

**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](http://www.columbusga.org)

February 2, 2012

<p>INVITATION FOR QUOTATIONS:</p> <p><b>PQ NO. 12-0008</b></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"><b>MICRO DV RECORDERS</b></p>
<p>GENERAL SCOPE</p>	<p>Provide sixty (60) Scorpion micro digital video recorders, <i>or equivalent</i>, to be used by the Sheriff's Office.</p>
<p><b>DUE DATE</b></p>	<p align="center"><b>FEBRUARY 29, 2012 - 2:30 PM (EASTERN TIME)</b></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 10<sup>th</sup> Street, Columbus, GA.</p>
<p><b>ADDENDA</b></p>	<p align="center"><b><u>IMPORTANT INFORMATION</u></b></p> <p>Any addenda will be posted on the web page of the Purchasing Division, at <a href="http://www.columbusga.org/finance/proposals.htm">http://www.columbusga.org/finance/proposals.htm</a>. <b>It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.</b></p>
<p>"NO QUOTE" RESPONSE</p>	<p>Refer to page 2 if you are not interested in this solicitation.</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: [schandler@columbusga.org](mailto:schandler@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. 12-0008, Micro DV Recorders** 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, which may include the Purchasing Division Manager 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 contact the City for copies of addenda, if price quote solicitation documents are received from any source other than the City.

**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 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 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. 09-24, Section 3-117). **\*\*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 workings 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.

#### **36. 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, which 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 [schandler@columbusga.org](mailto:schandler@columbusga.org) to submit inquiries regarding the bid.**



**SPECIFICATIONS FOR  
MICRO DV RECORDERS  
PQ NO. 12-0008**

- I. **SCOPE:** Provide sixty (60) Scorpion micro digital video recorders, *or equivalent*, to be used by the Sheriff's Office.
- II. **REQUIREMENT:** Sixty (60) units, current production model.
- III. **VENDOR INFORMATION:** The unit(s) offered shall be current manufacture model. This unit shall be current year model, and must meet or exceed the attached specifications. Item(s) exceeding specification must be within reasonable comparison. On the detailed specification pages, identify by model, size, rating, displacement, or configuration as applicable to the specification line item, and mark under **BIDDER RESPONSE:** (YES, meets or exceeds specifications or NO, does not meet specifications). Do not use Yes or O.K. if less than the manufacturer published recommendations, bid may be rejected unless you are supplying exactly as described. Bidder shall indicate exactly what they are offering in the blanks under "**COMMENTS**". NOTE: If item or component is not available by the manufacturer, indicate what you are quoting.

Units offered under this advertisement shall be new, standard production of the latest design in current production. Material shall be good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion, and wear. **Bidder shall submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish.**

**The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest to the purchaser.**

- IV. **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 quote that is equivalent to or surpasses these specifications will be considered. Determination of equivalency shall rest solely with the City.
- V. **PURCHASE OPTION:** The City reserves the right to make this purchase via the Georgia State-Wide Contract or other cooperative State or Federal Contract, if the cost is lower and meets the City's requirements.

**VI. SUBMISSION REQUIREMENTS: PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH ITEM.** Each bidder shall include the following information with sealed quote. Failure to include the items listed below may render bid **“Incomplete”**.

- A) **PQ Forms:** Provide all required information
- B) **Product Literature:** Bidder shall submit with their quote the latest printed specifications and advertising literature on the units they propose to furnish.
- C) **Warranty:** Warranty information printed on the manufacturer’s letterhead.
- D) **Acknowledgment of Receipt of Addenda (if any):** Vendor shall 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 vendor’s responsibility to contact the City for copies of addenda or visit the Finance Department/Purchasing Division website at [www.columbusga.org](http://www.columbusga.org), if they receive their Bid document from any source other than the City.**

**THE FOLLOWING ITEMS WILL BE REQUIRED OF THE RECOMMENDED VENDOR(S) PRIOR TO THE AWARD OF THE CONTRACT. AFTER NOTIFICATION, THE RECOMMENDED VENDOR(S) WILL HAVE FIVE (5) BUSINESS DAYS TO PROVIDE THE INFORMATION BELOW, OR THE NEXT RESPONSIVE, RESPONSIBLE BIDDER WILL BE RECOMMENDED FOR AWARD.**

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

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

- 2) **W-9 Request for Taxpayer Identification Number and Certification**

Quotes must be delivered sealed in an envelope or package, which shall reference the vendor’s name, full address and the PQ number and/or PQ name. Mail or deliver quote to:

Columbus Consolidated Government  
Purchasing Division  
Re: PQ No. 12-0008, Micro DV Recorders

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

Deliver  
5<sup>th</sup> Floor - Government Center Tower  
100 10<sup>th</sup> Street  
Columbus, Georgia 31901

**BIDS MUST REACH THE OFFICE OF THE PURCHASING DIVISION NO LATER THAN 2:30 PM ON BID OPENING DATE. BIDS RECEIVED AFTER 2:30 PM WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.**

**VII. AWARD/DELIVERY/INVOICING:**

- A. Award: This PQ will be awarded to the lowest, responsive, responsible vendor. The City will be the judge of the factors and will make the award accordingly. Should the successful vendor not be able to supply the required equipment and services, the City reserves the right to procure from other sources.

B. Delivery: All freight, shipping, and/or delivery charges must be included in the quoted price. The City will not authorize additional freight, shipping and/or delivery. The successful vendor shall deliver the items to:

Sheriff's Office – 4<sup>th</sup> Floor  
Attn: Major Mike Massey  
100 10<sup>th</sup> Street  
Columbus, Georgia 31901

C. Invoice(s) must reference the purchase order number and be forwarded to:

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

### **VIII. TERMINATION OF CONTRACT:**

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.

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.

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.

## 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.

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.

<b>Sign Here</b>	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:

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,

**PQ FORM (PRICING PAGE)**

**PQ NO. 12-0008**

**MICRO DV RECORDERS**

**\*All shipping, delivery, and/or freight charges must be included in unit price. Columbus Consolidated Government will pay no additional shipping, delivery and/or freight charges.**

DESCRIPTION	QTY	MANUFACTURER / MAKE / MODEL	UNIT PRICE	TOTAL PRICE (60 UNITS)
Scorpion Micro Digital Video Recorders, <i>or equivalent</i>	60		\$	\$

In the event the Consolidated Government of Columbus would consider options to purchase additional Micro Digital Video Recorders in the FY12 budget year (July 1, 2011 through June 30, 2012), this cost will be protected. Last date to place an order at this price is: \_\_\_\_\_.

Purchase price for additional Micro Digital Video Recorders in FY13 budget year (July 2012 through June 2013): \$\_\_\_\_\_.

The undersigned agrees to deliver the Micro Digital Video Recorders to the Sheriff's Office within \_\_\_\_\_ days after receipt of the purchase order.

**Please identify the source of the notification you received about this RFB:**

City of Columbus postcard: \_\_\_\_\_       Georgia Procurement Registry: \_\_\_\_\_  
 Both City of Columbus postcard & Georgia Procurement Registry: \_\_\_\_\_  
 Other: \_\_\_\_\_

**PROVIDE THE ORIGINAL AND ONE COPY OF EACH ITEM**

By signing this Quote 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. Use the following check-list to verify items are included in sealed quote:

<b>Quote Form</b>	<b>Product Literature</b>	<b>Warranty</b>
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Initial below to acknowledge receipt of the following addenda (if any):

Addendum No. 1 \_\_\_\_\_      Addendum No. 2 \_\_\_\_\_      Addendum No. 3 \_\_\_\_\_

\_\_\_\_\_  
BUSINESS NAME TAX ID#

\_\_\_\_\_  
BUSINESS ADDRESS (P.O. Boxes Will Render Bid Incomplete)      CITY      STATE      ZIP CODE

\_\_\_\_\_  
BUSINESS REMITTANCE/MAILING ADDRESS      CITY      STATE      ZIP CODE

\_\_\_\_\_  
PHONE NUMBER      FAX NUMBER      EMAIL ADDRESS

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE      DATE OF SIGNATURE

\_\_\_\_\_  
"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  
 Please initial if business is Minority or Woman owned; if not, "N/A"; Minority owned: \_\_\_\_\_ Woman owned: \_\_\_\_\_