

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: January 18, 2010

<p>INVITATION FOR QUOTATIONS:</p> <p>PQ NO. 10-0011</p>	<p>Qualified vendors are invited to submit sealed quotes, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">POOL REPAIRS</p>
<p>GENERAL SCOPE</p>	<p>Provide all equipment, materials and labor to remove and replace caulking compound in tile joints of three leisure pools located at Psalmond Road, Shirley Winston and Rigdon Road parks.</p>
<p>SITE VISIT</p>	<p>At least five (5) calendar days before the due date, each vendor is responsible for performing a site visit of each pool. Schedule the site visit by calling Mr. Carson Revell at 706-225-4655 or 706-366-0375. Any questions/concerns resulting from the Site Visit <u>must</u> be submitted in writing to the Purchasing Division.</p>
<p>DUE DATE</p>	<p align="center">MARCH 19, 2010 - 2:30 PM (EASTERN)</p> <p>Quotes must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5th Floor, Government Center, 100 10th Street, Columbus, GA.</p>
<p>ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>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.</p>
<p>NO QUOTE RESPONSE</p>	<p>Refer to page 2 if you are not interested in submitting a quote for this PQ.</p>

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

STATEMENT OF "NO QUOTE"

COMPLETE AND RETURN THIS FORM IMMEDIATELY IF YOU DO NOT INTEND TO QUOTE:

Email: dlewis@columbusga.org

Fax: (706) 653-4109

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

We, the undersigned decline to bid on your **PQ NO. 10-0011**, for **POOL REPAIRS**, 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 Quotations.
- 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 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 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**. Responses 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 response incomplete.
3. **EXECUTION OF THE PRICE QUOTE**. Execution of the price quote will indicate the vendor is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
4. **SUBMISSION**. Responses must be submitted in a sealed envelope or package, unless otherwise indicated in the specifications. The exterior of the envelope or package must reference the vendor's name and address, the price quote number, price quote title, and must indicate the contents represent a "price quote" or "no quote" submission. Failure to properly identify the price quote submission may result in rejection.
5. **DUE DATE**. The price quote submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, responses will be time and date stamped. Responses will remain sealed and secured until the stated due date and time. There will be no formal opening. However, quotations will be opened in the presence of at least two (2) witnesses, who may include the Purchasing Division Director or designee, the Buyer for the project, and the project manager or designee of the using agency. The results of the solicitation will be made available to vendors upon request.
6. **LATE RESPONSES**. It is the responsibility of the vendor to ensure responses are submitted by the specified due date and time. Responses received after the stated date and time will be returned, unopened, to the vendor. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All responses received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery due to the U.S. Mail Service, or any other courier service.
7. **RECEIPT OF ONE RESPONSE**. In the event only one response is received, the Purchasing Division shall conduct a survey of vendors to inquire of "no quote" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one response received will be returned, to the responding vendor, with a letter of explanation and a new solicitation prepared. If it is determined that other vendors need to be contacted, the due date will be extended, and the one response received will remain secured until the new due date. The vendor submitting the single response will receive a letter of explanation. **If it is determined the one response received is from the only responsive, responsible vendor, the single response will be evaluated by the Purchasing Division and the using agency for award recommendation.**
8. **RECEIPT OF TIE RESPONSES**. In the event multiple responsive, responsible vendors are tied for the lowest price and all other terms and requirements are met by all tied vendors, the award recommendation shall be as follows:
 - a. Award to the local vendor, if one of the vendors has its principal place of business in Columbus, Georgia.
 - b. If all or none of the vendors has its principal place of business in Columbus, Georgia, then the award will be made to the vendor who has received the award previously.
 - c. If neither vendor received the award previously, and neither of the tied vendors has its principal place of business in Columbus, Georgia, then the award shall be equally divided between the tied vendors.
 - d. If it is not feasible to divide the award, and if all or none of the tied vendors has its principal place of business in Columbus, Georgia, and neither was awarded contract previously, then all responses will be rejected and the solicitation will be re-advertised.
9. **RECEIPT OF MULTIPLE RESPONSES**. **Unless otherwise stated in the specifications, the City will accept one and only one response per vendor.** Any unsolicited multiple response(s) will not be considered. If prior to the due date, more than one response is received from the same vendor, the following will occur: (1) the vendor will be contacted and required to submit written acknowledgment of the response to be considered; (2) the additional response(s) will be returned to the vendor unopened. If on the due date more than one response is enclosed in a single response package, the City will consider the vendor non-responsive and all responses will be returned to the vendor.
10. **CONDITION AND PACKAGING**. Unless otherwise defined in the 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 quoted price(s). The City will pay no additional charges.

12. CORRECTION OR WITHDRAWAL OF RESPONSE/CANCELLATION OF AWARDS. Corrections or withdrawals of inadvertently erroneous responses before or after due date, or cancellation of awards of contracts based on such mistakes may be permitted where appropriate. Mistakes discovered before due date may be modified or response withdrawn by written notice received in the office of Purchasing prior to the due date.

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

13. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this solicitation, a written addendum will be provided to all vendors. 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 vendors in written addendum form from the Purchasing Officer. Vendors will be required to acknowledge receipt of the addenda (if applicable) in their response. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the pricing page. Failure to acknowledge receipt of the addenda (when applicable) will render response incomplete. **It is the vendor's responsibility to ensure that they have received all addenda.**

14. EVALUATION AND AWARD. During the evaluation of responses, the City reserves the right to request clarification of responses and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible vendor whose response is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible vendor may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.

15. TIME FOR CONSIDERATION. Responses must remain in effect for at least thirty (30) days after date of receipt to allow for evaluation.

16. SECURITY AND PERFORMANCE BOND. Security (Bid Bond) shall be required for competitive solicitations for contracts when deemed necessary by the City. 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. Security shall be in an amount equal to at least five percent (5%) of the quoted amount. The City will accept a copy of a bid bond on the due date. However, if a copy of a bid bond is submitted, the vendor must submit to the Purchasing Division the identical original document within five (5) days after the due date. **If the original document is not received within the five (5) days, the response will not be considered.**

If a **Performance Bond** is required, such shall be 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 quoted price.

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

18. DISQUALIFICATION OF VENDORS AND REJECTION OF RESPONSES. Vendors may be disqualified and rejection of responses may be recommended by the City for any (but not limited) to the following reasons:

- (A) Receipt after the time limit for receiving responses as stated in the invitation.
- (B) Any irregularities contrary to the General Provisions or 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 response.
- (H) Failure to properly sign forms.

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

19. BRAND NAMES AOR 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 vendors or restrict competition in any 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. Vendors may propose equivalent equipment, services or manufacturer. Any response that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

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

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

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

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

24. INCLUSIONS. When 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 vendor. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Responses found to be in non-compliance with these requirements will be subject to rejection.

25. NON-COLLUSION. By signing and submitting this response, vendor 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 competition in connection with this invitation. In the event said vendor is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.

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

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

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

29. 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****

30. RIGHT TO PROTEST. A protest with respect to an Invitation shall be submitted in writing no less than five (5) days **prior** to the due date to the Purchasing Officer. If the matter is not resolved then an appeal may be filed with the City Manager or City Council.

31. FAILURE TO QUOTE. Vendors choosing not to submit a response must return a **Statement of "No Quote"** and request to be retained or removed from bid list. Failure to respond to three invitations will result in firm's removal from the City's bid list for that particular commodity.

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

33. CANCELLATION PROVISIONS. 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 vendor. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

34. QUESTIONS

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

35. SAMPLES

When samples are required to be included with the response, the vendor will be responsible for the following:

- 1) **Unless otherwise specified**, vendors are required to submit exact samples of item(s) proposed. Do not submit sample of "like" item(s).
- 2) Affix an identification label to each individual sample to include vendor's name, price quote title and number.
- 3) Make arrangements for the return of sample after the award. All shipping costs will be the responsibility of the bidder. If vendor does not make arrangements for return of sample, within 30 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.

**SPECIFICATIONS FOR
POOL REPAIRS
PQ NO. 10-0011**

I. SCOPE:

Provide all equipment, materials and labor to remove and replace caulking compound in tile joints of three leisure pools located at Psalmond Road (6550 Psalmond Road), Shirley Winston (5025 Steam Mill Road) and Rigdon Road (1835 Riverland Drive) parks:

- A. The successful vendor shall use Kelley Technical Coatings Olympic Thermolastic Flexible Rubber Joint Filler caulking material.
- B. To prevent further damage to the pools, the City requires the work to be completed in an expeditious manner, without compromising the integrity of the work.

II. REQUIREMENTS:

- A. **Mandatory Site Visit:** At least five (5) calendar days before the due date, each vendor is responsible for performing a site visit of each pool. Schedule the site visit by calling Mr. Carson Revell at 706-225-4655 or 706-366-0375. **Any questions resulting from the Site Visit must be submitted in writing to the Purchasing Division.**
- B. **Questions:** At least five (5) calendar days before the due date, any and all questions must be submitted to the Purchasing Division in the manner specified on pages 7 & 8.

III. BRAND NAMES:

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturer's names, drawings, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive; any equivalent products of any manufacturer may be offered. Any bid that is equivalent to or surpasses these specifications will be considered. **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 (See Attachment A). 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 proposal. Certificate of Insurance is acceptable. The Insurance Checklist will indicate to the City, the vendor's ability and agreement to provide the required insurance, in the event of contract award.

V. QUOTE SUBMISSION REQUIREMENTS

VENDORS MUST INCLUDE THE FOLLOWING ITEMS WITH SEALED QUOTE; FAILURE TO DO SO WILL RENDER VENDOR'S QUOTE "INCOMPLETE".

- A. PQ Form (Pricing Page):** Provide all information requested.
- B. Insurance:** Provide the specified insurance information.
- C. Business License:** Provide a copy of current business license.
- D. Qualifications/Guarantee:** Provide statement of qualifications & guarantee
- E. W-9 Form:** Provide all information requested.
- F. Forms for the attached Georgia Security and Immigration Compliance Act of 2006.**
- G. Addenda:** All vendors must include acknowledgment of receipt of addenda (if any) in their sealed quote. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the PQ Form (pricing page). **It is the bidder's responsibility to ensure that they have received all addenda.**

Bids must be mailed or hand-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: Pool Repairs – PQ No. 10-0011

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

Deliver
5th Floor - Government Center Tower
100 10th Street
Columbus, Georgia 31901

VI. 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 City property.

VII. AWARD/DELIVERY/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 equipment and 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. Delivery/Installation: All freight, shipping, and/or delivery charges must be included in the Bid price. The City will not authorize additional freight, shipping and/or delivery. The work shall be performed at the locations listed on page 9, Section I, Scope.
- C. Notice to Proceed: Carson Revell, Athletic Division/Aquatic Section of the Parks and Recreation Department, shall issue the notice to proceed with the work.

- D. Final Inspection: Contractor must obtain final inspection from Carson Revell after work is completed.
- E. Invoices: After satisfactory and completion of the work, the successful vendor 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

VIII. 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 contact, the delivery schedule shall be revised accordingly.

POOL REPAIRS
PQ No. 10-0011

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	\$50,000 CSL BI/PD each occurrence, \$50,000 annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$50,000 CSL BI/PD each occurrence, \$50,000 annual aggregate	
	4. Products Liability	\$50,000 CSL BI/PD each occurrence, \$50,000 annual aggregate	
	5. Completed Operations	\$50,000 CSL BI/PD each occurrence, \$50,000 annual aggregate	
	6. Contractual Liability (Must be shown on Certificate)	\$50,000 CSL BI/PD each occurrence, \$50,000 annual aggregate	
	Automobile Liability		
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$50,000 BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		

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

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

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: _____

**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.

**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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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.

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

Social security number : : :
OR
Employer identification number : : :

Part II Certification

Under penalties of perjury, I certify that:

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

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 ▶
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,

PQ FORM (PRICING PAGE)
POOL REPAIRS - PQ NO. 10-0011

By signing this form, the authorized representative attests to the fact that the company has performed a site visit, measured and inspected the work area, examined all agreements and specifications, and on the basis of said site visit, agreements and specifications, the company proposes to furnish all necessary labor, materials, tools and equipment for the work and will perform said work in the manner specified herein:

DESCRIPTION	BID
Psalmond Road Pool	\$
Shirley Winston Pool	\$
Rigdon Road Pool	\$
TOTAL BID	\$
All work will be completed within _____ days after notice to proceed.	
Please identify the source of your notification about this Bid:	
◇ City of Columbus postcard: __ ◇ Georgia Procurement Registry: __ ◇ Both: __	
◇ Other: _____	

* All shipping, delivery, freight, labor and installation charges must be included in the bid price; the City will not authorize additional shipping, delivery, freight, labor or installation charges.

PROVIDE THE ORIGINAL AND ONE COPY OF EACH ITEM

By signing this PQ Form, the authorized representative understands their quote will not be considered if the following items are not included with their sealed quote, including acknowledgment of receipt of each addendum (Refer to page 10, Section V). Use the following check-list to verify the items are included in sealed quote:

PQ Form **Insurance Information** **Business License** **Qualifications/Guarantee** **W-9** **GSICA Form(s)**

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

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

 Vendor's Name Website

 Vendor's Street Address City State Zip

 Vendor's Remittance or Mailing Address (If different) City State Zip

 Phone Number Fax Number Email Address

 Signature of Authorized Representative "Print" Name and Title Date of Signature

Please initial if business is minority or woman owned; if not, "N/A": Woman owned: _____ Minority owned: _____.