

C.M. 07-11-17(7)(c)
"ITEM C"

247-17

A RESOLUTION
NO. 247-17

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER FROM AIRGAS NATIONAL CARBONATION (CHARLOTTE, NC), FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$7,380.00.

WHEREAS, the carbon dioxide liquid will be provided on an "as needed" basis for repairs of various facilities and equipment owned by the City; and,

WHEREAS, the awarded vendor will also provide the rental of two (2) tanks for containment of the carbon dioxide liquid; 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.

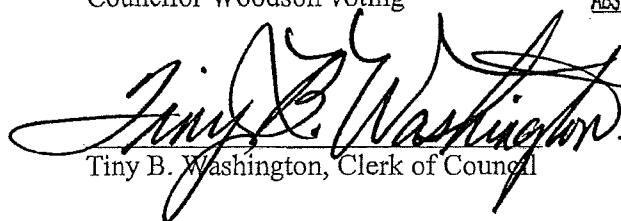
NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES AS FOLLOWS:

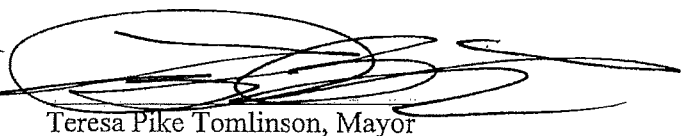
That the City Manager is hereby authorized to enter into an annual contract for the purchase of carbon dioxide in liquid bulk with Airgas National Carbonation (Charlotte, NC), for the estimated annual contract value of \$7,380.00. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Parks & Recreation – Aquatics – AQUIT – Operating Materials and General Fund – Parks & Recreation – Aquatics Center – NATA – Operating Materials; 0101-270-4413-AQUIT-6728 &, 0101-270-4414-NATA-6728.

11th Introduced at a regular meeting of the Council of Columbus, Georgia, held the
nine day of July, 2017 and adopted at said meeting by the affirmative vote of
nine members of said Council.

Councilor Allen voting
Councilor Baker voting
Councilor Barnes voting
Councilor Davis voting
Councilor Garrett voting
Councilor Henderson voting
Councilor Huff voting
Councilor Thomas voting
Councilor Turner Pugh voting
Councilor Woodson voting

YES
YES
YES
YES
YES
YES
YES
YES
YES
ABSENT FOR VOTE


Tiny B. Washington, Clerk of Council


Teresa Pike Tomlinson, Mayor

CONTRACT

THIS CONTRACT, executed this 1st day of August 2017, by and between the **Consolidated Government of Columbus, Georgia**, hereinafter called the "City", and **Airgas USA, LLC d/b/a Airgas National Carbonation**, 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 **Carbon Dioxide for Columbus Aquatic Center (Annual Contract)**, per **RFB No. 17-0040**, and was awarded the Contract by Columbus City Council on Tuesday, July 11, 2017, Resolution No. 247-17, for the initial term of two years, beginning August 1, 2017 through July 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 submittal 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 Bids, dated May 2, 2017 (and all addenda thereto), the Contractor's submittal dated June 14, 2017 and the bid clarification documents which are 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
CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER
(Annual Contract)
RFB No. 17-0040

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:


Witness as to the Contractor


Witness as to the Contractor

 6/12/17
Signature of Authorized Representative Date

Jodelle Duncan, Contracts & Marketing Manager
Print Name and Title of Signatory

Company: Airgas National Carbonation

Address: 3101 Stafford Drive

Charlotte, NC 28208

Telephone: 1-800-772-8144 ext. 2168

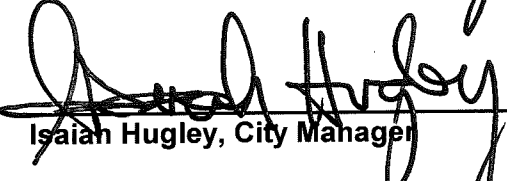
Fax: (704) 509-0119

Email: Jodelle.Duncan@Airgas.com

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CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

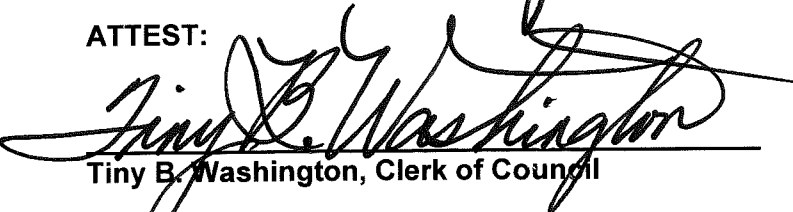
Accepted this 1st day of August 20 17


Isaiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:


Clifton C. Fay, City Attorney

ATTEST:


Tiny B. Washington, Clerk of Council

EXECUTION AUTHORIZED

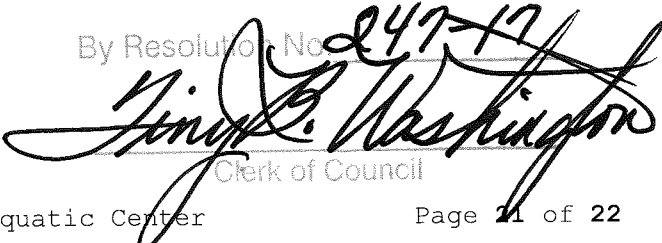
By Resolution No. 247-17

Clerk of Council

EXHIBIT A

*Columbus Consolidated Government
Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
Business Requirements*

RFB No. 17-0040

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
Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
Request for Bids*

RFB No. 17-0040

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: May 2, 2017

REQUEST FOR BIDS: RFB NO: 17-0040	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of: CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER (ANNUAL CONTRACT)
GENERAL SCOPE	Provide bulk liquid carbon dioxide to the Columbus Consolidated Government Department of Parks and Recreation on an "as needed" basis for use at the Columbus Aquatic Center. The contract term will be for two (2) years, with the option to renew for three additional twelve month periods.
DUE DATE	MAY 31, 2017 – 2:30 PM (EST) Bids must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division, 5 th Floor – Government Center, 100 10 th St, Columbus, GA. Bids will be opened during the 3:00 PM hour in the Conference Room of the Purchasing Division. Bidders are not required, but are invited to attend the bid opening.
ADDENDA	<u>IMPORTANT INFORMATION</u> 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.
NO BID RESPONSE	Refer to the form on page 3 if you are not interested in this invitation.

Andrea J. McCorvey
Purchasing Manager

IMPORTANT INFORMATION

e-Notification

Effective December 31, 2014, Columbus Consolidated Government (the City) discontinued mailing postcard notifications to its registered vendors. The City is using the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via

<http://doas.ga.gov/Suppliers/Pages/SupplierStart.aspx>

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

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO BID"

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

Email: 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. 17-0040** for **Carbon Dioxide for Columbus Aquatic Center** 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: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS. The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

1. TERM "CITY." The term "City" as used throughout these documents will mean Consolidated Government of Columbus, GA.

2. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.

3. EXECUTION OF THE BID PROPOSAL. Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, drag tags, etc.

4. BID SUBMISSION. Fax bid submissions will not be accepted as a response to the Invitation for Bids. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.

5. BID DUE DATE. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.

6. BID OPENING. The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent draft tabulation and may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined. **In the essence of time, bidders may not be allowed to review bids at the bid opening. However, bidders will be allowed to make appointments to review the bids at a later date.**

7. LATE BIDS. It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All bids received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.

8. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation. **If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.**

9. RECEIPT OF TIE BIDS. In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by the all tied bidders, the award recommendation shall be as follows:

- Award to the local bidder, if one of the bidders has its principal place of business in Columbus, Georgia.
- If all or none of the bidders has its principal place of business in Columbus, Georgia, then award the bid to the bidder who has received the award previously.
- If neither bidder received the award previously, and neither of the tied bidders has its principal place of business in Columbus, Georgia, then the bid award shall be equally divided between the tied bidders.
- If it is not feasible to divide the award, and if all or none of the tied bidders has its principal place of business in Columbus, Georgia, and neither was awarded the bid previously, then all bids will be rejected and the bid will be re-advertised.

10. RECEIPT OF MULTIPLE BIDS. Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

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

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

13. CORRECTION OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS. Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Officer.

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

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

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

17. BID SECURITY AND PERFORMANCE BOND. Bid security (Bid Bond) shall be required for all competitive sealed bids for construction contracts when the price is estimated by the Purchasing Officer to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on construction contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Division the identical original document within five (5) days after the bid opening. **If the original document is not received within the five (5) days, the bid will not be considered.** When a construction contract is awarded in excess of \$25,000, the successful bidder will be required to furnish a **Performance Bond** executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the price specified in the bid.

18. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE**

COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.

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

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

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

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

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

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

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

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

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

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

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

28. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an

opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

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

30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure of \$25,000.00 or less and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00. (Ordinance No. 95-5). ****STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED****

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

32. FAILURE TO QUOTE. Vendors choosing not to submit a bid 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 that performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

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

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

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

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

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

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

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business that is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

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

**COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY
ADVERTISED MUST TAKE PLACE IN 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.

QUESTION/CLARIFICATION FORM

DATE: _____

TO: Heather Scheuttig, Buyer
Email : hscheuttig@columbusga.org
Fax : (706) 225-3033

RE: Carbon Dioxide for Columbus Aquatic Center (Annual Contract); RFB No. 17-0040

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and is set against a dark background.

From: _____

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

GENERAL SPECIFICATIONS
CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER
(ANNUAL CONTRACT)
RFB No. 17-0040

I. SCOPE OF WORK

The Consolidated Government of Columbus, Georgia (the City) requires the delivery of Carbon Dioxide in liquid bulk at a minimum of five hundred (500) pounds per delivery, for an estimated annual usage of 15,000 pounds. The carbon dioxide will be used to fill two indoor large carbon dioxide cylinders at the Columbus Aquatic Center. Carbon dioxide shall be ordered on an "as needed" basis. Contracted vendor shall be available for emergency deliveries, if needed. Deliveries may be scheduled for any day of the week, and shall be made within five (5) days of receipt of order. No delivery will be made on Thanksgiving or Christmas Day.

The quantities specified are based on estimated usage. The City may purchase some, all, more or none of the items. ***The City reserves the right to add additional related items during the term of the contract.***

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. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year(s) term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request for a review of the pricing. Such escalation shall not exceed a 5% increase. Price escalation requests must be submitted by January 30th so as to allow Departments to factor the increases into their budgets for the next fiscal year, which will begin July 1.

The Using agency(cies) and Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons. **If approved, the price increase shall not commence until the next fiscal year, which will begin July 1.**

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

IV. BRAND NAMES

It is not the intent of Columbus Consolidated Government (City) to restrict competition in any purchasing process. Any manufacturers' names, drawings, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive; any equivalent products of any manufacturer may be offered. Any bid that is equivalent to or surpasses these specifications will be considered; determination of equivalency shall rest solely with the City.

V. QUESTIONS/ADDENDA

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

VI. 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.

VII. BID SUBMISSION REQUIREMENTS:

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND 1 IDENTICAL COP(IES)**. 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"**:

A. Bid Form: Complete Form B

B. Material Safety Data Sheet: Vendor shall include with bid proposal a Material Safety Data Sheet for

the liquid carbon dioxide.

C. Contract Signature Page: Complete Form C

D. Addenda: Vendors must include acknowledgment of receipt of addenda (if any) in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at http://www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm. **Vendors are responsible for periodically visiting the web page, to check for addenda, prior to the bid due date and before submitting a bid.**

THE FOLLOWING ITEMS WILL BE REQUIRED OF THE AWARDED VENDOR(S) PRIOR TO CONTRACT SIGNING OR ISSUANCE OF PURCHASE ORDER. AFTER NOTIFICATION, THE AWARDED 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:** Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

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

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

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

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

Columbus Consolidated Government
Purchasing Division

**RE: RFB No. 17-0040 – Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)**

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

(Deliver) 5th Floor – Finance Department
100 10th 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.

VIII. AWARD/NOTIFICATION/FINAL INSPECTION/DELIVERY/INVOICE

- A. **Award:** This contract will be awarded to the lowest responsive, responsible bidder(s). The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required

services, the City reserves the right to procure from other sources.

- B. Ordering: After award of the bid, by Columbus City Council, the successful vendor shall be contacted to set up a schedule for delivery. Delivery schedule shall be within five (5) days of receipt of order, unless there is an emergency.
- C. Delivery: All shipping, delivery, and/or freight charges must be included in the Unit Price. Columbus Consolidated Government will pay no additional shipping, delivery, and/or freight charges. Deliveries shall be made to:

Columbus Aquatic Center
1603 Midtown Road
Columbus, GA 31906

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

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

The invoice(s) shall reference the bid number (RFB No. 17-0040)

IX. TERMINATION OF CONTRACT

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

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

B. Compensation: Payment for completed services 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 vendor to meet the contract requirements.

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

FORM A

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/tw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

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. **TIN 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)(iii). 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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 payees, 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 1984 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ¹
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 ¹
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.

³ 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.

⁴ 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.

⁵ 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 1-800-829-4059.

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 card, 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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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. commonwealths 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 3406, payers 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.

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

Page 20 of 22

CONTRACT SIGNATURE PAGE
CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER
(Annual Contract)
RFB No. 17-0040

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:

Signature of Authorized Representative Date

Witness as to the Contractor

Print Name and Title of Signatory

Witness as to the Contractor

Company: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

* * * * *

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this _____ day of _____ 20____

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council

☒ CHECKLIST ☒
Carbon Dioxide for Columbus Aquatic Center
RFB No. 17-0040

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE **CONTRACT SIGNATURE PAGE** HAS BEEN SIGNED.
- ☐ 2. PRICING HAS BEEN CHECKED.
- ☐ 3. ADDENDA (IF ANY) HAVE BEEN SIGNED.
- ☐ 4. ALL SUBMISSION REQUIREMENTS ARE INCLUDED.
- ☐ 5. BUSINESS REQUIREMENTS ARE ENCLOSED, SEALED IN A SEPARATE ENVELOPE.
(One copy)
- ☐ 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: **Carbon Dioxide for Columbus Aquatic Center (Annual Contract)**
BID NUMBER: **RFB 17-0040**
OPENING DATE: **May 31, 2017**

 **PLEASE CONSIDER THE ENVIRONMENT** 

Please only submit what is required; keep the remaining pages for your records.

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

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

May 5, 2017

Addendum No. 1

Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals must include acknowledgement of receipt for all Addenda:

Authorized Initials: _____ **Firm:** _____

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 1: Do you already have an existing bulk tank or would a tank need to be installed?

Response: **We already have tanks.**

Andrea J. McCorvey
Purchasing Manager

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

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www.columbusga.org

May 22, 2017

Addendum No. 2

Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals must include acknowledgement of receipt for all Addenda:

Authorized Initials: _____ Firm: _____

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

QUESTIONS / RESPONSES

Question 1: Please provide additional information as to the business requirements you are seeking.

Response: The Business Requirements are identified as vendor's W-9 and 2017 Business License. Please see General Specifications, page 12, section VII. Bid Submission Requirements.

Question 2: What size CO2 tanks do you have?

Response: The tanks hold 750 pounds each.

Question 3: How many CO2 tanks do you have?

Response: Please see General Specifications, page 11, section 1. Scope of Work.

Question 4: Where are the CO2 tanks located on the property (i.e. outside-back of building, inside-basement, etc.)?

Response: The tanks are located indoors, in the pump room at the Columbus Aquatic Center.

Andrea J. McCorvey
Purchasing Manager

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

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706-653-4105, Fax 706-225-3033
BidLine 706-653-4536
www.columbusga.org

May 25, 2017

ADDENDUM NO. 3

Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals should include acknowledgement of receipt for all Addenda:

Authorized Initials: _____ **Firm:** _____

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

I. DUE DATE EXTENSION

The due date is extended; sealed bids are due no later than 2:30 PM on Wednesday, June 7, 2017.

II. FORTHCOMING ADDENDUM

Within the next few business days, Columbus Consolidated Government anticipates releasing another addendum to provide responses to questions that have been received.

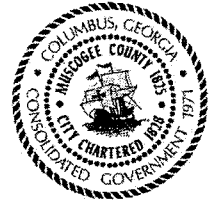
III. ACKNOWLEDGEMENT

Indicate that your company has received this Addendum in the appropriate areas and include with sealed Bid. **Failure to acknowledge receipt of this addendum may render your Bid "Incomplete".**

Andrea J. McCorvey
Purchasing Manager

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

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706-653-4105, Fax 706-225-3033
BidLine 706-653-4536
www.columbusga.org

June 5, 2017

Addendum No. 4

Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals must include acknowledgement of receipt for all Addenda:

Authorized Initials:_____ Firm:_____

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

QUESTIONS / RESPONSES

A. DUE DATE EXTENSION

The due date is extended; sealed bids are due no later than 2:30 PM on Wednesday, June 14, 2017.

B. SPECIFICATION CHANGE

Page 11, General Specifications, Section I. Scope of Work - amended to read:

The Consolidated Government of Columbus, Georgia (the City) requires the delivery of Carbon Dioxide in liquid bulk at a minimum of five hundred (500) pounds per delivery, for an estimated annual usage of 15,000 pounds. The carbon dioxide will be used to fill two indoor large carbon dioxide cylinders at the Columbus Aquatic Center. Carbon dioxide shall be ordered on an "as needed" basis. Contracted vendor shall be available for emergency deliveries, if needed. Deliveries may be scheduled for any day of the week, and shall be made within five (5) days of receipt of order. No delivery will be made on

Thanksgiving or Christmas Day. Awarded vendor shall also provide the annual lease of two (2) carbon dioxide cylinders.

See revised "Bid Form (Pricing Page) on page 3.

Andrea J. McCorvey
Purchasing Manager

REVISED

BID FORM
CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER
(ANNUAL CONTRACT)
RFB No. 17-0040

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 Form
- ☐
- Material Safety Data Sheet(s)

- ☐ Contract Signature Page ☐ Addenda

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

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

Description	Est. Annual Usage	Unit Cost	Total Extended Cost
CARBON DIOXIDE LIQUID	15,000 Pounds	\$	\$
ANNUAL LEASE	Two (2) Tanks	\$	\$
Total Cost:			\$

Deliveries shall be made within five (5) days after receipt of order? ☐ Yes ☐ No

Vendor is available for emergency deliveries? _____ Yes _____ No

Emergency Contact: _____

Name	Phone Number

Emergency Orders Shall be Completed Within _____ hours/days (circle one)

VENDOR NAME & SIGNATURE:

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

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

EXHIBIT C

*Backhoe Loader Rental Services
(Annual Contract)*

*Airgas USA, LLC d/b/a Airgas National Carbonation
Submission*

REVISED

**BID FORM
CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER
(ANNUAL CONTRACT)
RFB No. 17-0040**

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 Form ☒ Material Safety Data Sheet(s)

☒ Contract Signature Page ☒ Addenda

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

Addendum No. 1 ☒ Addendum No. 2 ☒ Addendum No. 3 ☒

Description	Est. Annual Usage	Unit Cost	Total Extended Cost
CARBON DIOXIDE LIQUID	15,000 Pounds	\$ 0.34/lb.	\$ 5,100
ANNUAL LEASE	Two (2) Tanks	\$ 95/month per tank	\$ 2,280
Total Cost:			\$ 7,380/year

Deliveries shall be made within five (5) days after receipt of order? ☒ Yes ☐ No

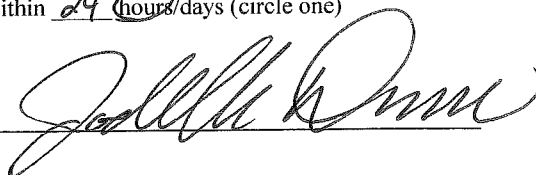
Vendor is available for emergency deliveries? ☒ Yes ☐ No

Emergency Contact: Airgas National Carbonation Customer Care 1-800-772-8144
Name Phone Number

Emergency Orders Shall be Completed Within 24 (hours/days (circle one))

VENDOR NAME & SIGNATURE:

Airgas National Carbonation



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

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

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

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COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-225-3033
BidLine 706-653-4536
www.columbusga.org

May 5, 2017

Addendum No. 1

Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals must include acknowledgement of receipt for all Addenda:

Authorized Initials:

Firm:

Airgas National Carbonation

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 1: Do you already have an existing bulk tank or would a tank need to be installed?

Response: **We already have tanks.**

Andrea J. McCorvey
Purchasing Manager

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



**FINANCE DEPARTMENT
PURCHASING DIVISION**

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May 22, 2017

Addendum No. 2
Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals must include acknowledgement of receipt for all Addenda:

Authorized Initials:

Firm:

Airgas National Carbonation

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

QUESTIONS / RESPONSES

Question 1: Please provide additional information as to the business requirements you are seeking.

Response: The Business Requirements are identified as vendor's W-9 and 2017 Business License. Please see General Specifications, page 12, section VII. Bid Submission Requirements.

Question 2: What size CO2 tanks do you have?

Response: The tanks hold 750 pounds each.

Question 3: How many CO2 tanks do you have?

Response: Please see General Specifications, page 11, section 1. Scope of Work.

Question 4: Where are the CO2 tanks located on the property (i.e. outside-back of building, inside-basement, etc.)?

Response: The tanks are located indoors, in the pump room at the Columbus Aquatic Center.

Andrea J. McCorvey
Purchasing Manager

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



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May 25, 2017

ADDENDUM NO. 3
Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals should include acknowledgement of receipt for all Addenda:

Authorized Initials:  **Firm:** Airgas National Carbonation

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

I. DUE DATE EXTENSION

The due date is extended; sealed bids are due no later than 2:30 PM on Wednesday, June 7, 2017.

II. FORTHCOMING ADDENDUM

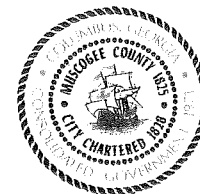
Within the next few business days, Columbus Consolidated Government anticipates releasing another addendum to provide responses to questions that have been received.

III. ACKNOWLEDGEMENT

Indicate that your company has received this Addendum in the appropriate areas and include with sealed Bid. **Failure to acknowledge receipt of this addendum may render your Bid "Incomplete".**

Andrea J. McCorvey
Purchasing Manager

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



**FINANCE DEPARTMENT
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June 5, 2017

Addendum No. 4
Carbon Dioxide for Columbus Aquatic Center
(Annual Contract)
RFB No. 17-0040

Proposals must include acknowledgement of receipt for all Addenda:

Authorized Initials:

Firm: Airgas National Carbonation

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

QUESTIONS / RESPONSES

A. DUE DATE EXTENSION

The due date is extended; sealed bids are due no later than 2:30 PM on Wednesday, June 14, 2017.

B. SPECIFICATION CHANGE

Page 11, General Specifications, Section I. Scope of Work - amended to read:

The Consolidated Government of Columbus, Georgia (the City) requires the delivery of Carbon Dioxide in liquid bulk at a minimum of five hundred (500) pounds per delivery, for an estimated annual usage of 15,000 pounds. The carbon dioxide will be used to fill two indoor large carbon dioxide cylinders at the Columbus Aquatic Center. Carbon dioxide shall be ordered on an "as needed" basis. Contracted vendor shall be available for emergency deliveries, if needed. Deliveries may be scheduled for any day of the week, and shall be made within five (5) days of receipt of order. No delivery will be made on

Thanksgiving or Christmas Day. Awarded vendor shall also provide the annual lease of two (2) carbon dioxide cylinders.

See revised “Bid Form (Pricing Page) on page 3.

Andrea J. McCorvey
Purchasing Manager

REVISED

**BID FORM
CARBON DIOXIDE FOR COLUMBUS AQUATIC CENTER
(ANNUAL CONTRACT)
RFB No. 17-0040**

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID

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☐ Bid Form ☐ Material Safety Data Sheet(s)

☐ Contract Signature Page ☐ Addenda

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

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

Description	Est. Annual Usage	Unit Cost	Total Extended Cost
CARBON DIOXIDE LIQUID	15,000 Pounds	\$	\$
ANNUAL LEASE	Two (2) Tanks	\$	\$
Total Cost:			\$

Deliveries shall be made within five (5) days after receipt of order? ____ Yes ____ No

Vendor is available for emergency deliveries? ____ Yes ____ No

Emergency Contact: _____
Name Phone Number

Emergency Orders Shall be Completed Within ____ hours/days (circle one)

VENDOR NAME & SIGNATURE:

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

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

SAFETY DATA SHEET

Carbon Dioxide

Airgas
an Air Liquide company

Section 1. Identification

GHS product identifier : Carbon Dioxide
Chemical name : Carbon dioxide
Other means of identification : Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
Product use : Synthetic/Analytical chemistry and Medical use.
Synonym : Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP
SDS # : 001013
Supplier's details : Airgas USA, LLC and its affiliates
259 North Radnor-Chester Road
Suite 100
Radnor, PA 19087-5283
1-610-687-5253
24-hour telephone : 1-866-734-3438

Section 2. Hazards identification

OSHA/HCS status : This material is considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200).
Classification of the substance or mixture : GASES UNDER PRESSURE - Liquefied gas
Simple asphyxiant.

GHS label elements

Hazard pictograms :



Signal word : Warning
Hazard statements : Contains gas under pressure; may explode if heated.
May cause frostbite.
May displace oxygen and cause rapid suffocation.
May increase respiration and heart rate.

Precautionary statements

General : Read and follow all Safety Data Sheets (SDS'S) before use. Read label before use. Keep out of reach of children. If medical advice is needed, have product container or label at hand. Close valve after each use and when empty. Use equipment rated for cylinder pressure. Do not open valve until connected to equipment prepared for use. Use a back flow preventative device in the piping. Use only equipment of compatible materials of construction. Always keep container in upright position.
Prevention : Use and store only outdoors or in a well ventilated place.
Response : Not applicable.
Storage : Protect from sunlight when ambient temperature exceeds 52°C/125°F. Store in a well-ventilated place.
Disposal : Not applicable.
Hazards not otherwise classified : In addition to any other important health or physical hazards, this product may displace oxygen and cause rapid suffocation.
May cause frostbite.

Section 3. Composition/information on ingredients

Substance/mixture : Substance
 Chemical name : Carbon dioxide
 Other means of identification : Carbonic, Carbon Dioxide, Carbonic Anhydride, R744, Carbon Dioxide USP

CAS number/other identifiers

CAS number : 124-38-9
 Product code : 001013

Ingredient name	%	CAS number
Carbon Dioxide	100	124-38-9

Any concentration shown as a range is to protect confidentiality or is due to batch variation.

There are no additional ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

Occupational exposure limits, if available, are listed in Section 8.

Section 4. First aid measures

Description of necessary first aid measures

Eye contact : Immediately flush eyes with plenty of water, occasionally lifting the upper and lower eyelids. Check for and remove any contact lenses. Continue to rinse for at least 10 minutes. Get medical attention if irritation occurs.

Inhalation : Remove victim to fresh air and keep at rest in a position comfortable for breathing. If not breathing, if breathing is irregular or if respiratory arrest occurs, provide artificial respiration or oxygen by trained personnel. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation. Get medical attention if adverse health effects persist or are severe. If unconscious, place in recovery position and get medical attention immediately. Maintain an open airway. Loosen tight clothing such as a collar, tie, belt or waistband.

Skin contact : Flush contaminated skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if symptoms occur. Wash clothing before reuse. Clean shoes thoroughly before reuse.

Ingestion : As this product is a gas, refer to the inhalation section.

Most important symptoms/effects, acute and delayed

Potential acute health effects

Eye contact : No known significant effects or critical hazards.
 Inhalation : No known significant effects or critical hazards.
 Skin contact : No known significant effects or critical hazards.
 Frostbite : Try to warm up the frozen tissues and seek medical attention.
 Ingestion : As this product is a gas, refer to the inhalation section.

Over-exposure signs/symptoms

Eye contact : No specific data.
 Inhalation : No specific data.
 Skin contact : No specific data.
 Ingestion : No specific data.

Indication of immediate medical attention and special treatment needed, if necessary

Notes to physician : Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.
 Specific treatments : No specific treatment.

Section 4. First aid measures

- Protection of first-aiders : No action shall be taken involving any personal risk or without suitable training. It may be dangerous to the person providing aid to give mouth-to-mouth resuscitation.

See toxicological information (Section 11)

Section 5. Fire-fighting measures

Extinguishing media

- Suitable extinguishing media : Use an extinguishing agent suitable for the surrounding fire.

- Unsuitable extinguishing media : None known.

- Specific hazards arising from the chemical : Contains gas under pressure. In a fire or if heated, a pressure increase will occur and the container may burst or explode.

- Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon dioxide
carbon monoxide

- Special protective actions for fire-fighters : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training. Contact supplier immediately for specialist advice. Move containers from fire area if this can be done without risk. Use water spray to keep fire-exposed containers cool.

- Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 6. Accidental release measures

Personal precautions, protective equipment and emergency procedures

- For non-emergency personnel : No action shall be taken involving any personal risk or without suitable training. Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Avoid breathing gas. Provide adequate ventilation. Wear appropriate respirator when ventilation is inadequate. Put on appropriate personal protective equipment.

- For emergency responders : If specialised clothing is required to deal with the spillage, take note of any information in Section 8 on suitable and unsuitable materials. See also the information in "For non-emergency personnel".

- Environmental precautions : Ensure emergency procedures to deal with accidental gas releases are in place to avoid contamination of the environment. Inform the relevant authorities if the product has caused environmental pollution (sewers, waterways, soil or air).

Methods and materials for containment and cleaning up

- Small spill : Immediately contact emergency personnel. Stop leak if without risk.
- Large spill : Immediately contact emergency personnel. Stop leak if without risk. Note: see Section 1 for emergency contact information and Section 13 for waste disposal.

Section 7. Handling and storage

Precautions for safe handling

- Protective measures : Put on appropriate personal protective equipment (see Section 8). Contains gas under pressure. Avoid contact with eyes, skin and clothing. Avoid breathing gas. Empty containers retain product residue and can be hazardous. Do not puncture or incinerate container. Use equipment rated for cylinder pressure. Close valve after each use and when empty. Protect cylinders from physical damage; do not drag, roll, slide, or drop. Use a suitable hand truck for cylinder movement.

Section 7. Handling and storage

Advice on general occupational hygiene : Eating, drinking and smoking should be prohibited in areas where this material is handled, stored and processed. Workers should wash hands and face before eating, drinking and smoking. Remove contaminated clothing and protective equipment before entering eating areas. See also Section 8 for additional information on hygiene measures.

Conditions for safe storage, including any incompatibilities : Store in accordance with local regulations. Store in a segregated and approved area. Store away from direct sunlight in a dry, cool and well-ventilated area, away from incompatible materials (see Section 10). Keep container tightly closed and sealed until ready for use. Cylinders should be stored upright, with valve protection cap in place, and firmly secured to prevent falling or being knocked over. Cylinder temperatures should not exceed 52 °C (125 °F).

Section 8. Exposure controls/personal protection

Control parameters

Occupational exposure limits

Ingredient name	Exposure limits
Carbon Dioxide	<p>ACGIH TLV (United States, 3/2015). Oxygen Depletion [Asphyxiant]. STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours.</p> <p>NIOSH REL (United States, 10/2013). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 9000 mg/m³ 10 hours. TWA: 5000 ppm 10 hours.</p> <p>OSHA PEL (United States, 2/2013). TWA: 9000 mg/m³ 8 hours. TWA: 5000 ppm 8 hours.</p> <p>OSHA PEL 1989 (United States, 3/1989). STEL: 54000 mg/m³ 15 minutes. STEL: 30000 ppm 15 minutes. TWA: 18000 mg/m³ 8 hours. TWA: 10000 ppm 8 hours.</p>

Appropriate engineering controls : Good general ventilation should be sufficient to control worker exposure to airborne contaminants.

Environmental exposure controls : Emissions from ventilation or work process equipment should be checked to ensure they comply with the requirements of environmental protection legislation. In some cases, fume scrubbers, filters or engineering modifications to the process equipment will be necessary to reduce emissions to acceptable levels.

Individual protection measures

Hygiene measures : Wash hands, forearms and face thoroughly after handling chemical products, before eating, smoking and using the lavatory and at the end of the working period. Appropriate techniques should be used to remove potentially contaminated clothing. Wash contaminated clothing before reusing. Ensure that eyewash stations and safety showers are close to the workstation location.

Eye/face protection : Safety eyewear complying with an approved standard should be used when a risk assessment indicates this is necessary to avoid exposure to liquid splashes, mists, gases or dusts. If contact is possible, the following protection should be worn, unless the assessment indicates a higher degree of protection: safety glasses with side-shields.

Skin protection

Section 8. Exposure controls/personal protection

- Hand protection** : Chemical-resistant, impervious gloves complying with an approved standard should be worn at all times when handling chemical products if a risk assessment indicates this is necessary. Considering the parameters specified by the glove manufacturer, check during use that the gloves are still retaining their protective properties. It should be noted that the time to breakthrough for any glove material may be different for different glove manufacturers. In the case of mixtures, consisting of several substances, the protection time of the gloves cannot be accurately estimated.
- Body protection** : Personal protective equipment for the body should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Other skin protection** : Appropriate footwear and any additional skin protection measures should be selected based on the task being performed and the risks involved and should be approved by a specialist before handling this product.
- Respiratory protection** : Use a properly fitted, air-purifying or air-fed respirator complying with an approved standard if a risk assessment indicates this is necessary. Respirator selection must be based on known or anticipated exposure levels, the hazards of the product and the safe working limits of the selected respirator.

Section 9. Physical and chemical properties

Appearance

- Physical state** : Gas. [Liquefied compressed gas.]
- Color** : Colorless.
- Molecular weight** : 44.01 g/mole
- Molecular formula** : C-O₂
- Melting/freezing point** : Sublimation temperature: -79°C (-110.2 to °F)
- Critical temperature** : 30.85°C (87.5°F)
- Odor** : Odorless.
- Odor threshold** : Not available.
- pH** : Not available.
- Flash point** : [Product does not sustain combustion.]
- Burning time** : Not applicable.
- Burning rate** : Not applicable.
- Evaporation rate** : Not available.
- Flammability (solid, gas)** : Not available.
- Lower and upper explosive (flammable) limits** : Not available.
- Vapor pressure** : 830 (psig)
- Vapor density** : 1.53 (Air = 1) Liquid Density@BP: Solid density = 97.5 lb/ft³ (1562 kg/m³)
- Specific Volume (ft³/lb)** : 8.7719
- Gas Density (lb/ft³)** : 0.114
- Relative density** : Not applicable.
- Solubility** : Not available.
- Solubility in water** : Not available.
- Partition coefficient: n-octanol/water** : 0.83
- Auto-ignition temperature** : Not available.
- Decomposition temperature** : Not available.
- SADT** : Not available.
- Viscosity** : Not applicable.

Section 10. Stability and reactivity

- Reactivity : No specific test data related to reactivity available for this product or its ingredients.
- Chemical stability : The product is stable.
- Possibility of hazardous reactions : Under normal conditions of storage and use, hazardous reactions will not occur.
- Conditions to avoid : No specific data.
- Incompatible materials : No specific data.
- Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.
- Hazardous polymerization : Under normal conditions of storage and use, hazardous polymerization will not occur.

Section 11. Toxicological information

Information on toxicological effects

Acute toxicity

Not available.

IDLH : 40000 ppm

Irritation/Corrosion

Not available.

Sensitization

Not available.

Mutagenicity

Not available.

Carcinogenicity

Not available.

Reproductive toxicity

Not available.

Teratogenicity

Not available.

Specific target organ toxicity (single exposure)

Not available.

Specific target organ toxicity (repeated exposure)

Not available.

Aspiration hazard

Not available.

Information on the likely routes of exposure : Not available.

Potential acute health effects

- Eye contact : No known significant effects or critical hazards.
- Inhalation : No known significant effects or critical hazards.

Section 11. Toxicological information

- Skin contact : No known significant effects or critical hazards.
 Ingestion : As this product is a gas, refer to the inhalation section.

Symptoms related to the physical, chemical and toxicological characteristics

- Eye contact : No specific data.
 Inhalation : No specific data.
 Skin contact : No specific data.
 Ingestion : No specific data.

Delayed and immediate effects and also chronic effects from short and long term exposure

Short term exposure

- Potential immediate effects : Not available.
 Potential delayed effects : Not available.

Long term exposure

- Potential immediate effects : Not available.
 Potential delayed effects : Not available.

Potential chronic health effects

Not available.

- General : No known significant effects or critical hazards.
 Carcinogenicity : No known significant effects or critical hazards.
 Mutagenicity : No known significant effects or critical hazards.
 Teratogenicity : No known significant effects or critical hazards.
 Developmental effects : No known significant effects or critical hazards.
 Fertility effects : No known significant effects or critical hazards.

Numerical measures of toxicity

Acute toxicity estimates

Not available.

Section 12. Ecological information

Toxicity

Not available.

Persistence and degradability

Not available.

Bioaccumulative potential

Product/ingredient name	LogP _{ow}	BCF	Potential
Carbon Dioxide	0.83	-	low

Mobility in soil

- Soil/water partition coefficient (K_{oc}) : Not available.






Section 12. Ecological information

Other adverse effects : No known significant effects or critical hazards.

Section 13. Disposal considerations

Disposal methods : The generation of waste should be avoided or minimized wherever possible. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements. Dispose of surplus and non-recyclable products via a licensed waste disposal contractor. Waste should not be disposed of untreated to the sewer unless fully compliant with the requirements of all authorities with jurisdiction. Empty Airgas-owned pressure vessels should be returned to Airgas. Waste packaging should be recycled. Incineration or landfill should only be considered when recycling is not feasible. This material and its container must be disposed of in a safe way. Empty containers or liners may retain some product residues. Do not puncture or incinerate container.

Section 14. Transport information

	DOT	TDG	Mexico	IMDG	IATA
UN number	UN1013	UN1013	UN1013	UN1013	UN1013
UN proper shipping name	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE	CARBON DIOXIDE
Transport hazard class(es)	2.2 	2.2 	2.2 	2.2 	2.2 
Packing group	-	-	-	-	-
Environment	No.	No.	No.	No.	No.
Additional information	<u>Limited quantity</u> Yes. <u>Packaging instruction</u> Passenger aircraft Quantity limitation: 75 kg Cargo aircraft Quantity limitation: 150 kg	Product classified as per the following sections of the Transportation of Dangerous Goods Regulations: 2.13-2.17 (Class 2). <u>Explosive Limit and Limited Quantity Index</u> 0.125 <u>Passenger Carrying Road or Rail Index</u> 75	-	-	<u>Passenger and Cargo Aircraft</u> Quantity limitation: 75 kg <u>Cargo Aircraft Only</u> Quantity limitation: 150 kg

"Refer to CFR 49 (or authority having jurisdiction) to determine the information required for shipment of the product."

Special precautions for user : **Transport within user's premises:** always transport in closed containers that are upright and secure. Ensure that persons transporting the product know what to do in the event of an accident or spillage.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code : Not available.

Section 15. Regulatory information

U.S. Federal regulations : TSCA 8(a) CDR Exempt/Partial exemption: This material is listed or exempted.
United States inventory (TSCA 8b): This material is listed or exempted.

Clean Air Act Section 112 : Not listed
(b) Hazardous Air
Pollutants (HAPs)

Clean Air Act Section 602 : Not listed
Class I Substances

Clean Air Act Section 602 : Not listed
Class II Substances

DEA List I Chemicals : Not listed
(Precursor Chemicals)

DEA List II Chemicals : Not listed
(Essential Chemicals)

SARA 302/304

Composition/information on ingredients

No products were found.

SARA 304 RQ : Not applicable.

SARA 311/312

Classification : Refer to Section 2: Hazards Identification of this SDS for classification of substance.

State regulations

Massachusetts : This material is listed.

New York : This material is not listed.

New Jersey : This material is listed.

Pennsylvania : This material is listed.

California Prop. 65

Ingredient name	Cancer	Reproductive	No significant risk level	Maximum acceptable dosage level
Carbon dioxide	No.	No.	No.	No.

International regulations

International lists

National inventory

Australia : This material is listed or exempted.

Canada : This material is listed or exempted.

China : This material is listed or exempted.

Europe : This material is listed or exempted.

Japan : This material is listed or exempted.

Malaysia : Not determined.

New Zealand : This material is listed or exempted.

Philippines : This material is listed or exempted.

Republic of Korea : This material is listed or exempted.

Taiwan : This material is listed or exempted.

Canada

WHMIS (Canada) : Class A: Compressed gas.

Section 15. Regulatory information

CEPA Toxic substances: This material is listed.
 Canadian ARET: This material is not listed.
 Canadian NPRI: This material is not listed.
 Alberta Designated Substances: This material is not listed.
 Ontario Designated Substances: This material is not listed.
 Quebec Designated Substances: This material is not listed.

Section 16. Other information

Canada Label requirements : Class A: Compressed gas.

Hazardous Material Information System (U.S.A.)

Health	1
Flammability	0
Physical hazards	3

Caution: HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. Although HMIS® ratings are not required on SDSs under 29 CFR 1910.1200, the preparer may choose to provide them. HMIS® ratings are to be used with a fully implemented HMIS® program. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA). HMIS® materials may be purchased exclusively from J. J. Keller (800) 327-6868.

The customer is responsible for determining the PPE code for this material.

National Fire Protection Association (U.S.A.)



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Copyright ©2001, National Fire Protection Association, Quincy, MA 02269. This warning system is intended to be interpreted and applied only by properly trained individuals to identify fire, health and reactivity hazards of chemicals. The user is referred to certain limited number of chemicals with recommended classifications in NFPA 49 and NFPA 325, which would be used as a guideline only. Whether the chemicals are classified by NFPA or not, anyone using the 704 systems to classify chemicals does so at their own risk.

Procedure used to derive the classification

Classification	Justification
Press. Gas Liq. Gas, H280	Expert judgment

History

Date of printing : 4/25/2017
 Date of issue/Date of revision : 4/25/2017
 Date of previous issue : 2/11/2016
 Version : 0.02
 Key to abbreviations : ATE = Acute Toxicity Estimate
 BCF = Bioconcentration Factor
 GHS = Globally Harmonized System of Classification and Labelling of Chemicals
 IATA = International Air Transport Association
 IBC = Intermediate Bulk Container
 IMDG = International Maritime Dangerous Goods
 LogPow = logarithm of the octanol/water partition coefficient
 MARPOL 73/78 = International Convention for the Prevention of Pollution From Ships, 1973 as modified by the Protocol of 1978. ("Marpol" = marine pollution)

Section 16. Other information

UN = United Nations

References

: Not available.

▣ Indicates information that has changed from previously issued version.

Notice to reader

To the best of our knowledge, the information contained herein is accurate. However, neither the above-named supplier, nor any of its subsidiaries, assumes any liability whatsoever for the accuracy or completeness of the information contained herein.

Final determination of suitability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



PRODUCT SALE AGREEMENT

Airgas USA, LLC, d/b/a Airgas National Carbonation ("Seller"), with offices at 3101 Stafford Drive, Charlotte, NC 28208, and Columbus Consolidated Government ("Buyer"), with offices at 100 10th Street, Columbus, Georgia 31901, for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree, effective as of this 12th day of June, 2017, ("Effective Date") as follows:

1. **REQUIREMENTS.** Buyer shall buy from Seller and Seller shall sell to Buyer, Buyer's present and future requirements of the gas products specified in the Schedule below or in any rider or amendment to this Agreement, in liquid or gaseous form, (collectively "Products"), for use at the locations listed in the Schedule and at any relocated, expanded, or new Buyer location(s) (the "Designated Locations"), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk, including "mini" or "micro" bulk, and including on-site generation equipment (the "Equipment"), on the terms and conditions set forth in this Agreement.
2. **TERM.** The initial term shall be seven (7) years ("Initial Term") beginning on the date Seller signs the Agreement. Thereafter, the Agreement shall automatically renew for successive one (1) year renewal terms unless terminated at the end of (a) the Initial Term or (b) any renewal term, as the case may be, upon not less than six (6) months' prior written notice by either party, given in accordance with Section 20 herein. The Initial Term and any renewal terms shall be "the Term". Buyer represents and warrants that, as of the date Agreement is fully executed, Buyer will not be obligated under the terms of any other contract to purchase Product for the Designated Location(s), and Buyer agrees to indemnify, defend and hold harmless Seller from and against all claims, demands and suits to the contrary that may be asserted by any third party.
3. **PRICING AND PAYMENT TERMS.** The pricing for Products purchased hereunder and rental for Equipment or cylinders, which may be adjusted by Seller from time to time, shall be as set forth in the Schedule below or any rider or amendment hereto. Terms of payment are Net 10th day of the month. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may charge Buyer interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by law calculated from and excluding the due date thereof to and including the date of payment. Failure of Buyer to pay an invoice or other charge payable to Buyer under this Agreement after receipt of written notice shall be deemed a default. Buyer shall be obligated to pay any collection or legal expenses, including reasonable attorney's fees, necessary for Seller to recover its property or any amounts owed to Seller by Buyer under the terms of the Agreement.
4. **SURCHARGES.** Following notice from Seller, Buyer shall pay to Seller surcharges that result from any extraordinary, emergency or other unanticipated increases in the cost of manufacturing, supplying or distributing Product hereunder. Such surcharge shall not be deemed a "Price Change" subject to the provision(s) of Section 14 herein. All Product deliveries are subject to Seller's standard fuel surcharge policy.
5. **INSTALLATION.** Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer is not authorized to perform any maintenance or repair on the Equipment without Seller's prior written consent. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at any Designated Location by Seller and shall keep same free of any and all liens or claims of any kind and shall not allow Seller's trademarks to be removed from the Equipment. Buyer shall not permit Equipment furnished hereunder to be filled with any product not furnished by Seller or Seller's authorized representative. Seller agrees to be responsible for any damage to Buyer's property caused solely by Seller during the installation of the Equipment. Buyer shall provide, at Buyer's cost, all electricity or other utilities, as well as all licenses and permits required in connection with use or installation of the Equipment. Buyer shall be responsible for any damage or loss to Seller's Equipment, unless such loss or damage is caused by Seller's negligence. Risk of loss shall pass to Buyer at the time of installation of the Equipment. Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any lost or damaged cylinders, caps or fittings and for any loss or damage caused by Buyer contamination.
6. **SITE REQUIREMENTS.** Buyer shall promptly furnish an accessible, secure location for Seller's Equipment at each of its Designated Locations to enable suitable delivery and storage of Products, including all preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Designated Location. Equipment shall be accessible for delivery twenty four (24) hours per day.
7. **EQUIPMENT CHANGE.** If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right, at its own expense, to substitute a different size or type of Equipment and the rental rates shall be adjusted to reflect such substitutions. If Buyer's operations necessitate a relocation of the Equipment, Buyer shall be responsible for a \$500 per tank relocation cost. If any Equipment is relocated or Seller provides additional Equipment to meet Buyer's gas requirements, then a new Term equal to the Initial Term shall commence upon the date of first delivery of Product into the relocated, replacement or additional Equipment.
8. **REMOVAL.** Seller shall have the right to enter Buyer's premises and remove any Equipment installed by it within ninety (90) days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of or damage to Equipment shall remain in full force and effect until Seller effects such removal. At the end of the Term, or in the event Buyer no longer has requirements for Product at a Designated Location, Buyer shall pay a \$500 per tank removal fee.
9. **WARRANTY.** Seller warrants that, at the time of delivery, all Products furnished hereunder shall conform to the manufacturer's or Seller's specification. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER.**
10. **LIMITATION OF LIABILITY. SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES, ARISING OR ALLEGED TO ARISE OUT OF OR IN CONNECTION WITH ITS PERFORMANCE HEREUNDER OR WITH ANY PRODUCT OR EQUIPMENT SOLD OR LEASED HEREUNDER, WHETHER SUCH DAMAGE RESULTS FROM ANY NEGLIGENT ACT OR OMISSION OR IS RELATED TO STRICT LIABILITY, OR OTHERWISE.**
11. **REMEDY.** Buyer's exclusive remedy for the unexcused failure on the part of Seller to deliver Product when required by Buyer, regardless of the cause of such failure, including negligence, shall be to recover from Seller the difference between the cost to Buyer of any reasonable purchase of Product in substitution for Product not delivered and the lesser price of such quantity of Product hereunder. Buyer's exclusive remedy for each unexcused failure of Product to meet specification shall be to receive a refund of the price of such non-conforming Product or replacement thereof with Product that meets such specification. All claims by Buyer having anything to do with any Product or Equipment furnished hereunder by Seller shall be made in writing within ten (10) days after the delivery thereof and failure of Buyer to give such notice shall constitute a complete waiver by Buyer of any such claims and defense for Seller against any such claims.
12. **FORCE MAJEURE.** Seller's performance hereunder is subject to floods, strikes or other labor disturbances, fire, accidents, war, delays of carriers, inability to obtain raw materials, failure or allocation of normal sources of supply, terrorist act, machinery or equipment breakdown, plant shutdown, restraints of government (whether or not it later proves to be invalid), or any other similar or dissimilar cause beyond Seller's reasonable control ("Force Majeure Event"). Seller shall not be liable for any damages resulting from a Force Majeure Event, and Buyer waives any right to assert a claim against Seller in respect thereof. Seller shall advise Buyer in writing of the reason for and anticipated length of any such event. If any such event affects only a part of Seller's capacity to perform, Seller may allocate production and deliveries among its customers in a fair and reasonable manner. Buyer shall pay or reimburse Seller for any additional costs incurred by Seller in the procurement or delivery of Product during a Force Majeure Event. Buyer may source Products subject to the Force Majeure Event from another supplier for the duration of the Force Majeure Event.
13. **TAXES.** The prices set forth are exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. If any such excluded tax is determined to be applicable, the prices set forth herein shall be increased by the amount of such tax. In the event that Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided. The Buyer will provide the applicable exemption certificate for each Buyer location. Should such certificate be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.
14. **PRICE CHANGES.** In the event that Seller increases the price for a specific Product or Equipment sold or leased under this Agreement, such increase shall become effective fifteen (15) days after written notice is given to Buyer. If within fifteen (15) days of receiving such notice, Buyer furnishes Seller with a copy of a bona fide firm written offer to sell such Product/Equipment of the same quantities, of the same quality under similar circumstances at prices lower than such revised prices, Seller shall have fifteen (15) days within which to, at Seller's sole option, either meet the lower price, exclusive of surcharges, hazmat or regulatory compliance fees, or revert to Seller's price in effect before the price increase. If Seller does not exercise its option to adjust the price, Buyer may terminate this Agreement by giving Seller thirty (30) days' written notice of such termination. If Seller does agree to meet such lower price, or revert to Seller's price in effect before the price increase, Seller shall have the right, at its option, to extend the term of this Agreement for a period of time equal to the initial contract term provided in this Agreement or the term of the competitive

written offer. Buyer's rights under this Section shall not apply to any price increase arising as a result in whole or part, of compliance by Seller or its suppliers with Federal, state, or municipal taxes, or government agency required audits or other regulations.

15. **COMPLIANCE / MSDS.** Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws regarding the safe handling, transportation and use of the Products, including without limitation, all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act, the Occupational Safety and Health Act, and applicable regulations thereunder. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Material Safety Data Sheets (MSDS). Additional MSDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com. Buyer understands that the Products must not be used without first consulting the MSDS.

16. **BUYER'S RESPONSIBILITIES.** Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. BUYER ACKNOWLEDGES THAT THERE ARE HAZARDS ASSOCIATED WITH THE USE OF THE PRODUCTS, THAT IT UNDERSTANDS SUCH HAZARDS, AND THAT IT IS THE RESPONSIBILITY OF BUYER TO WARN AND PROTECT ALL THOSE EXPOSED TO SUCH HAZARDS. It is Buyer's responsibility to ensure that: (i) the installation and/or use of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. BUYER SHALL HAVE THE SOLE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF ANY OF SELLER'S PRODUCTS FOR THE USE CONTEMPLATED BY BUYER.

17. **ITEMIZED CHARGES.** (a) The total amount due from the Buyer may include various itemized charges, including: charges for the handling of hazardous materials and for compliance with laws and regulations concerning hazardous materials; charges for handling, delivery, and shipping; and/or charges for energy or fuel. None of the charges represent a tax or fee paid to or imposed by any governmental authority and all of the charges are retained by the Seller. The Seller has not specifically quantified the relationship between the charges and the actual costs associated with the charges, which can vary by product, service, time and place, among other things. (b) No itemized charges not already provided for in the Schedule below will be imposed without Buyer's consent.

18. **GOVERNING LAW; CLASS ACTION AND TRIAL BY JURY WAIVER.** This Agreement shall be governed by and construed in accordance with the substantive law of the State of North Carolina, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods and The Uniform Computer Information Transactions Act will not, for any purpose, govern or apply to this Agreement or any transactions, performance or disputes hereunder. Both parties hereto hereby waive all right or entitlement to trial by jury in connection with any dispute that arises out of or relates in any way hereto or to Product supplied hereunder. Any Claim must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. In the event any action or legal proceeding is brought by Seller to enforce, interpret, protect or establish any provision of this Agreement or right or remedy, Seller shall be entitled to recover as part of such action or proceeding, in addition to any other relief granted, reasonable attorneys' fees and court costs, including costs of appeal as may be fixed by the court or jury.

19. **COUNTERPARTS; ELECTRONIC TRANSMISSION.** This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party.

20. **NOTICES.** Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address the recipient provides, and shall be deemed to have been given (i) on the date such notice is hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose; or (ii) two (2) business days after being deposited with the United States Postal Service, if sent by U.S. Mail. Notwithstanding the foregoing, a notice of termination pursuant to Section 2 hereof must be given by overnight courier providing proof of delivery.

21. **ACCEPTANCE.** This Agreement shall not be binding on Buyer and Seller until it is accepted in writing by a duly authorized representative of each party. This Agreement with any riders and/or amendments represents the entire Agreement between Seller and Buyer in relation to the sale of Products and supersedes all prior agreements or understanding with respect to the subject matter of this Agreement. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective. Headings used herein are for reference only and not interpretation of the Agreement. This Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns, including any entity (a) with which Buyer may merge or consolidate or (b) to which Buyer may transfer assets comprising the Designated Location(s). Buyer shall notify Seller in writing within fifteen (15) days of Buyer's transfer of ownership (whether by asset sale, merger or otherwise) to any third party. Buyer shall remain fully liable to Seller and shall pay to Seller of any termination fees and outstanding balances owed to Seller at the time of ownership transfer.

SCHEDULE OF PRODUCTS, EQUIPMENT AND PRICES

☐ New Location/New Customer ☐ New Location/Existing Customer ☐ Ownership Change _____
☒ Renewal ☐ Renewal with Additional Equipment ☐ Renewal/Upgrade Equipment

*DESIGNATED LOCATION(S): (ADDRESS/CITY/STATE/ZIP)Columbus Aquatic Center, 1603 Midtown Road, Columbus, GA 31906

SHIP TO ACCT #:

1. Product Only Account Price/lb. **\$0.0000**

2. Rental/Product Account Tank Size **2- 750.00** Rental Rate **\$ 95.00** Per Tank Price/lb. **\$.34c**

3. Keepfull Account **0.00** Monthly Rate **\$ 0.00** Yearly Allowance **0(lbs.)** Overage Rate **\$ 0.0000/lb.**

4. Nitrogen Generator System: Generator Size**0.0000** Complete ☐ Basic ☐ Monthly Rental: **\$ 0.0000**

5. Installation: **Standard installation includes micro bulk storage tank, fill and vent line piping up to 15', fill box for indoor installations, up to 50' of flexible beverage tubing for gas use and a standard Airgas Sentry CO2 Monitor for indoor installations only.**

Additional Installation Cost: **NC**

6. Itemized Charges: **HAZMAT: NO**

Delivery Charges:

Standard Service call requests and out of route service delivery calls will be billed at \$75.00 / hour.
All tubing, fittings, regulators, and fill boxes are part of this Agreement and are Seller's property unless otherwise stated.

7. **Cylinder Gases:** (Cylinder gases must be ordered by customer for delivery)

Cylinder Gas and Size	Gas Price/Each	Rental Price/Month	Delivery Fee
CO2: lbs.	\$ /Each	\$ /Month	\$
Nitrogen: scf	\$ /Each	\$ /Month	\$
Beer Gas: scf (%N2 %CO2)	\$ /Each	\$ /Month	\$
Helium: scf	\$ /Each	\$ /Month	\$
Other:	\$ /Each	\$ /Month	\$

THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED BY THEIR AUTHORIZED REPRESENTATIVE BELOW.

CUSTOMER NAME: Columbus Consolidated Government
(Buyer)

AIRGAS USA, LLC dba Airgas National Carbonation (Seller)

Accepted by: _____

Submitted by: Christopher Kane

Accepted by: _____

Printed Name: _____ **Date:** _____

Title: _____ **Date:** _____