

COLUMBUS CONSOLIDATED GOVERNMENT CONTRACT ROUTING MEMORANDUM


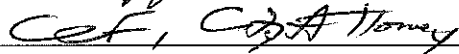
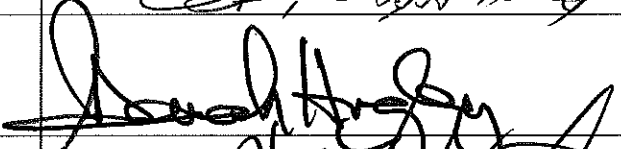
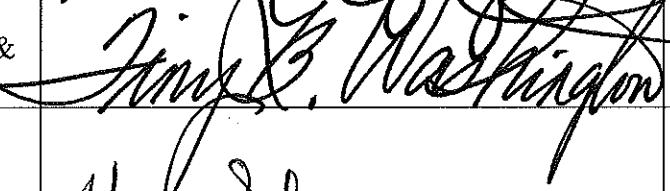

DATE: March 21, 2017

SUBJECT: Trees for Planting on City Right-of-Ways (Annual Contract); RFB No. 17-0031

FROM: Heather Scheuttig, Purchasing Division

Please route for appropriate signatures, copies of the attached contract for Thoms Trees & Plants, Inc. The firm will provide trees to the Columbus Consolidated Government Public Works Department, Division of Urban Forestry, on an "as needed" basis. The term of this contract shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. Funds will be budgeted each fiscal year for this ongoing expense: Paving Fund – Public Works –Right of Way Maintenance – ROWM – Horticulture/Landscaping Supplies; 0203-260-3120-ROWM-6727.

Council authorized this contract per Resolution No. 61-17, dated February 28, 2017 (copy is attached).

Signatories	Signatures Required (<i>No initials please</i>)	Date
Purchasing Division Manager Signature of Approval		3/21/17
City Attorney: Signature required on Contracts	Form Approved: 	3/21/17
City Manager: Signature required on Contracts		3/23/17
Clerk of Council: Signature Required on Contracts & Attest/Seal		3/24/17
Buyer: Process / Distribute		3/27/17

After all signatures have been applied, please contact Purchasing Division (ext - 3071) for distribution.

C.M. 02-28-17(7) (B)

61-17

"ITEM B"

**A RESOLUTION
NO. 61-17**

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR THE PURCHASE OF TREES FROM THOMS TREES & PLANTS, INC. (FAYETTEVILLE, GA), FOR THE ESTIMATED CONTRACT VALUE OF \$90,000.00 ANNUALLY.

WHEREAS, the trees will be purchased by the Public Works Department Division of Urban Forestry and Beautification on an "as needed" basis; and,

WHEREAS, the trees will be used for planting on City right-of-ways; and,

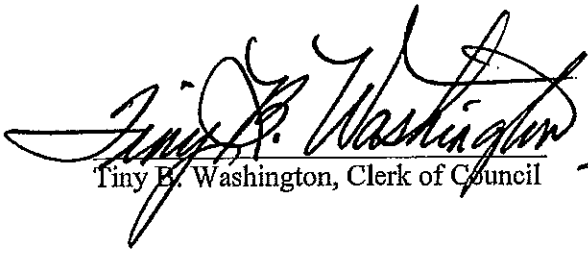
WHEREAS, the initial contract period will be for two (2) years, with the option to renew for three (3) additional twelve-month periods. The Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

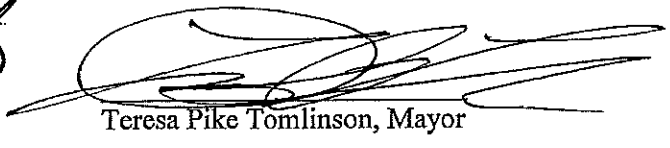
NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:

That the City Manager is hereby authorized the annual contract to purchase trees from Thoms Trees & Plants, Inc. (Fayetteville, GA) for the estimated annual contract value of \$90,000.00. Funds are budgeted each fiscal year for this ongoing expense: Paving Fund – Public Works – Right of Way Maintenance – ROWM – Horticulture/Landscaping Supplies; 0203-260-3120-ROWM-6727.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the day of February 2017 and adopted at said meeting by the affirmative vote of ^{28th} eight members of said Council.

Councilor Allen voting	<u>ABSENT</u>
Councilor Baker voting	<u>YES</u>
Councilor Barnes voting	<u>ABSENT</u>
Councilor Davis voting	<u>YES</u>
Councilor Garrett voting	<u>YES</u>
Councilor Henderson voting	<u>YES</u>
Councilor Huff voting	<u>YES</u>
Councilor Turner Pugh voting	<u>YES</u>
Councilor Thomas voting	<u>YES</u>
Councilor Woodson voting	<u>YES</u>


Tiny B. Washington, Clerk of Council


Teresa Pike Tomlinson, Mayor

CONTRACT

THIS CONTRACT, executed this 24th day of March 2017, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Thoms Trees & Plants, Inc.**, hereinafter called the "Contractor"

WITNESSETH:

That in consideration of the mutual covenants, obligations, and terms set-forth in the attached proposal and specifications, the parties hereby agree as follows:

1. That the Contractor met all proposal requirements and was evaluated responsive for providing **Trees for Planting on City Right-of-Ways (Annual Contract)**, per **RFB No. 17-0026**, and was awarded the Contract by Columbus City Council on Tuesday, February 28, 2017, Resolution No. 61-17, for the initial term of two years, beginning April 1, 2017 through March 31, 2019, with the option to renew for three (3) additional twelve-month periods, for furnishing the same in accordance with the specifications prepared by the City and the proposal of the Contractor.
2. The Contractor will, at its own cost and expense, furnish all labor, materials, and equipment required to be furnished, provide all related services required, and meet all other requirements or conditions imposed, all strictly in accordance with the City's Business Requirements, the City's Request for Proposals, dated July 26, 2016 (and all addenda thereto), the Contractor's proposal dated December 21, 2017 which is attached hereto as exhibits "A", "B", and "C" respectively, and which are by reference made a part hereof to the same extent as if fully set out herein.
3. On the faithful performance of this Contract by the Contractor, the City will pay the Contractor in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part hereof.

**CONTRACT SIGNATURE PAGE
TREES FOR PLANTING ON CITY RIGHT-OF-WAYS
(ANNUAL CONTRACT)
RFB No. 17-0026**

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

ATTEST:

Kelley Clay
Witness as to the Contractor

Stevie D. Kenney
Witness as to the Contractor

[Signature]

Signature of Authorized Representative Date

Tim Thoms, President
Print Name and Title of Signatory

Company: Thoms Trees & Plants, Inc.

Address: 625 McBride Rd

Fayetteville, GA 30215

Telephone: 770-461-6013

Fax: none

Email: tim@thomstrees.com

* * * * *

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this 24th day of March 2017

APPROVED AS TO LEGAL FORM:

Isaiah Hugley
Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney
Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington
Tiny B. Washington, Clerk of Council

EXECUTION AUTHORIZED

By Resolution No. del-17
Tiny B. Washington
Clerk of Council

EXHIBIT A

*Columbus Consolidated Government
Trees for Planting on City Right-of-Ways
(Annual Contract)
Business Requirements*

RFB No. 17-0026

BUSINESS REQUIREMENTS

**** Section Redacted ****

These documents have been filed in the Purchasing Division

5th Floor – Finance Department
100 10th Street
Columbus, Georgia 31901

Please contact Purchasing to view these documents at ext: 3071

EXHIBIT B

*Columbus Consolidated Government
Trees for Planting on City Right-of-Ways
(Annual Contract)
Request for Proposals*

RFB No. 17-0026

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 706-225-3033

Date: November 16, 2016

<p align="center">REQUEST FOR BIDS:</p> <p align="center">RFB NO. 17-0026</p>	<p>QUALIFIED VENDORS ARE INVITED TO SUBMIT SEALED BIDS, SUBJECT TO CONDITIONS AND INSTRUCTIONS AS SPECIFIED, FOR THE FURNISHING OF:</p> <p align="center">TREES FOR PLANTING ON CITY RIGHT-OF-WAYS (ANNUAL CONTRACT)</p>
<p align="center">GENERAL SCOPE</p>	<p>Provide trees for planting on City Right-of-Ways for Columbus Consolidated Government's Department of Public Works, to be purchased on an "as needed" basis. Contract term shall be for two years with the option to renew for three (3) additional twelve-month periods.</p>
<p align="center">DUE DATE</p>	<p align="center">DECEMBER 21, 2016 - 2:30 PM (EASTERN)</p> <p>Bids must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division, 5th Floor – Government Center, 100 10th Street, 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.</p>
<p align="center">ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>Any and all addenda will be posted on the Purchasing Division's web page, at: http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda before the due date, and prior to submitting a quote.</p>
<p align="center">NO BID RESPONSE</p>	<p>Refer to the form on page (3) if you are not interested in this invitation.</p>

Andrea J. McCorvey
Purchasing Manager

STATEMENT OF "NO BID"

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

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

We, the undersigned decline to bid on your **RFB NO. 17-0026** for **TREES FOR PLANTING ON CITY RIGHT-OF-WAYS (ANNUAL CONTRACT)** for the following reason(s):

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

Remarks:

COMPANY NAME: _____

AGENT: _____

DATE: _____

EMAIL: _____

TELEPHONE NUMBER: _____

- 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. CONDITIONS AND PACKAGING. Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

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. CORRECTIONS 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, which 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.**

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. 09-0024, Section 3-117). ****STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED****

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIFICATIONS
TREES FOR PLANTING ON CITY RIGHT-OF-WAYS
RFB No. 17-0026

I. SCOPE OF SERVICE

It is the intent of the Columbus Consolidated Government (the City) to contract with a licensed and experienced firm to provide trees for planting on City right-of-ways, to be procured on an "as-needed" basis. The estimated annual purchase is approximately nine hundred (900) trees. The Consolidated Government of Columbus, Georgia (the City) reserves the right to purchase some, all, more or none of the items contained within these specifications.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

II. TERM OF CONTRACT

A. The term of the contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

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

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

B. Termination for convenience

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

III. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective bidder shall be requested of the City in writing, and if explanations are necessary a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to **Director of Purchasing**. Any verbal statements regarding same by any person shall be unofficial and not binding on any party.

IV. INDEMNIFICATION

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

V. BID SUBMISSION REQUIREMENTS

Delivery: Based on reasonable time and due consideration to unforeseen circumstances, the City shall expect the delivery of trees covered by this specification and after receipt of purchase order, unless otherwise specified on the bid (pricing page). If the foregoing time of delivery cannot be met, indicate as an exception on submitted bid with the projected date of delivery.

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

Columbus Consolidated Government
Accounts Payable
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 contract, the delivery schedule shall be revised accordingly.

removed from the container. Growing medium for container grown trees should consist of at least a 40% soil mixture.

IV. TREE SPECIES

All trees selected and delivered must be labeled according to species and cultivars (where specified). Any tree mislabeled or identified will be rejected at delivery; replacement and shipment of rejected trees will be at the expense of the supplier. Any tree that leafs out in the spring that is not of species and type ordered will be required to be replaced plus expenses for replanting by the vendor who supplies the trees.

The City of Columbus reserves the right to refuse any plant at the time of delivery which is in the opinion of the City arborist or their representative to be of unsatisfactory quality or incorrect species. The Contractor/Vendor shall replace all refused trees with correct quality or species.

IF THE SIZE LISTED IS NOT AVAILABLE, PLEASE BID ON THE NEXT LARGER AND/OR SMALLER SIZE AND MAKE A NOTATION OF THE SIZE BIDDING.

V. TRANSPORTATION

Shipping Cost - Your bid must include an estimate for shipping costs to Columbus for whatever quantity you propose to supply. List your shipping charges separately from the bid price for trees. Due to shipping charges, where feasible, vendors will be asked to coordinate shipping with other tree producers.

VI. DELIVERY DATE

Delivery of order shall be as soon as possible after receipt of purchase order. Delivery in whatever quantities are economical for vendor to haul. Final date of delivery is negotiable with the City Arborist. Once a date of delivery is established, shipment will be expected on the agreed upon date. If for any reason shipment cannot be met, Vendor must notify the City Arborist **within two weeks** of delivery or a penalty of **\$50 per day** will be charged to the Vendor for every day beyond the agreed upon delivery date.

VII. NURSERY LOCATIONS

Each bidder is required to submit, with their proposal, the name and location of the nursery, or nurseries, supplying trees to be delivered.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1983 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA, or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

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

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

² You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN if you have one, but the IRS encourages you to use your SSN.
³ List first and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see special rules for partnerships on page 2.
 *Note. Grantor also must provide a Form W-9 to trustee of trust.
 Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

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

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

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

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

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

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-929-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@ftc.gov or contact them at www.ftc.gov/idtheft or 1-877-431-HEFT (1-877-436-4336).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. governments and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**BID FORM
TREES FOR PLANTING ON CITY'S RIGHT-OF-WAYS
RFB No. 17-0026**

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID

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

Bid Forms W-9

Contract Signature Page Addenda

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

BUSINESS NAME

BUSINESS STREET ADDRESS

(P. O. Boxes Will Render Bid Incomplete)

CITY

STATE

ZIP CODE

BUSINESS REMITTANCE/MAILING ADDRESS

CITY

STATE

ZIP CODE

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE OF SIGNATURE

"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Please list Nursery locations and estimated shipping costs to Columbus Georgia:

BID FORM (PRICING PAGE)
TREES FOR PLANTING ON CITY RIGHT-OF-WAYS; RFB No. 17-0026

VENDOR NAME:

	SPECIES	Est. Annual Qty	Caliper/ Size	Root Sys. CG/BB	Cost Per Tree (1st Year)	Cost Per Tree (2nd Year)	Cost Per Tree (3rd Year)	Cost Per Tree (4th Year)	Cost Per Tree (5th Year)
1)	Acer rubrum Red Maple- Summer Red	50	2" - 2 1/2"						
2)	Acer buergerianum 'Aeryn' Trident Maple	30	1 1/2" - 2"						
3)	Betula nigra 'Dura-Heat' River Birch - Dura Heat	30	2" - 2 1/2"						
4)	Cornus florida Flowering Dogwood- Cherokee Princess	60	1 1/2" - 2"						
5)	Cercis chinensis 'Avondale' Chinese Redbud - Avondale	30	1 1/2" - 2"						
6)	Chionanthus virginicus white Fringetree, Tree Form	40	1 1/2" - 2"						
7)	Lagerstroemia indica 'Biloxi' Grape Myrtle, Tree Form	30	2" - 2 1/2"						
8)	Lagerstroemia indica 'Biloxi' Grape Myrtle, multi-stem (Pink)	30	10' - 12'						
9)	Lagerstroemia indica Grape Myrtle, Tree Form (White) 'Sarah's Favorite'	30	2" - 2 1/2"						
10)	Lagerstroemia indica 'Sarah's Favorite' Grape Myrtle multi-stem (White)	40	10' - 12'						
11)	Lagerstroemia indica 'Muskogee' Grape Myrtle Tree form (Purple)	30	2" - 2 1/2"						
12)	Lagerstroemia indica 'Muskogee' Grape Myrtle, multi-stem (Purple)	140	10' - 12'						
13)	Liriodendron tulipifera Yellow Poplar	10	2" - 2 1/2"						
			3" - 4"						
			4" - 5"						
			5" - 6"						
14)	Pistachio chinensis Chinese Pistachio	50	1 1/2" - 2"						
15)	Quercus phellos willow oak	80	1 1/2" - 2"						
			3" - 4"						
			4" - 5"						
			5" - 6"						
16)	Quercus phellos 'Wynstar' Willow Oak	40	1 1/2" - 2"						
			3" - 4"						
			4" - 5"						
			5" - 6"						

BID FORM (PRICING PAGE)

TREES FOR PLANTING ON CITY RIGHT-OF-WAYS; RFB No. 17-0026

VENDOR NAME:

SPECIES	Est. Annual Qty	Caliper/ Size	Root Sys. CG/BB	Cost Per Tree (1st Year)	Cost Per Tree (2nd Year)	Cost Per Tree (3rd Year)	Cost Per Tree (4th Year)	Cost Per Tree (5th Year)
34) Gymnocladus Dioicus	5	2"						
35) Kentucky Coffee Tree	5	2"						
36) Cercis Canadensis 'Hearts of Gold' Golden Eastern Redbud	5	2" - 2 1/2"						
37) Halesia Carolina 'Wedding Bells' Wedding Bells Carolina Silverbell	5	2" - 2 1/2"						
38) Acer Palmatum 'Glowing Embers' Glowing Embers Japanese Maple	10	7' height Multi-stem						
39) Amelanchier arborea 'Autumn Brilliance' Autumn Brilliance® Serviceberry	5	7' height Multi-stem						
40) Platanus x acerifolia 'Morton Circle' Exclamation!™ London Planetree	5	1 1/2" - 2"						
41) Sophora japonica Japanese pagoda; Chinese Scholar Tree	5	1 1/2" - 2"						
42) Prunus x Okame Okame Cherry Tree	20	1" - 2 1/2"						
43) Zelkova serrata Myrtil® Zelkova	20	2" - 3"						
		3" - 4"						
		4" - 5"						
		5" - 6"						
		2" - 2 1/2"						
44) Quercus hemisphaerica Darlington Oak	50	3" - 4"						
		4" - 5"						
		5" - 6"						
Total:				\$	\$	\$	\$	\$

ESTIMATED CONTRACT VALUE FOR FIVE (5) YEARS: \$

CHECKLIST

**Trees for Planting On City Right-of-Ways
(Annual Contract)
RFB No. 17-0026**

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- 1. THE **CONTRACT SIGNATURE PAGE** HAS BEEN SIGNED.
- 2. THE PRICES HAVE BEEN CHECKED.
- 3. ADDENDUM (IF ANY) HAS BEEN SIGNED AND ARE INCLUDED.
- 4. ALL SUBMISSION REQUIREMENTS (Page 12).
- 5. ENVELOPE INCLUDES **ONE (1) ORIGINAL AND ONE (1) COPY OF VENDOR RESPONSE.**
- 6. THE MAILING ENVELOPE HAS BEEN ADDRESSED TO:

**Columbus Consolidated Government
Purchasing Division – Attn: Heather Scheuttig
5th Floor, Tower Bldg
100 10th Street
Columbus, Georgia 31902-1340**

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

BID TITLE: **Trees for Planting on City Right-of-Ways**
BID NUMBER: **RFB 17-0026**
OPENING DATE: **December 21, 2016**

 **PLEASE CONSIDER THE ENVIRONMENT** 

It is not necessary to return all pages of the RFB document with your response. Please retain sections entitled **"General Provisions"** & **"Specifications/Detailed Specifications"** for your records.

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

EXHIBIT C

*Trees for Planting on City Right-of-Ways
(Annual Contract)*

*Thoms Trees & Plants, Inc.
Proposal*

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 706-225-3033
BidLine 706-653-4536
www.columbusga.org

November 18, 2016

Addendum No. 1

Trees for Planting on City Right-of-Ways (Annual Contract)
RFB No. 17-0026

Proposals should include acknowledgement of receipt for all Addenda:

Authorized Initials: *[Signature]*

Firm: *TOMAS TREES & PLANTS, INC*

Vendors are informed that the above subject RFP is hereby modified, corrected, or supplemented as specified, described and set forth in this Addendum:

QUESTIONS / RESPONSES

Question: Is this for the purchase and delivery only of trees, or is this going to include installation of trees?

Response: This is for purchase and delivery only. The City does not require installation.

Andrea J. McCorvey
Purchasing Manager

BID FORM

TREES FOR PLANTING ON CITY'S RIGHT-OF-WAYS

RFB No. 17-0026

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID

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

Bid Forms W-9

Contract Signature Page Addenda

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

Addendum No. 1 *H*

Addendum No. 2

Addendum No. 3

Thoms Trees and Plants, Inc.

BUSINESS NAME

625 McBride Rd	Fayetteville	GA	30215
BUSINESS STREET ADDRESS	CITY	STATE	ZIP CODE
<small>(P. O. Boxes Will Render Bid Incomplete)</small>			

625 McBride Rd	Fayetteville	GA	30215
BUSINESS REMITTANCE/MAILING ADDRESS	CITY	STATE	ZIP CODE

770-461-6013	n/a	tim@thomstrees.com
PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

 Tim
SIGNATURE OF AUTHORIZED REPRESENTATIVE

 12/20/16
DATE OF SIGNATURE

 Tim Thoms, President
"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Please list Nursery locations and estimated shipping costs to Columbus Georgia:

NURSERY LOCATION(S): Natures Tree Farm Luthersville, GA; Mid Georgia Nursery Meansville, GA; Moons Tree Farm Washington, GA; Harps Farm and Nursery Fayetteville, GA; Ray Bracken Nursery Pelzer, SC; Diversified Trees Pine Mountain, GA; Bold Spring Nursery Hawkinsville, GA; Charlie's Creek Nursery Iva, SC

ESTIMATED SHIPPING COST: \$800/truck estimate 20 trucks for 1300 trees in bid **FREIGHT ESTIMATE** \$16,000.00

PLEASE INITIAL IF BUSINESS IS MINORITY OR WOMAN OWNED; IF NOT, "N/A":

MINORITY OWNED: n/a WOMAN OWNED: n/a

BID FORM (PRICING PAGE)
TREES FOR PLANTING ON CITY RIGHT-OF-WAYS; RFB No. 17-0026

VENDOR NAME:

	SPECIES	Est. Annual Qty	Caliper/ Size	Root Sys. CG/BB	Cost Per Tree (1st Year)	Cost Per Tree (2nd Year)	Cost Per Tree (3rd Year)	Cost Per Tree (4th Year)	Cost Per Tree (5th Year)
1)	Acer rubrum Red Maple- Summer Red	50	2" - 2 1/2"	BB	\$110.00	\$110.00	\$120.00	\$130.00	\$130.00
2)	Acer buergerianum 'Aeryn' Trident Maple	30	1 1/2" - 2"	BB	\$100.00	\$120.00	\$130.00	\$130.00	\$140.00
3)	Betula nigra 'Dura-Heat' River Birch - Dura Heat multi	30	2" - 2 1/2"	CG	\$65.00	\$70.00	\$75.00	\$75.00	\$80.00
4)	Cornus florida Flowering Dogwood- Cherokee Princess	60	1 1/2" - 2"	CG	\$105.00	\$110.00	\$120.00	\$125.00	\$130.00
5)	Cercis chinensis 'Avondale' Chinese Redbud - Avondale multi	30	1 1/2" - 2"	BB	\$100.00	\$110.00	\$120.00	\$130.00	\$150.00
6)	Chionanthus virginicus white Fringetree, Tree Form multi	40	1 1/2" - 2"	CG	\$95.00	\$100.00	\$100.00	\$110.00	\$110.00
7)	Lagerstroemia indica 'Biloxi' Grape Myrtle, Tree Form	30	2" - 2 1/2"	BB	\$130.00	\$150.00	\$150.00	\$170.00	\$170.00
8)	Lagerstroemia indica 'Biloxi' Grape Myrtle, multi-stem (Pink)	30	10' - 12'	BB	\$120.00	\$125.00	\$130.00	\$140.00	\$150.00
9)	Lagerstroemia indica Grape Myrtle, Tree Form (White) 'Sarah's Favorite'	30	2" - 2 1/2"	BB	\$130.00	\$150.00	\$150.00	\$160.00	\$170.00
10)	Lagerstroemia indica 'Sarah's Favorite' Grape Myrtle multi-stem (White)	40	10' - 12'	BB	\$120.00	\$120.00	\$130.00	\$150.00	\$150.00
11)	Lagerstroemia indica 'Muskogee' Grape Myrtle Tree form (Purple)	30	2" - 2 1/2"	BB	\$130.00	\$130.00	\$130.00	\$150.00	\$170.00
12)	Lagerstroemia indica 'Muskogee' Grape Myrtle, multi-stem (Purple)	140	10' - 12'	BB	\$100.00	\$120.00	\$130.00	\$130.00	\$150.00
			2" - 2 1/2"		\$100.00	\$100.00	\$110.00	\$120.00	\$130.00
		10	3" - 4"	BB	\$170.00	\$180.00	\$180.00	\$200.00	\$200.00
			4" - 5"		\$220.00	\$240.00	\$250.00	\$250.00	\$280.00
			5" - 6"		\$300.00	\$350.00	\$350.00	\$360.00	\$380.00
13)	Liriodendron tulipifera Yellow Poplar	50	1 1/2" - 2"		\$95.00	\$95.00	\$105.00	\$110.00	\$120.00
			1 1/2" - 2"		\$75.00	\$80.00	\$85.00	\$85.00	\$90.00
		80	3" - 4"	CG	n/a	n/a	\$200.00	\$250.00	\$300.00
			4" - 5"		n/a	n/a	n/a	\$500.00	\$550.00
			5" - 6"		\$500.00	\$550.00	n/a	n/a	\$650.00
14)	Pistachio chinensis Chinese Pistachio	40	1 1/2" - 2"		\$110.00	\$115.00	\$120.00	\$120.00	\$130.00
			3" - 4"		n/a	n/a	\$300.00	\$350.00	\$400.00
			4" - 5"		n/a	n/a	n/a	\$450.00	\$550.00
			5" - 6"		\$110.00	\$115.00	\$120.00	n/a	\$750.00
15)	Quercus phellos willow oak	40	1 1/2" - 2"	BB	\$110.00	\$115.00	\$120.00	\$120.00	\$130.00
			3" - 4"		n/a	n/a	\$300.00	\$350.00	\$400.00
			4" - 5"		n/a	n/a	n/a	\$450.00	\$550.00
			5" - 6"		n/a	n/a	n/a	n/a	\$750.00

BID FORM (PRICING PAGE)
TREES FOR PLANTING ON CITY RIGHT-OF-WAYS; RFB No. 17-0026

VENDOR NAME:

SPECIES	Est. Annual Qty	Caliper/ Size	Root Sys. CG/BB	Cost Per Tree (1st Year)	Cost Per Tree (2nd Year)	Cost Per Tree (3rd Year)	Cost Per Tree (4th Year)	Cost Per Tree (5th Year)
17) Quercus bicolor Swamp White Oak	30	2" - 2 1/2"	BB	\$120.00	\$130.00	\$150.00	\$150.00	\$160.00
		2" - 2 1/2"		\$125.00	\$150.00	\$160.00	\$170.00	\$180.00
	40	3" - 4"	CG/BB	\$250.00	\$300.00	\$350.00	\$370.00	\$400.00
		4" - 5"		n/a	n/a	\$550.00	\$600.00	\$650.00
		5" - 6"		n/a	n/a	n/a	\$680.00	\$750.00
19) Quercus lyrata Overcup Oak	10	2" - 2 1/2"	CG	\$100.00	\$110.00	\$110.00	\$120.00	\$130.00
20) Quercus prinus Chestnut Oak	10	2" - 2 1/2"		\$140.00	\$150.00	n/a	n/a	n/a
		2" - 2 1/2"		\$110.00	\$130.00	\$140.00	\$150.00	\$170.00
	50	3" - 4"	BB	n/a	\$230.00	\$260.00	\$280.00	\$320.00
		4" - 5"		\$450.00	n/a	\$550.00	\$560.00	\$600.00
		5" - 6"		\$500.00	n/a	n/a	\$600.00	\$700.00
22) Magnolia grandiflora 'D.D. Blanchard' D.D. Blanchard Magnolia	10	1 1/2" - 2"	CG	\$70.00	\$70.00	\$80.00	\$80.00	\$90.00
23) Quercus virginiana, Live Oak	30	2" - 2 1/2"	CG	\$120.00	\$130.00	\$140.00	\$150.00	\$180.00
		2" - 2 1/2"		n/a	n/a	n/a	n/a	n/a
	50	3" - 4"	BB	n/a	n/a	n/a	n/a	n/a
		4" - 5"		n/a	n/a	n/a	n/a	n/a
		5" - 6"		n/a	n/a	n/a	n/a	n/a
25) Yoshino Cherry	30	2"	BB	\$95.00	\$105.00	\$110.00	\$110.00	\$120.00
26) Black Gum	10	2"	BB	\$120.00	\$125.00	\$130.00	\$150.00	\$170.00
27) Japanese Cedar 15#	10	2"	CG	\$75.00	\$80.00	\$80.00	\$90.00	\$100.00
28) Lagerstroemia indica 'Tuskegee' multi	30	2"	BB	\$80.00	\$90.00	\$90.00	\$100.00	\$110.00
29) Metasequoia Glyptostrobide 'Dawn Redwood'	20	2"	BB	\$100.00	\$100.00	\$120.00	\$125.00	\$140.00
30) Ilex x Nellie r. stevens 'Nellie R. Stevens'	20	2"	CG	\$85.00	\$90.00	\$100.00	\$110.00	\$120.00
		1 1/2"		\$80.00	\$85.00	\$85.00	\$95.00	\$105.00
	20	3" - 4"	CG/BB	\$250.00	n/a	n/a	n/a	n/a
		4" - 5"		n/a	n/a	n/a	n/a	n/a
		5" - 6"		n/a	n/a	n/a	n/a	n/a
31) Cryptomeria japonica 'Cryptomeria Tree Form'	30	1 1/2"	CG	\$80.00	\$80.00	\$90.00	\$90.00	\$100.00
32) Quercus acutissima 'Sawtooth Oak'	20	1 1/2"	BB	\$120.00	\$130.00	n/a	n/a	n/a
33) Koelreuteria paniculata 'Golden Rain Tree'	20	1 1/2"	BB	\$120.00	\$130.00	n/a	n/a	n/a

BID FORM (PRICING PAGE)
TREES FOR PLANTING ON CITY RIGHT-OF-WAYS; RFB No. 17-0026

VENDOR NAME:

		Est. Annual Qty	Caliper/ Size	Root Sys. CG/BB	Cost Per Tree (1 st Year)	Cost Per Tree (2 nd Year)	Cost Per Tree (3 rd Year)	Cost Per Tree (4 th Year)	Cost Per Tree (5 th Year)	
34)	Gymnocladus dioica	5	2"	BB	\$140.00	n/a	n/a	n/a	n/a	
35)	Kentucky Coffee Tree	5	2"	BB	\$140.00	n/a	n/a	n/a	n/a	
36)	Cercis canadensis 'Hearts of Gold' Golden Eastern Redbud alt. Rising Sun	5	2" - 2 1/2"	BB	\$140.00	140.00	\$150.00	\$160.00	\$170.00	
37)	Halesia carolina 'Wedding Bells' Wedding Bells Carolina Silverbell alt. H. diptera	5	2" - 2 1/2"	CG	\$100.00	\$100.00	n/a	n/a	n/a	
38)	Acer palmatum 'Glowing Embers' Glowing Embers Japanese Maple	10	7' height Multi-stem	BB	\$150.00	\$170.00	\$170.00	\$170.00	\$200.00	
39)	Amelanchier arborea 'Autumn Brilliance' Autumn Brilliance® Serviceberry	5	7' height Multi-stem	BB	\$125.00	\$130.00	\$140.00	\$140.00	\$160.00	
40)	Platanus x acerifolia 'Morton Circle' Exclamation!™ London Planetree	5	1 1/2" - 2"	BB	\$120.00	\$140.00	n/a	n/a	n/a	
41)	Sophora japonica Japanese pagoda; Chinese Scholar Tree	5	1 1/2" - 2"	n/a	n/a	n/a	n/a	n/a	n/a	
42)	Prunus x okame Okame Cherry Tree	20	1" - 2 1/2"	CG	\$70.00	\$75.00	\$80.00	\$80.00	\$90.00	
43)	Zelkova serrata Myrtilat® Zelkova	20	2" - 3"	BB	n/a	\$140.00	\$150.00	\$180.00	\$200.00	
			3" - 4"	BB	n/a	n/a	\$220.00	n/a	n/a	
			4" - 5"	BB	n/a	n/a	n/a	n/a	\$500.00	n/a
			5" - 6"	BB	n/a	n/a	n/a	n/a	\$700.00	n/a
			2" - 2 1/2"	BB	\$125.00	\$150.00	\$160.00	\$170.00	\$180.00	
44)	Quercus hemisphaerica Darlington Oak alt. Avalyn	50	3" - 4"	BB	\$250.00	\$300.00	\$350.00	\$370.00	\$400.00	
			4" - 5"	BB	n/a	\$400.00	n/a	\$450.00	\$500.00	
			5" - 6"	BB	n/a	n/a	n/a	n/a	\$750.00	
Total:					\$129,575.00	\$143,500.00	\$147,100.00	\$155,500.00	\$168,900.00	

ESTIMATED CONTRACT VALUE FOR FIVE (5) YEARS: \$744,575.00