

CONTRACT

THIS CONTRACT, executed this 29th day of Feb, 2018, by and between the ***Consolidated Government of Columbus, Georgia***, hereinafter called the "City", and ***Burts Fertilizer*** 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 is the most advantageous and responsible bidder for providing ***Watershed Fertilization (RFB No. 18-0012)*** and was awarded the Contract by Columbus City Council on Tuesday, December 12, 2017, Resolution No. 420-17 for the period of two (2) years with the option renew for three (3) additional twelve-month Periods for furnishing the same in accordance with specifications prepared by the City and the Proposal of the Contractor.

2. The Contractor will, at its own cost and expense, furnish all labor, materials, and equipment required to be furnished, provide all related services required to be provided, and meet all other requirements or conditions imposed, all strictly in accordance with the attached agreement, City's Request for Bids, dated September 19, 2017 (and all addenda thereto), Burts Fertilizer Proposal dated October 18, 2017, 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 Contractor will receive payment from the City in accordance with the terms and on the conditions stated in this Contract and the exhibits attached to and by reference made a part of.

C.M. 12-12-17(2)(C)

"ITEM C"

A RESOLUTION

NO. 420-17

420-17

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR WATERSHED FERTILIZATION SERVICES FROM BURTS FERTILIZER (COLUMBUS, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$14,178.60.

WHEREAS, this contract includes the fertilization of approximately 78.77 acres of watershed lakes to provide erosion control; and,

WHEREAS, the watershed lakes include Bull Creek-Psalmond Road; Cooper Creek-Gentian Blvd; Smith-Schomburg Rd.; Charter Oaks-Papaya Dr; Weems-Stinson St.; Pierce Chapel-Creekwood Court; DeBrabant-Macon Rd.; Anthony-Rockhurst; MCP-Schatulga Rd.; Airport-Airport Thruway and Heath-Heath Park.

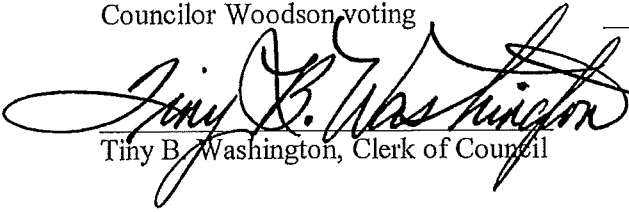
WHEREAS, this contract period is for two years, with the option to renew for three additional twelve-month periods. The renewal option is contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to execute an annual contract for watershed fertilization services from Burts Fertilizer (Columbus, GA) for the estimated annual contract value of \$14,178.60. Funds will be budgeted each fiscal year for this ongoing expense: Sewer Fund - Public Works - Sewer Maintenance – Contractual Services; 0202-260-3210-SWRM-6319.

12/12 Introduced at a regular meeting of the Council of Columbus, Georgia, held the 12th day of December, 2017 and adopted at said meeting by the affirmative vote of seven members of said Council.

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


Tiny B. Washington, Clerk of Council


Teresa Pike Tomlinson, Mayor

(CONTRACT SIGNATURE PAGE)
WATERSHED FERTILIZATION (ANNUAL CONTRACT)
RFB NO. 18-0012

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.

Date: 10/18/17 By: Dwight Burt

Signature of Contractor's Authorized Agent

Pamela C. Wym Dwight Burt
Witness as to the Contractor Type/Print name and Title of above signed agent

Amanda Shupe BURTS FERTILIZER
Witness as to the Contractor Business Name

(Corporate Seal)

1516 RIDGE CREEK WAY COLUMBUS GA. 31904
Business Street Address City State Zip Code
(P. O. Boxes will Render bid Incomplete)

1516 RIDGE CREEK WAY COLUMBUS GA. 31904
Business Remittance/Mailing Address City State Zip

Code

Email Address: DBBURT2001@YAHOO.COM

Telephone: 706 681 3156

Fax Number: _____

**COLUMBUS CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this 27th day of September 2018

Isalah Hugley
Isalah Hugley, City Manager

Tiny Washington
Tiny Washington, Clerk of Council

ATTEST: APPROVED AS TO LEGAL FORM

Clifton C. Fay
Clifton C. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. 523-17

Tiny Washington
Clerk of Council

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

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: 3070

EXHIBIT B

*Columbus Consolidated Government
Request for Bid*

Watershed Fertilization (Annual Contract)

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, FAX 706-653-4109

October 11, 2017

ADDENDUM: NUMBER ONE

SUBJECT: RFB NO. 18-0012
Watershed Fertilization (Annual Contract)

Acknowledgment of receipt of each Addendum must be included with sealed Bid. Initial and include a copy of each Addendum with Bid or initial the appropriate area on the Bid Form (Pricing Page).

INITIAL: _____ COMPANY NAME: _____

VENDORS ARE INFORMED THAT THE REFERENCED BID IS HEREBY MODIFIED, CORRECTED OR SUPPLEMENTED AS SPECIFIED, DESCRIBED AND SET FORTH IN THIS ADDENDUM.

Bid due date is hereby changed: October 25, 2017, no later than 2:30 PM EST.

City's responses to the following submitted questions:

1. **Question:** "Is there a walk through scheduled to look at the areas?"
Answer: Yes, A site visit is scheduled for Tuesday, October 17, 2018 at 8:00 am. The meeting location will be at the Cooper Creek Park and a City employee will be there standing by a city vehicle with a city decal on the door. Cooper Creek Park is located at 4816 Milgen Road, Columbus Ga., 31907. (See attached "Attendance Sheet").
2. **Question:** "Is there a map available for each location that is marked?"
Answer: Maps will be available during the scheduled vendor site visit.
3. **Question:** "Are there any product specifications for the fertilizer that is to be applied?"
Answer: The vendor would need to determine the type of grass/weed that are present at each one.
4. **Question:** "Is there a specific date or date range in which the application is to be done?"
Answer: Yes, March 1 thru May 31 time frame.

Sincerely,

Andrea J. McCorvey
Purchasing Division Manager

ATTENDANCE CONFIRMATION FAX FORM

DATE: _____

TO: Kevin Robertson, Buyer
FAX NO. (706) 653-4109

RE: RFB NO. 18-0012
WATERSHED FERTILIZER (ANNUAL CONTRACT)
(ANNUAL CONTRACT)

A TOUR OF THE ELEVEN WATERSHEDS IS SCHEDULED FOR **8:00 A.M., TUESDAY, OCTOBER 17, 2017.**

The tour will start at Cooper Creek Park, 4816 Milgen Road, Columbus, Georgia. Vendors must complete this notification form to confirm attendance. Fax the form to Kevin Robertson, Buyer, at fax number (706) 653-4109.

All questions resulting from the tour must be submitted in writing to Purchasing. The City will not be held by any verbal responses to questions.

All vendors attending the tour must sign an attendance sheet, complete with name of the firm, name of the attendee, complete address, phone and fax numbers, e-mail address.

Completing this form and faxing to the Purchasing Division confirms your attendance at the Site Visit.

(PLEASE PRINT)

FROM:

Vendor

Authorized Agent

Mailing Address

City

State

Zip Code

Telephone Number

Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, FAX 706-653-4109

October 26, 2017

ADDENDUM: NUMBER TWO

SUBJECT: RFB NO. 18-0012
Watershed Fertilization (Annual Contract)

Acknowledgment of receipt of each Addendum must be included with sealed proposal. Initial and include a copy of each Addendum with proposal.

INITIAL: _____ COMPANY NAME: _____

***VENDORS ARE INFORMED THAT THE REFERENCED BID IS
HEREBY MODIFIED, CORRECTED OR SUPPLEMENTED AS
SPECIFIED, DESCRIBED AND SET FORTH IN THIS ADDENDUM.***

It is in the City's best interest to extend the bid due date to allow for more competition. The bid date has been extended until: **FRIDAY, NOVEMBER 3, 2017; 2:30 p.m.**

**SITE VISIT SCHEDULED FOR OCTOBER 31, 2017
SEE ATTACHED ATTENDANCE SHEET**

If you have submitted a bid, your package will remain unopened until the new bid due date. Please fax (706 225-3033) or email (krobertson@columbusga.org) acknowledgement of receipt of this addendum to the attention of Kevin Robertson. The acknowledgement will be affixed to your bid package.

Andrea J. McCorvey
Purchasing Division Manager



ATTENDANCE CONFIRMATION FAX FORM

DATE: _____

TO: Kevin Robertson, Buyer
FAX NO. (706) 653-4109

RE: RFB NO. 18-0012
WATERSHED FERTILIZER (ANNUAL CONTRACT)
(ANNUAL CONTRACT)

A TOUR OF THE ELEVEN WATERSHEDS IS SCHEDULED FOR **8:00 A.M., TUESDAY, OCTOBER 31, 2017.**

The tour will start at Cooper Creek Park, 4816 Milgen Road, Columbus, Georgia. Vendors must complete this notification form to confirm attendance. Fax the form to Kevin Robertson, Buyer, at fax number (706) 653-4109.

All questions resulting from the tour must be submitted in writing to Purchasing. The City will not be held by any verbal responses to questions.

All vendors attending the tour must sign an attendance sheet, complete with name of the firm, name of the attendee, complete address, phone and fax numbers, e-mail address.

Completing this form and faxing to the Purchasing Division confirms your attendance at the Site Visit.

(PLEASE PRINT)

FROM: _____

Vendor

Authorized Agent

Mailing Address City State Zip Code

Telephone Number Fax Number

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, FAX 706-653-4109
www.columbusga.org

September 19, 2017

REQUEST FOR BIDS RFB NO. 18-0012	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of: WATERSHED FERTILIZATION (ANNUAL CONTRACT)
GENERAL SCOPE	Provide erosion control at various watershed lakes. The contract term will be for two (2) years, with the option to renew for three (3) additional twelve-month periods.
DUE DATE	<u>October 18, 2017 - 2:30 PM (EASTERN TIME)</u> Bids must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5th Floor, Government Center, 100 10th Street, Columbus, GA. Bids will be opened during the 3:00 p.m. hour in the Conference Room of the Purchasing Division. Bidders are not required, but are invited to attend the bid opening.
ADDENDA	<u>IMPORTANT INFORMATION</u> 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 proposal.
NO BID SUBMISSION	Refer to the form on page 3 if you are not interested in this invitation.

Andrea J. McCorvey
Purchasing Division 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/state-purchasing/suppliers/getting-started-as-a-supplier>. 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: krbertson@columbusga.org

FAX: (706) 225-3033, Attn: Kevin Robertson, Buyer

MAIL: COLUMBUS CONSOLIDATED GOVERNMENT
PURCHASING DIVISION
100 TENTH STREET; P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340

We, the undersigned decline to bid on your RFB No. 18-0012, for Watershed Fertilization (Annual Contract)

____ Specifications too "tight", i.e. geared toward one brand or manufacturer only(explain below)
____ 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: _____

We understand that if this statement is not completed and returned, our company may be deleted from the Columbus Consolidated Government's bidders' list for this commodity or service.

COMPANY NAME: _____

ADDRESS: _____

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, dray tags, etc.

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

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

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

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

8. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, the Purchasing Division shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that

specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation. **If it is determined the one bid received is from the only responsive, responsible bidder, then the bid shall be opened by the Purchasing Division Manager or designee, in the presence of at least one other witness. The single bid will be evaluated by the using agency for award recommendation.**

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

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

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

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

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

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

14. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or

change is provided to the bidders in written addendum form from the Purchasing Officer. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

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

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

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

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

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

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

(H) Failure to properly sign forms in ink.

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

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

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

22. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the 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, sexual orientation,

gender identity 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, sexual orientation, gender identity, 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: Kevin Robertson, Buyer I
Email: kr Robertson@columbusga.org
Fax: (706) 653-4109

RE: Watershed Fertilization (Annual Contract), RFB No. 18-0012

I have the following concerns/questions about the specifications for the reference solicitation:
(Questions concerning specifications and/or requests for clarification must be submitted, in writing, at least 5 (five) working days (Monday - Friday) prior to due date. Questions received less than five working days prior to due date will not be considered.):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

From:			
Company Name		Website	
Representative		Email Address	
Complete Address		City	State Zip
Telephone Number		Fax Number	

**SPECIFICATION FOR
WATERSHED FERTILIZATION
(ANNUAL CONTRACT)
RFB NO. 18-0012**

I. SCOPE

This specification describes minimum requirements for Fertilization of Watershed Lakes once a year to control erosion. There are approximately 78.77 acres at various locations.

II. TERM OF CONTRACT

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

Notice of intent to renew will be given to the contractor in writing by the 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 has been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then 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. PRICE ADJUSTMENT 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. VENDOR REQUIREMENT

A. Bidder must give a price for each location and a total price for all locations.

B. Bidder will furnish all equipment labor and materials needed to ensure the area in question will be fertilized.

C. Material and usage estimates are based on Natural Resource Conservation Services (NRCS) recommendations. Bidder must use the following estimation of materials below; materials & estimates are subject to change based on future calculations by NRCS, at such time price quotes will be requested:

1.25 tons of Lime per acre

525 pounds of Fertilizer

- D. The awarded vendor will need to contact Chris Brown, Rainwater Division Manager, (706) 225-4678 to get a key that fits the locks on all watersheds. The key is to be returned to the Rainwater Division at the end of the contract period.
- E. The awarded vendor must contact Pinkie Echols, Rainwater Division Administrative Assistant, (706) 225-4678, at least one business day (Monday – Friday) prior to administering lime and/or fertilizer at a watershed.

V. **VENDOR INFORMATION AND INSTRUCTIONS**

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION (SEE "QUESTIONS ABOUT THIS BID/PROPOSAL")

All questions must be submitted by emailing krobertson@columbusga.org or in writing by fax using the fax sheet enclosed in the bid package. (Fax#: 706 225-3033).

VI. **QUESTIONS/ADDENDA:**

Questions and requests for clarification must be submitted **within five (5) business days of the due date** (see page 11). 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 (www.columbusga.org/finance/Excel_Docs/Bid_Opportunities.htm). It is the vendor's responsibility to periodically visit the web page for addenda before the due date and prior to submitting a quote.

VII. **INDEMNITY CLAUSE**

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.

VIII. **INSURANCE REQUIREMENTS**

The vendors shall be required, at their own expense, to furnish to the City of Columbus Purchasing Division, evidence showing the insurance coverage to be in force throughout the term of the contract.

Insurance requirements are listed on the attached **Insurance Checklist (See Appendix A)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. (*Certificate of Insurance is acceptable*)** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within 10 days after award notification. The Certificates of Insurance will be included with the contract documents prior to sign.

IX. **BID SUBMISSION REQUIREMENTS:**

Each bidder shall include the following information with bid submission. **Bidder shall submit (THE ORIGINAL AND ONE IDENTICAL COPIE(S)).** 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. **Pricing Page/Signature Page:** Provide all required information.
- B. **Proof of Insurance:** (See Appendix A)
- C. **Statement of Qualifications & Work Guarantee:** (See page 16 of 27 pages) Provide all information requested. Bidder must submit a signed statement that warrants and guarantees that all work will be performed in accordance with the bid specifications and will not be defective. Prompt notice of all defects shall be given to the contractor. All defective work, whether or not in place, may be rejected, corrected or accepted, as determined by the City.
- D. **Acknowledgement of Receipt of Addenda (if any):** Vendor shall include acknowledgment of receipt of addenda (if any) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). **It is the bidder's responsibility to ensure that they have received all addenda.**

The following items will be required of the recommended vendor(s) prior to the award of the contract. After notification, the recommended vendor(s) will have five (5) business days to provide the information below, or the next responsive, responsible bidder will be recommended for award.

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

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

- 2). **Georgia Security and Immigration Compliance/E-Verify:** - (See Appendix C)
- 3). **W-9 Form Request for Taxpayer Identification Number and Certification:** Provide all information requested. (See Appendix B)

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
5th Floor - Government Center Tower
100 - 10th Street
Columbus, Georgia 31902-1340

X. **AWARD/DELIVERY/INVOICE**

This bid shall be awarded in total to one vendor. The Consolidated Government of Columbus shall be the judge of the factors and will make the award in the best interest of the City. The City reserves the right to reject any/or all bids. Should the successful bidder not be able to supply the required service, the City reserves the right to purchase from other sources.

After contract award, the Rainwater Management Division will contact vendor when it is time to fertilize the watersheds. It will be the responsibility of the Contractor to provide the services according to bid specifications to the addresses shown on the bid form.

The invoice(s) shall reference the Public Services Fleet Management Division, area of service provided, and the Bid Number RFB No. 18-0012. Forward all invoices to Columbus Consolidated Government, Accounting Division, P. O. Box 1340, Columbus, Georgia 31902-1340. Failure to reference the Fleet Management Division on the invoice(s) may delay payment.

All cost for freight/shipping/delivery charges must be included in the unit cost on the bid pricing form. No additional charges will be authorized for payment.

XI. TERMINATION OF CONTRACT

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

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

Compensation: Payment for completed supplies delivered and accepted by the city shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be 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.

Excuse for Nonperformance or Delayed Performance: 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 to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the Purchasing Division Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by anyone 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.

**STATEMENT OF QUALIFICATIONS & WORK GUARANTEE
WATERSHED FERTILIZATION (ANNUAL CONTRACT)
RFB NO. 18-0012**

1. Company Name: _____

2. Permanent Main Office Address: _____

3. When was company organized? If a Corporation, when/where incorporated? _____

4. How many years have you been engaged in the watershed fertilization business under your present company/trade name? _____

5. List at least 3 similar projects that your company has performed within the last (3) years, stating contract value and month/year of completion.

Owner Name/Address	Contract Value	Completion Month/Year

6. List personnel that will be assigned this project and their qualifications:

7. Have you ever failed to complete a project and/or defaulted on a contract? If so specify when, where, and with whom:

8. Describe your statement of Warranty and Guarantee of Work?

Signature of Authorized Representative

Print Name and Title of Signatory

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

BID FORM (PRICING PAGE)
RFB NO. 18-0012
WATERSHED FERTILIZATION (ANNUAL CONTRACT)

IMPORTANT INFORMATION

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND ONE IDENTICAL COPIES.** The City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE.** Bidder 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"**

☐ Pricing Page/Signature Page ☐ Insurance Checklist (Attachment A) ☐ Qualification & Work Guarantee Form

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

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

WATERSHED/LOCATIONS	DAM ACRES	SPILLWAY ACRES	TOTAL ACRES	COST	EXTENDED COST
Bull Creek; #1 Psalmond Rd	7.95	4.33	12.28	L - \$ F - \$	\$
Cooper Creek; #3 Gentian Blvd	5.96	3.44	9.40	L - \$ F - \$	\$
Smith; #4 Schomburg Rd	5.73	4.01	9.74	L - \$ F - \$	\$
Charter Oaks; #12 Papaya Dr	2.75	3.67	6.42	L - \$ F - \$	\$
Weems; #14 Stinson St	2.58	3.33	5.91	L - \$ F - \$	\$
Pierce Chapel; #21 Creekwood Ct	2.18	.91	3.09	L - \$ F - \$	\$
DeBrabant; #24 Macon Rd	3.44	.91	4.35	L - \$ F - \$	\$
Anthony; #25 Rockhurst	3.78	6.88	10.66	L - \$ F - \$	\$
MCCI; #26 Schaltulga Rd	2.22	1.61	3.83	L - \$ F - \$	\$
Airport; #27 Airport Thruway	1.86	4.59	6.45	L - \$ F - \$	\$
Heath; #28 Heath Park	3.20	3.44	6.64	L - \$ F - \$	\$
TOTALS	41.65	37.12	78.77	Total \$	

- L – represents (Lime)
- F – represents (Fertilizer)

We have examined the specification and fully understand the service to be provided and will provide all the necessary equipment, labor and materials needed as requested in bid specifications

PAYMENT DUE _____ DAYS AFTER RECEIPT OF INVOICE.

VENDOR NAME:

SOLICITATION ID: RFB No. 18-0012**WATERSHED FERTILIZATION (ANNUAL CONTRACT)****INSURANCE CHECKLIST****CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE****AND ENDORSEMENTS INDICATED BY "X"**

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability:		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability:		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Other:		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

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

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements and provide the required Certificate(s).

BIDDER NAME: _____

AUTH. SIGNATURE: _____

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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
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	
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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/fw9.

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.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

**VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
and
House Bill 87, also known as,
The Illegal Immigration Reform and Enforcement Act of 2011**

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program. “

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”. Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”

*****In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.**

The complete verbiage for the law is on the Purchasing Web Page:
http://www.columbusga.org/finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act.pdf

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of ***Columbus Consolidated Government*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Date of Authorization

Name of Contractor

Watershed Fertilization (Annual Contract); RFB No. 18-0012

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned **subcontractor** verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and

(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Watershed Fertilization (Annual Contract); RFB No. 18-0012

Name of Project

Columbus Consolidated Government

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and

(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Watershed Fertilization (Annual Contract); RFB No. 18-0012
Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires:

(CONTRACT SIGNATURE PAGE)
WATERSHED FERTILIZATION (ANNUAL CONTRACT)
RFB NO. 18-0012

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.

Date: _____

By: _____

Signature of Contractor's Authorized Agent

Witness as to the Contractor

Type/Print name and Title of above signed agent

Witness as to the Contractor

Business Name

(Corporate Seal)

Business Street Address City State Zip Code
(P. O. Boxes will Render bid Incomplete)

Code

Business Remittance/Mailing Address City State Zip

Email Address: _____

Telephone: _____

Fax Number: _____

**COLUMBUS CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this _____ day of _____, 2017

Isaiah Hugley, City Manager

Tiny Washington, Clerk of Council

ATTEST: APPROVED AS TO LEGAL FORM

Clifton C. Fay, City Attorney

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

☑ CHECKLIST ☑
WATERSHED FERTILIZATION
(ANNUAL CONTRACT)
RFB No. 18-0012

CHECK OFF EACH ITEM AS THE NECESSARY ACTION IS COMPLETED:

- ☐ 1. THE **BID FORM PAGE** HAS BEEN FILLED OUT. (PAGE 17 of 27)
- ☐ 2. PRICING HAS BEEN CHECKED AND SIGNED.
- ☐ 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: Kevin Robertson
5th Floor, Tower Bldg.
100 10th Street
Columbus, Georgia 31902-1340

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

BID TITLE: **Watershed Fertilization (Annual Contract)**
BID NUMBER: **RFB 18-0012**
OPENING DATE: **October 18, 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**

EXHIBIT C

Burts Fertilizer

Bid Proposal

BID FORM (PRICING PAGE)
RFB NO. 18-0012
WATERSHED FERTILIZATION (ANNUAL CONTRACT)

IMPORTANT INFORMATION

Each bidder shall include the following information with bid submission. Bidder shall submit **THE ORIGINAL AND ONE IDENTICAL COPIES.** The City reserves the right to request any omitted information, **WHICH DOES NOT AFFECT THE SUBMITTED BID PRICE.** Bidder 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"**

☐ Pricing Page/Signature Page ☐ Insurance Checklist (Attachment A) ☐ Qualification & Work Guarantee Form

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

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

WATERSHED/LOCATIONS	DAM ACRES	SPILLWAY ACRES	TOTAL ACRES	COST	EXTENDED COST
Bull Creek; #1 Psalmnd Rd	7.95	4.33	12.28	L - \$767.50 F - \$1449.04	\$ 2216.54
Cooper Creek; #3 Gentian Blvd	5.96	3.44	9.40	L - \$582.80 F - \$1109.20	\$ 1692.00
Smith; #4 Schomburg Rd	5.73	4.01	9.74	L - \$603.88 F - \$1149.32	\$ 1753.20
Charter Oaks; #12 Papaya Dr	2.75	3.67	6.42	L - \$398.04 F - \$757.56	\$ 1155.60
Weems; #14 Stinson St	2.58	3.33	5.91	L - \$366.42 F - \$697.38	\$ 1063.80
Pierce Chapel; #21 Creekwood Ct	2.18	.91	3.09	L - \$191.58 F - \$364.62	\$ 556.20
DeBrabant; #24 Macon Rd	3.44	.91	4.35	L - \$269.70 F - \$513.30	\$ 783.00
Anthony; #25 Rockhurst	3.78	6.88	10.66	L - \$660.92 F - \$1257.88	\$ 1918.80
MCCI; #26 Schaltulga Rd	2.22	1.61	3.83	L - \$237.46 F - \$451.94	\$ 689.40
Airport; #27 Airport Thruway	1.86	4.59	6.45	L - \$399.90 F - \$761.10	\$ 1161.00
Heath; #28 Heath Park	3.20	3.44	6.64	L - \$411.68 F - \$783.52	\$ 1195.20
TOTALS	41.65	37.12	78.77	Total \$	14178.60

- L – represents (Lime)
- F – represents (Fertilizer)

We have examined the specification and fully understand the service to be provided and will provide all the necessary equipment, labor and materials needed as requested in bid specifications

PAYMENT DUE _____ DAYS AFTER RECEIPT OF INVOICE.

VENDOR NAME:

DWIGHT BURT DBA. BURTS FERTILIZER

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, FAX 706-653-4109

October 11, 2017

ADDENDUM: NUMBER ONE

SUBJECT: RFB NO. 18-0012
Watershed Fertilization (Annual Contract)

Acknowledgment of receipt of each Addendum must be included with sealed Bid. Initial and include a copy of each Addendum with Bid or initial the appropriate area on the Bid Form (Pricing Page).

INITIAL: DB COMPANY NAME: BURTS FERTILIZER

VENDORS ARE INFORMED THAT THE REFERENCED BID IS HEREBY MODIFIED, CORRECTED OR SUPPLEMENTED AS SPECIFIED, DESCRIBED AND SET FORTH IN THIS ADDENDUM.

Bid due date is hereby changed: October 25, 2017, no later than 2:30 PM EST.

City's responses to the following submitted questions:

1. **Question:** "Is there a walk through scheduled to look at the areas?"
Answer: Yes, A site visit is scheduled for Tuesday, October 17, 2018 at 8:00 am. The meeting location will be at the Cooper Creek Park and a City employee will be there standing by a city vehicle with a city decal on the door. Cooper Creek Park is located at 4816 Milgen Road, Columbus Ga., 31907. (See attached "Attendance Sheet").
2. **Question:** "Is there a map available for each location that is marked?"
Answer: Maps will be available during the scheduled vendor site visit.
3. **Question:** "Are there any product specifications for the fertilizer that is to be applied?"
Answer: The vendor would need to determine the type of grass/weed that are present at each one.
4. **Question:** "Is there a specific date or date range in which the application is to be done?"
Answer: Yes, March 1 thru May 31 time frame.

Sincerely,

Andrea J. McCorvey
Purchasing Division Manager

Kevin Robertson

From: x x <dbburt2001@yahoo.com>
Sent: Friday, October 27, 2017 10:17 AM
To: Kevin Robertson
Subject: Re: Addendum No. 2

I've received the addendum but will not be attending unless it is preferred.
...Dwight Burt, Burts Fertilizer

Sent from Yahoo Mail on Android

On Fri, Oct 27, 2017 at 8:33 AM, Kevin Robertson
<KRobertson@columbusga.org> wrote:

Please see attached document.

AS CONFIRMATION OF RECEIPT OF THIS EMAIL, PLEASE REPLY BACK WITH AN EMAIL TO
KROBERTSON@COLUMBUSGA

-----Original Message-----

From: Columbus Consolidated Government
Sent: Friday, October 27, 2017 8:28 AM
To: Kevin Robertson <KRobertson@columbusga.org>
Subject: Message from "purchasingmp4054"

This E-mail was sent from "purchasingmp4054" (MP 5054).

Scan Date: 10.27.2017 08:28:18 (-0400)
Queries to: NoReply@columbusga.org

**STATEMENT OF QUALIFICATIONS & WORK GUARANTEE
WATERSHED FERTILIZATION (ANNUAL CONTRACT)**

RFB NO. 18-0012

1. Company Name: BURTS FERTILIZER
2. Permanent Main Office Address: 1516 RIDGE CREEK WAY COLUMBUS GA
31904
3. When was company organized? If a Corporation, when/where incorporated? 1961

4. How many years have you been engaged in the watershed fertilization business under your present company/trade name? APPROX. 15

5. List at least 3 similar projects that your company has performed within the last (3) years, stating contract value and month/year of completion.

Owner Name/Address	Contract Value	Completion Month/Year
GUN RANGES FT. BENNING	8000.00	NOV SEPT. 2017
TANK RANGES FT. BENNING	5200.00	? 2d2
STANDING BOY FARMS	12000	EVERY YEAR

6. List personnel that will be assigned this project and their qualifications:

DWIGHT BURT, MARK BURT, SEAN BRANTLEY

7. Have you ever failed to complete a project and/or defaulted on a contract? If so specify when, where, and with whom:

NO

8. Describe your statement of Warranty and Guarantee of Work?

FAMILY NAME D BUSINESS WE
DO NOT DISAPPOINT, WE STAND BEHIND OUR PRODUCT
Dwight Burt DWIGHT BURT (OWNER)
Signature of Authorized Representative Print Name and Title of Signatory

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

(CONTRACT SIGNATURE PAGE)
WATERSHED FERTILIZATION (ANNUAL CONTRACT)
RFB NO. 18-0012

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.

Date: 10/18/11 By: Dwight Burt

Signature of Contractor's Authorized Agent

Pamela C. Wynn Dwight Burt
Witness as to the Contractor Type/Print name and Title of above signed agent

Amanda Shupe BURTS FERTILIZER
Witness as to the Contractor Business Name

(Corporate Seal)

1516 RIDGE CREEK WAY COLUMBUS GA. 31904
Business Street Address City State Zip Code
(P. O. Boxes will Render bid Incomplete)

1516 RIDGE CREEK WAY COLUMBUS GA. 31904
Business Remittance/Mailing Address City State Zip

Code

Email Address: DBBURT2001@YAHOO.COM

Telephone: 706 681 3156

Fax Number: _____

**COLUMBUS CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this 27th day of February 2011

Lisa Hugley
Lisa Hugley, City Manager

Tiny Washington
Tiny Washington, Clerk of Council

ATTEST: APPROVED AS TO LEGAL FORM

Clifton C. Fay
Clifton C. Fay, City Attorney

EXECUTION AUTHORIZED

By Resolution No. 420-17

Tiny Washington
Clerk of Council

COMPLETE THIS PAGE AND RETURN WITH BID