.A. §13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered contract, the Contractor shall secure from such subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the Subcontractor's execution of the Subcontractor Affidavit in the form provided by Columbus, Georgia. The Contractor shall maintain records of such attestation for inspection by Columbus, Georgia at any time. Such Subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

The Contractor's compliance with the requirements of §O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by the execution of the Contractor Affidavit as provided by Columbus, Georgia and such affidavit must be attached to, and become a part of, the covered Contract.

The Contractor agrees that all portions of contracts pertaining to compliance with O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

Business Name: _____

Signature of Authorized Agent: _____

Print Name of Authorized Agent and Title: _____

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

CONTRACTOR AFFIDAVIT AND AGREEMENT

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 contracting with **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **Columbus Consolidated Government, Columbus, Georgia**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Columbus Consolidated Government, Columbus, Georgia**, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 200__

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

SUBCONTRACTOR AFFIDAVIT

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, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 200__

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.

INSURANCE FORM

Lakebottom Park Track & Field Resurfacing and
Trench Drain Installation
RFB No. 10-0040

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	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	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	9. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
	10. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	11. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	12. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	13. Professional Liability	\$1 Million per occurrence/claim	
	14. Architects and Engineers	\$1 Million per occurrence/claim	
	15. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	16. Medical Malpractice	\$1 Million per occurrence/claim	
	17. Medical Professional Liability	\$1 Million per occurrence/claim	
	18. Dishonesty Bond		

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

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: _____

AGENTS NAME: _____ SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

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

BIDDER NAME: _____ AUTHORIZED. SIGNATURE: _____

BID FORM (PRICING PAGE)

Lakebottom Park Track & Field Resurfacing and Trench Drain Installation

RFB No. 10-0040

By signing this form, the authorized representative attests to the fact that the company has examined all agreements and specifications; and on the basis of the agreements and specifications, the company proposes to furnish all necessary labor, materials, equipment and services and will perform said work in the manner specified:

DESCRIPTION	BID
Track and Field Resurfacing, as specified	\$
Trench Drainage System, as specified	\$
TOTAL BID	\$
We will complete the work, as specified, within _____ days after notice to proceed.	
Please identify the source of your notification about this PQ: ☐ City of Columbus postcard:_____ ☐ Georgia Procurement Registry:_____ ☐ Both:_____ ☐ Other:_____	

IMPORTANT INFORMATION:

By signing this form, the authorized representative understands their bid will not be considered if the following items are not included with sealed bid, including acknowledgment of receipt of each addendum. Use the following check-list to verify the items are included in sealed bid:

☐ Bid Form	☐ Bid Bond	☐ GSICA forms	☐ American Sports Builders Assoc.
☐ Sample	☐ Track Builder Certification	☐ W-9 form	☐ Contractors License
☐ Shop Drawings	☐ Qualifications/Guarantee	☐ Insurance Information	☐ Literature/Specifications
☐ Manufacturer's Installation Information			

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

Addendum No. 1 ____ **Addendum No. 2** ____ **Addendum No. 3** ____ **Addendum No. 4** ____

REMINDER: Your sealed bid must include all of the documents/items listed above; failure to do so will render your bid incomplete and ineligible for award consideration.

Vendor's Name _____

Vendor's Street Address	City	State	Zip
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Vendor's Remittance or Mailing Address (If different)	City	State	Zip
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Phone Number	Fax Number	Email Address
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Signature of Authorized Representative	"Print" Name and Title	Date of Signature
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Please initial if business is minority or woman owned; if not, "N/A": Woman owned: Minority owned: