COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

100 TENTH STREET, P. O. Box 1340 COLUMBUS, GEORGIA 31902-1340 706-225-4087, FAX 706-225-3033 BIDLINE 706-225-4536 www.columbusga.org

March 24, 2021

INVITATION FOR QUOTATIONS:	Qualified vendors are invited to submit sealed quotes, subject to conditions and instructions as specified, for the furnishing of:				
PQ NO. 21-0007	UTILITY SERVICE BARGE				
GENERAL SCOPE	Provide one (1) utility service barge to be used by staff of the Stormwater Management Division in the maintenance of all watershed lakes maintained by the Columbus Consolidated Government.				
DUE DATE	APRIL 21, 2021 – 2:30 PM (EST)				
	Responses must be submitted via DemandStar on or before the due date. A virtual opening will be held during the 3:00 PM hour of the due date. Responding vendors are not required but are invited to attend the opening.				
	If you wish to attend the virtual opening, use one of the Microsoft Teams meeting options: Click here to join the meeting Or call in (audio only) +1 478-239-0725,,855808406# United States, Macon Phone Conference ID: 855 808 406# Find a local number Reset PIN . Note: Columbus Consolidated Government is not responsible for technical issues that may arise during the virtual opening.				
QUOTE SUBMISSION REQUIREMENTS	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, and Demandstar Registration and Submission Instructions.				
ADDENDA	<u>IMPORTANT INFORMATION</u>				
	Any and all addenda will be posted on the Purchasing Division's web page, at https://www.columbusga.gov/finance/purchasing/docs/opportunities/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 QUOTE RESPONSE	Refer to page 3 if you are not interested in submitting a quote for this PQ.				



Andrea J. McCorvey 3Purchasing Division Manager

IMPORTANT INFORMATION e-Notification

The City uses 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 QUOTE"

We, the undersigned decline to bid on your PQ No. 21-0007 for Utility Service Barge for the

$Complete \ and \ return \ this \ form \ immediately \ if \ you \ do \ not \ intend \ to \ Quote:$

Email bidopportunities@columbusga.org or return this form, via fax or mail, to: Fax number (706) 225-3033

Attn: Sandra Chandler, Buyer I

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

following reason(s):	
_	fications. requirements. xplain below).
Comments	
	COMPANY NAME:
	AGENT:
	DATE:
	TELEPHONE NUMBER:
	EMAIL ADDRESS:

PQ No. 21-0007 Utility Service Barge Page 3 of 27

PQ - GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE SPECIFICATIONS.

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

- **1. TERM "CITY"**. The term "City" as used throughout these documents will mean Consolidated Government of Columbus, Georgia.
- 2. PREPARATION OF FORM. Responses shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render response incomplete.
- **3. EXECUTION OF THE PRICE QUOTE.** Execution of the price quote will indicate the vendor is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.
- **4. QUOTE DUE DATE**. The quote submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, quotes will be time and date stamped. Quotes will remain sealed and secured until the stated due date and time for the PQ opening.
- **5. QUOTATION RECEIPT AND OPENING**. Sealed Quotations shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each quotation, the bidder's name and such other relevant information as the Purchasing Manager deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3, 301A of the Procurement Ordinance (Public Access to Procurement Information).
- **6. LATE RESPONSES.** It is the responsibility of the vendor to ensure responses are submitted by the specified due date and time. Responses received after the stated date and time will be returned, unopened, to the vendor. The official clock to determine the date and time will be the time/date stamp located in the Finance Department. All responses received will be time and date stamped by the official clock. The City will not be held responsible for the late delivery due to the U.S. Mail Service, or any other courier service.
- 7. RECEIPT OF ONE RESPONSE. In the event only one response is received, the Purchasing Division shall conduct a survey of vendors to inquire of "no quote" responses and non-responsive vendors. If, from the survey, it is determined by the Purchasing Division that specifications need revision, the one response received will be returned, to the responding vendor, with a letter of explanation and a new solicitation prepared. If it is determined that other vendors need to be contacted, the due date will be extended, and the one response received will remain secured until the new due date. The vendor submitting the single response will receive a letter of explanation. If it is determined the one response received is from the only responsive, responsible vendor, the single response will be evaluated by the Purchasing Division and the using agency for award recommendation.
- **8. RECEIPT OF TIE QUOTES**. In the event multiple responsive, responsible vendors are tied for the lowest price and all other terms and requirements are met by all tied vendors, the award recommendation shall be resolved in the order of the preferences listed below:
 - 1. Award to the local vendor whose principal place of business is located in Columbus, Georgia.
 - 2. Award to vendor previously awarded based on favorable prior experience.
 - 3. Award to vendor whose principal place of business is located in the State of Georgia.
 - 4. If feasible, divide the award equally among the vendors.
 - 5. If it is not feasible to award equally and only two vendors are tied, perform a coin toss in the presence of the two vendors, either in person or virtually.
 - If the above preferences are insufficient to resolve the tie, all quote responses will be rejected and the PQ will be re-advertised.
- 9. RECEIPT OF MULTIPLE RESPONSES. Unless otherwise stated in the specifications, the City will accept one and only one response per vendor. Any unsolicited multiple response(s) will not be considered. If prior to the due date, more than one response is received from the same vendor, the following will occur: (1) the vendor will be contacted and required to submit written acknowledgment of the response to be considered; (2) the additional response(s) will be returned to the vendor unopened. If on the due date more than one response is enclosed in a single response package, the City will consider the vendor non-responsive and all responses will be returned to the vendor.
- **10. CONDITION AND PACKAGING.** Unless otherwise defined in the specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

- **11. FREIGHT/SHIPPING/HANDLING CHARGES.** All freight, shipping, and handling charges shall be included in the quoted price(s). The City will pay no additional charges.
- **12. CORRECTION OR WITHDRAWAL OF RESPONSE/CANCELLATION OF AWARDS**. Corrections or withdrawals of inadvertently erroneous responses before or after due date, or cancellation of awards of contracts based on such mistakes may be permitted where appropriate. Mistakes discovered before due date may be modified or response withdrawn by written notice received in the office of Purchasing prior to the due date.

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

- **13. ADDENDA AND INTERPRETATIONS.** If it becomes necessary to revise any part of this solicitation, a written addendum will be provided to all vendors. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the vendors in written addendum form from the Purchasing Officer. Vendors will be required to acknowledge receipt of the addenda (if applicable) in their response. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the pricing page. Failure to acknowledge receipt of the addenda (when applicable) will render response incomplete. It is the vendor's responsibility to contact the City for copies of addenda, if price quote solicitation documents are received from any source other than the City.
- **14. EVALUATION AND AWARD.** Quotation responses will be evaluated by the using agency for award recommendation. Purchasing Staff will perform further review for due diligence. During the evaluation of responses, the City reserves the right to request clarification of responses and to request the submission of references, if deemed necessary for a complete evaluation of responses. Award will be made to the responsive and responsible vendor whose response is most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible vendor may involve all or some of the following factors: prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any, (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.
- **15. TIME FOR CONSIDERATION.** Responses must remain in effect for at least thirty (30) days after date of receipt to allow for evaluation.
- **16. SECURITY AND PERFORMANCE BOND.** Security (Bid Bond) shall be required for competitive solicitations for contracts when deemed necessary by the City. Security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Security shall be in an amount equal to at least five percent (5%) of the quoted amount. The City will accept a copy of a bid bond on the due date. However, if a copy of a bid bond is submitted, the vendor must submit to the Purchasing Division the identical original document within five (5) days after the due date. If the original document is not received within the five (5) days, the response will not be considered.
- If a **Performance Bond** is required, such shall be executed by a surety company authorized to do business in the State. The performance bond shall be equal to one hundred percent (100%) of the quoted price.
- **17. SUBCONTRACTING.** Should vendor intend to subcontract all or any part of the work specified, name(s) and address (es) of sub-contractor(s) must be provided in response (use additional sheet if necessary). The vendor shall be responsible for subcontractor(s) full compliance with the requirements of the specifications. **THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**
- **18. DISQUALIFICATION OF VENDORS AND REJECTION OF RESPONSES**. Vendors may be disqualified and rejection of responses may be recommended by the City for any (but not limited) to the following reasons:
 - (A) Receipt after the time limit for receiving responses as stated in the invitation.
 - (B) Any irregularities contrary to the General Provisions or specifications.
 - (C) Unbalanced unit price or extensions.
 - (D) Unbalanced value of items.
 - (E) Failure to use the proper forms furnished by the Consolidated Government.
 - (F) Failure to complete the proposal properly.
 - (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with response.
 - (H) Failure to properly sign forms.

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

- 19. BRAND NAMES OR EQUAL. Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by the City. It is not meant to eliminate vendors or restrict competition in any process. Any manufacturers names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Vendors may propose equivalent equipment, services or manufacturer. Any response that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.
- **20. ASSIGNMENT OF CONTRACTUAL RIGHTS**. It is agreed that the successful vendor will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.
- **21. DISCOUNTS.** Terms of payments offered will be reflected in the space provided on the pricing page. Cash discounts will be considered net in the evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.
- **22. TAXES**. The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.
- **23. FEDERAL, STATE AND LOCAL LAWS.** All vendors will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.
- **24. INCLUSIONS.** When inclusions are required, such as warranty information, product literature/specifications, references, etc, the inclusions should reference all aspects of the specific equipment or service proposed by the vendor. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Responses found to be in non-compliance with these requirements will be subject to rejection.
- **25. NON-COLLUSION**. By signing and submitting this response, vendor declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competition in connection with this invitation. In the event said vendor is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be canceled.
- **26. INDEMNITY.** The successful vendor agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.
- **27. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, 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.
- **28. AFFIRMATIVE ACTION PROGRAM NON-DISCRIMINATION CLAUSE.** The Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, womenowned and minority business enterprises) to the greatest extent practical in all solicitations and day-to-day procurement needs of the City and to taking specific affirmative actions to meet these commitments.

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

29. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, 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 less than or equal to \$25,000.00; 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.

30. RIGHT TO PROTEST.

- (1) <u>Right of Protest</u>. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.

- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) <u>Stay of Procurement During Protests</u>. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.
- **31. FAILURE TO QUOTE**. Vendors choosing not to submit a response are requested to return a **Statement of "No Quote"**.
- **32. PRODUCT/EQUIPMENT DEMONSTRATION SITE VISIT.** During the evaluation, the City reserves the right to request a demonstration or site visit of the product, equipment or service offered by a vendor. The demonstration or site visit shall be at the expense of the vendor. Vendors who fail to provide demonstration or site visit, as requested, will be considered non-responsive.
- **33. CANCELLATION PROVISIONS.** After the receipt of a product or piece of equipment, it is found that said item does not perform, as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment, which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible vendor. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.
- **34. QUESTIONS:** Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday Friday) prior to due date. Questions received less than five working days prior to due date will not be considered.
- **35. SAMPLES:** When samples are required to be included with the response, the vendor will be responsible for the following:
 - 1) **Unless otherwise specified**, vendors are required to submit exact samples of item(s) proposed. Do not submit sample of "like" item(s).
 - 2) Affix an identification label to each individual sample to include vendor's name, price quote title and number.
 - 3) Make arrangements for the return of sample after the award. All shipping costs will be the responsibility of the bidder. If vendor does not make arrangements for return of sample, within 30 days after award, the sample will be discarded.
- **36. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.
- **37. 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.
- **38. 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.
- **39. FINAL CONTRACT DOCUMENTS**: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 6) Awarded Vendor(s) Business Requirements

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

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 **CONCERNS** ABOUT THE SOLICITATION. **OUESTIONS**, CLARIFICATIONS. OR CONCERNS SHALL BE**SUBMITTED** TO 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 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	:	<u>—</u>		
TO: Email: Fax:	Sandra Chandler, Buyer I bidopportunities@columbusga.org (706) 225-3033			
RE:	Utility Service Barge; PQ No. 21-0007			
(Ques	tions/clarification requests must be subm	itted at least five (5) workir	ng days before d	lue date.)
From:				
110III. <u> </u>	Company Name	Website		
	Representative	Email Address		
	Complete Address	City	State	Zip
	Telephone Number	Fax Number		

GENERAL SPECIFICATIONS FOR

Utility Service Barge PQ NO. 21-0007

I. <u>SCOPE</u>

Provide one (1) utility service barge to be used by staff of the Stormwater Management Division in the maintenance of all watershed lakes maintained by the Columbus Consolidated Government.

II. REQUIREMENT

One (1) unit(s), current production model.

III. VENDOR INFORMATION

- a. The unit(s) offered shall be current manufacture model. The unit(s) shall be current year model and must meet or exceed the attached specifications. Item(s) exceeding specification must be within reasonable comparison.
- b. On the detailed specification pages, vendors shall fully identify/describe by model, size, rating, displacement, or configuration, *as applicable to the specification line item*, for the unit(s) offered.
- c. Units offered under this advertisement shall be new, standard production of the latest design in current production. Material shall be good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion, and wear. Bidder shall submit with their bid the latest printed specifications, advertising literature and warranty on the unit they propose to furnish.
- d. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or in part such bid or bids as may be deemed in the best interest to the purchaser.

IV. WARRANTY

Copies of the manufacturer's warranty on the manufacturer's letterhead must be submitted with the bid.

V. 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.

VI. COOPERATIVE CONTRACT PURCHASE OPTION

The City reserves the right to make this purchase via any comparable Cooperative Contract, if the contract cost is lower and meets the City's requirements.

VII. QUESTIONS/ADDENDA

Questions and requests for clarification must be submitted within five (5) working days of the due date (see pages 8 & 9). Changes to the specification (if any) will be provided in the form of an addendum, which will be on the web page of Columbus Consolidated Government at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/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.

VIII. VENDOR INFORMATION

Units offered under this advertisement shall be new, standard production of the latest design in current production. Material shall be good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion, and wear. Bidder shall submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish. The City reserves the right to reject any or all quotes, to waive any informality in quotes, to accept in whole or in part such quote or quotes as may be deemed in the best interest of the City.

IX. QUOTE SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar. See Appendix A for Submission Requirements, Submission Requirements Checklist, and Demandstar Registration and Submission Instructions.

Each bidder shall include the following information with quote submission. Bidder shall submit **one** (1) **electronic response via DemandStar**. The City reserves the right to request any omitted information, to exclude *Detailed Specifications pages*, and the form titled "Communication Concerning This Solicitation", 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 (to exclude Detailed Specifications pages, and the form titled "Communication Concerning This Solicitation". If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Quote Submission will be deemed "Incomplete":

- A. Bidder's Response to Detailed Specifications: Complete Form 1
- B. PQ Form: Pricing Page (Form 2)
- C. Communication Concerning This Solicitation (Form 3)
- **D. Product Literature:** Vendor shall submit with their quote the latest printed specifications and advertising literature on the units they propose to furnish.
- **E.** Warranty: Warranty information printed on the manufacturer's letterhead.
- **F. Business License:** Vendor shall submit a <u>copy</u> 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 telephone Yvonne Ivey, Revenue Manager, at 706-225-3091.
- G. Form W-9 Complete and return Page 1 of Form W-9 (https://www.irs.gov/pub/irs-pdf/fw9.pdf)
- **H.Addenda:** Vendors are responsible for periodically visiting the City's web page for addenda before the due date and prior to submitting a quote. Addenda will be posted at: https://www.columbusga.gov/finance/purchasing/docs/opportunities/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.

X. AWARD/DELIVERY/INVOICE

- A. <u>Award</u>: This PQ will be awarded to the lowest, responsive, responsible vendor. The City will be the sole judge of the factors and will make the award accordingly. Should the successful vendor not be able to supply the required product(s), the City reserves the right to procure from other sources.
- B. <u>Delivery</u>: All freight, shipping and delivery charges must be included in the unit price. The City will not authorize additional freight, shipping, or delivery charges. The successful vendor shall deliver the equipment to:

Fleet Management Attn: Elaine Brown 1011 Cusseta Road Columbus, Georgia 31901

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

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

XI. 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 deeded appropriate by the Purchasing Division Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

- B. Compensation: Payment for completed supplies delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Division Director deem necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- C. Excuses for Nonperformance or Delayed Performances: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those

set forth above, the contractor shall not be deeded in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

FORM 1

DETAILED SPECIFICATIONS

(VENDOR RESPONSE PAGE)

UTILITY SERVICE BARGE

Quantity: One (1) **PQ No. 21-0007**

NOTE: Spaces allotted for "Vendor's Specifications" must be completed by bidders listing their vehicle/equipment specifications. Bids submitted with 'check marks', 'yes', 'comply' or any other non-specific responses shall be deemed non-responsive and the Bid Submission will be deemed 'Incomplete'.

This page(s) must be completed and submitted with the bid response on the bid due date, or the vendor's submission will be deemed incomplete.

EQUIPMENT IDENTITY:	MFG:
UTILITY SERVICE BARGE	MODEL:
VENDOR'S NAME:	
DETAILED DESCRIPTION	VENDOR'S SPECIFICATIONS: Bids submitted with 'check marks', 'yes', 'comply' or any other non-specific responses below shall be deemed non-responsive and the Bid Submission will be deemed 'Incomplete'.
1. BARGE PLATFORM: 5 ft. x 10 ft. – minimum	
8 ft. x 12 ft maximum	
2. POWER: The barge will be powered with a transom	
mount trolling motor <i>required</i>	
3. THRUST CAPACITY: 100 lbs minimum	
4. WEIGHT: 450 lb. – minimum required	
600 lb. – maximum allowed	

EQ	UIPMENT IDENTITY:	MFG:		
UTII	ITY SERVICE BARGE	MODEL:		
	NDOR'S NAME: AILED DESCRIPTION	VENDOR'S SPECIFICATIONS:		
		Bids submitted with 'check marks', 'yes', 'comply' or any other non-specific responses below shall be deemed non-responsive and the Bid Submission will be deemed 'Incomplete'.		
5.	PAYLOAD CAPACITY: 1,400 lb. – minimum required			
6.	ALUMINUM PONTOONS (requirements):			
	a. Diameter: 23 in.			
	b. Wall Thickness: .080			
7.	HEAVY DUTY ONBOARD MOTOR MOUNT:			
	(To Be Used for Small Gasoline or Electric Motors) -			
	required			
	•			
8.	HEAVY DUTY PROTECTIVE HANDRAIL:			
0.				
	required			
9.	SAFETY CHAINS: required			
10.	VINYL DECK: required			
200	The second sequences			
4.4	WELDER LIEBUIG EVE AT FACH CORNER			
11.	WELDED LIFTING EYE AT EACH CORNER:			
	required			
12.	LIFE RING: required			

UTII	LITY SERVICE BARGE	MODEL:
VE	NDOR'S NAME:	
	AILED DESCRIPTION	VENDOR'S SPECIFICATIONS: Bids submitted with 'check marks', 'yes', 'comply' or any other non-specific responses below shall be deemed non-responsive and the Bid Submission will be deemed 'Incomplete'.
13.	BOARDING LADDER: required	
14.	CAPACITY CRANE: 1,000 lb. – minimum required	
15.	GALVANIZED TRAILER: 4,000 lb. – minimum required	
16.	BATTERY BOX WITH SOLAR CHARGER: required	
17.	PIVOT ARMS: required	
18.	MANUALS*: Please indicate manuals that will accompany vehicle when delivered: *CD or Paper Acceptable a. Owner's manual: (1) per unit b. Service/Maintenance manual: (1)	
19.	WARRANTY: Vehicles and all equipment must be fully warranted against defective materials and workmanship for not less than 36 months from date of placement into service by the Columbus Consolidated Government.	

MFG:

EQUIPMENT IDENTITY:

EQUIPMENT IDENTITY:	MFG:
UTILITY SERVICE BARGE	MODEL:
VENDOR'S NAME:	
DETAILED DESCRIPTION	VENDOR'S SPECIFICATIONS: Bids submitted with 'check marks', 'yes', 'comply' or any other non-specific responses below shall be deemed non-responsive and the Bid Submission will be deemed 'Incomplete'.
 20. NOTICE TO DEALERSHIPS: Columbus Consolidated Government's Fleet Management Division is authorized by most major U.S. automobile manufacturers to perform warranty work and will be reimbursed for both parts and labor at the agreed upon hourly rate between the manufacturer and the city of Columbus. If an agreement on a make of vehicle has not been established, the vehicle will be sent to the nearest authorized location for warranty work to be performed. Copies of the manufacturer's warranty on the manufacturer's letterhead must be submitted with the bid. 21. TITLES & CERTIFICATES OF ORIGINS: All documents associated with the purchase of vehicles and equipment, especially title applications and certificate of origins, must state "Columbus Consolidated Government" as the purchaser and the address of 1011 Cusseta Road, Columbus, GA 31901. 	
NOTE: A copy of the manufacturer's warranty m	ust be included with the bid response

DESCRIPTION

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

PQ FORM (PRICING PAGE)

UTILITY SERVICE BARGE PQ No. 21-0007

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

MANUFACTURER/BRAND

PRICE

QUANTITY

Utility Service Barge	1			\$	
*All shipping, delivery, and/or freight charg additional shipping, delivery, nor any other		led in unit price.	Columbus Co	nsolidated Governi	ment will pay no
In the event the Consolidated Government of the FY21 budget year (July 1, 2020 through		-	-	n additional utility	service barge in
In the event the Consolidated Government of the FY22 budget year (July 1, 2021 through					service barge in
Additional purchases are contingent upon VI of bid specifications).	price compariso	ons with the Coop	perative Conti	act Purchase Opt	ion (See Sectior
The undersigned agrees to deliver the Columbus, GA withindays after re			to Fleet Ma	nnagement, 1011	Cusseta Road
All documents associated with the purch origins, must state "Columbus Consolidat				es applications ar	nd certificate o
By signing this PQ Form, the authorized information, to exclude Detailed Specifica WHICH DOES NOT AFFECT THE SUBMITT notification to submit the omitted informat Concerning This Solicitation". If the omitter responsive, and the Bid Submission will be in sealed bid: Bidder's Responsible Communication Concerning This Solicitation Conc	ntions pages, and ED PRICE. Biddion (to exclude Determined information is edeemed "Incompass to Detailed Spring This Solicitation	I the form titled " ers shall be notificated Specificated Specificated Specificated Specificated Specification Pages ion Product License Form	FCommunication in two (2) days llowing checkles PQ For Literature	on Concerning Thing and shall have two did the form titled "Control the Bidder shall be set to verify the itent of the Bidder shall be set to verify the itent of the Bidder shall be set to verify the itent of the Bidder shall be set to verify the itent of the Bidder shall be set to verify the itent of the Bidder shall be set to verify the Bidde	s Solicitation", o (2) days, after Communication e deemed non- ns are included
Initial below to Addendum No. 1		eipt of the follow n No. 2		= :	
√endor's Name		Website			
Vendor's Street Address		City	State	Zip	
Vendor's Remittance or Mailing Address (l	If different)	City	State	Zip	
Phone Number		Fax Numbe	r	Email Address	
Signature of Authorized Representative	"Print"	Name and Title		Date of Signature)

FORM 3

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

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, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), 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. 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 FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSI	ED
AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE	£
PURCHASING DIVISION.	

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:		· · · · · · · · · · · · · · · · · · ·	 	· · · · · · · · · · · · · · · · · · ·	
Print Name of A	Authorized Agent: _		 		
Signature of Au	thorized Agent:				

**COMPLETE THIS PAGE AND RETURN WITH BID*

Appendix A

DemandStar

Requirements and Instructions

DEMANDSTAR SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link that is posted at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations. htm.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals, and will immediately discard any submittal left in the reception area of the Finance Department.

See following pages for an <u>Electronic Submission Requirements</u> Checklist and information for DemandStar.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

PQ No. 21-0007 Utility Service Barge Page 21 of 27

ELECTRONIC BID - SUBMISSION REQUIREMENTS CHECKLIST

Utility Service Barge PQ No. 21-0007

Please submit your electronic response as indicated below:

IMPORTANT NOTICE:

- 1. Vendors shall submit <u>only</u> the required documents listed using the "Bidder Response ALL Documents" function. Do not enter information using the "Supplemental Documents" function.
- 2. Zip files with multiple folders will not be accepted. Vendors shall submit one PDF file of their submittal.
- **3.** Due to file size limitations, please **do not resend the City's full specifications** document as this information is already on file.
- 4. In the event DemandStar requires a dollar value for your submittal, enter "0".

☐ 1. VENDOR RESPONSE PAGES (DETAILED SPECIFICATIONS) — FORM 1
□ 2. PQ FORM PRICING PAGE – FORM 2
☐ 3. COMMUNICATION CONCERNING THIS SOLICITATION (FORM 3)
☐ 4. PRODUCT LITERATURE
□ 5. WARRANTY
☐ 6. BUSINESS LICENSE
☐ 7. Page 1 of Form W-9 – (https://www.irs.gov/pub/irs-pdf/fw9.pdf)
□ 8. ADDENDA ACKNOWLEDGEMENT (if any)

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Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- Instant access to bids, quotes and RFPs
- Automatic notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the forms and documents you need in one place
- Access to more government bids in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

7			
	_	u	ER

Go to:

https://www.demandstar.com/registration

Create an Account with DemandStar	
You are one step away from picking your free government agence	су
Email Address	
Your email address here	
Company Name	
Your company name here	

Next



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2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box



Select County

- City of Metropiolis Board of Commisioners
- Oity of Metropolis Purchasing

State

Select State

Metropolis Technical College

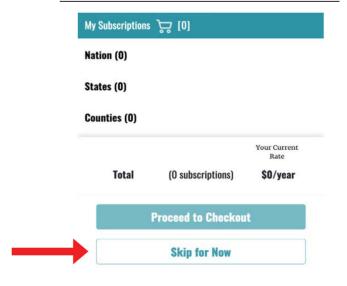
3 CHECK OUT

Check out with your **FREE AGENCY**Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen Metropolis Technical College as your free agency.

Add additional government agencies below for \$25 per County,

Statewide and National subscriptions available.



SIGN UP

Visit www.demandstar.com



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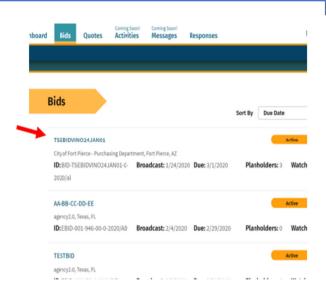
Responding to an Electronic Bid

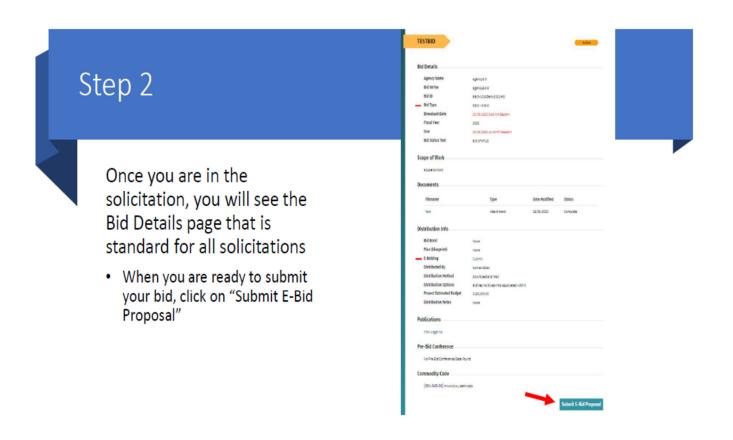
5 Step Instructions

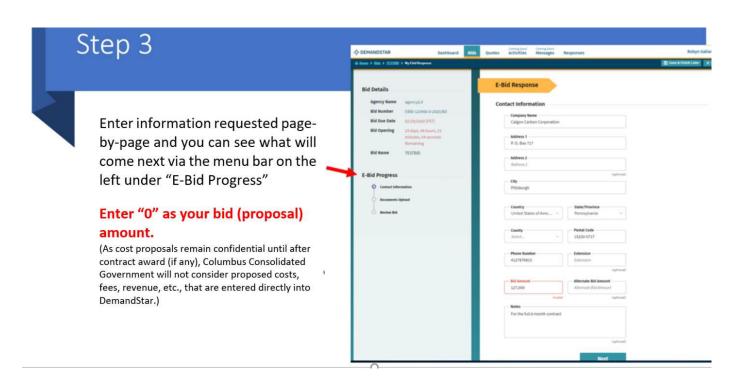
Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name







Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

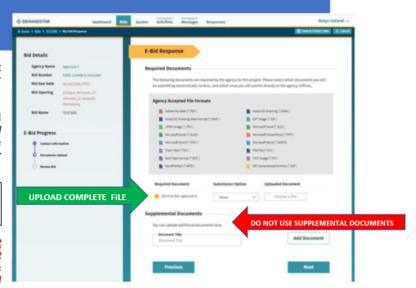
Create one (1) file containing <u>only</u> the required documents listed on the "*Electronic Proposal Submission Checklist*" page of the specifications and upload using the "**Bidder Response ALL Documents**" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is recommended that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid Opportunities.htm.



Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

