COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government

FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.columbusga.org

Date: March 5, 2021

REQUEST FOR BIDS: **RFB No: 21-0025**	Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified for the furnishing of: **POOL CHEMICALS (Annual Contract)**
GENERAL SCOPE	Columbus Consolidated Government (the City) is requesting bids from qualified vendors to provide water treatment chemicals to be used in the City's swimming pools on an "as needed" basis to be utilized by the Parks and Recreation Department. The contract term will be for two years with the option to renew for three additional twelve-month periods.
DUE DATE	**APRIL 7, 2021 - 2:30 PM (Eastern)** 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.***
BID SUBMISSION REQUIREMENTS	Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice. **Effective Immediately, bid responses must be submitted via DemandStar**. **See Appendix A for *Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission Instructions.***
ADDENDA	**IMPORTANT INFORMATION** 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 BID" RESPONSE	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

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 BID"

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

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

We, the undersigned decline to bid on your **RFB No. 21-0025** for **Pool Chemicals (Annual Contract)** for the following reason(s):

___Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
___There is insufficient time to respond to the Request for Bids.
___We do not offer this product or service.
___We are unable to meet specifications.
___We are unable to meet bond requirements.
___Specifications are unclear (explain below).
___We are unable to meet insurance requirements.
___Other (specify below)

Remarks:_____

_____

_____

_____

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

GENERAL PROVISIONS

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

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

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

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. 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 a 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 all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If feasible, divide the award equally among the bidders.
5. If it is not feasible to award equally and only two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
6. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

10. RECEIPT OF MULTIPLE BIDS. **Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor.** Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more

than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

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

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

13. CORRECTIONS OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS. Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of Purchasing prior to the time of the bid opening.

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

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

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

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

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

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 does 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 Consolidated Government of Columbus, Georgia ("the City") is committed to using Disadvantaged Business Enterprises (DBEs) (small, women-owned 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 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, 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.

31. RIGHT TO PROTEST.

(1) Right of Protest. 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) Stay of Procurement During Protests. 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.

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. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of the City for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

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

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

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

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

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

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

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.

40. 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 5) 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 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 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: Patti Postorino, Buyer
Email BidOpportunities@ColumbusGA.org or
Fax 706-225-3033

RE: RFB No. 21-0025; Pool Chemicals (Annual Contract)

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

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

From: _____
Company Name | Website

_____
Representative | Email Address

_____
Complete Address | City | State | Zip

_____
Telephone Number | Fax Number

GENERAL SPECIFICATIONS

POOL CHEMICALS (Annual Contract)
RFB No. 21-0025

I. SCOPE

A. These specifications describe minimum requirements for Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15%, HTH Granular Chlorine 65%, Hydrochloric Acid 31.45% 20 Dg to be purchased on an "as needed" basis. The quantities specified are based on an estimated usage. The City may purchase some, all, more or none of the items. ***The City reserves the right to add additional related items during the term of the contract.***

B. The contracted vendor will deliver pool chemicals to the following pool sites:

Pool Site Name	Address	Gallon Tank Size
Columbus Aquatic Center	1600 Midtown Road Columbus, GA 31906	1,200
Rigdon Park Pool	1600 Howe Avenue Columbus, GA 31903	1,000
Double Churches Pool	2300 Double Churches Road Columbus, GA 31904	1,000
Shirley Winston Pool	5025 Stream Mill Road Columbus, GA 31907	1,000
Psalmond Road Pool	6550 Psalamond Road Columbus, GA 31909	1,000

***Delivery must be made within seven (7) days after receipt of order.**
***Delivery of pool chemicals must be from the contracted vendor and not a third party.**

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. Contract renewal will be contingent 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. ESCALATION CLAUSE

Contract pricing shall remain fixed for the initial two (2) year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases). ***Request for price increases, without documentation, shall not be considered.*** Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

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. QUESTIONS / ADDENDA

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

V. 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.

VI. BID SUBMISSION REQUIREMENTS

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed bid responses and public solicitation openings until further notice.
Effective Immediately, bid 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 bid submission. Bidder shall submit **ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR**. The City reserves the right to request any omitted information, **to exclude *Communications 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. 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. **Communication Concerning This Solicitation** (Form 1)
B. **Bid Form** (Form 2)
C. **Pricing Page** (Page 17)
D. **Material Safety Data Sheet** on product offered with bid proposal.
E. **Contract Signature Page** (Form 3)
F. **Addenda:** Vendors must include acknowledgment of receipt of addenda **(if any)** in their sealed bid. Provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). Addenda will be posted at **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.

G. **Business License:** Vendors located in Muscogee County shall submit a current copy of their City of Columbus Business License (Occupation License). If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

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

If you have questions regarding this requirement, please contact Yvonne Ivey, Revenue Manager: 706-225-3091.

H. **W-9 Rev 2018 Request for Taxpayer Identification Number and Certification:**
(https://www.irs.gov/pub/irs-pdf/fw9.pdf **)**

VII. AWARD / ORDERING / DELIVERY / INVOICE

A. Award: This bid shall be awarded by individual line item or by total contract value. 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 item(s), the City reserves the right to purchase from other sources.

B. Ordering: The items will be procured on an "as needed" basis by phone. It is the Vendor's responsibility to notify the City, at the time an order is placed, if delivery cannot be met in the specified time.

C. Delivery: Deliveries shall be made to the applicable address indicated during phone order. All orders must be delivered **no later than seven (7) days** after receipt of phone order. It will be the responsibility of the Vendor(s) to deliver orders as specified to the address given at the time orders are placed. Inability to make delivery within specified time will authorize the City to purchase from other sources.

All shipping, delivery, and/or freight charges must be included in the unit cost. The Columbus Consolidated Government will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees.

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

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

The invoice(s) shall reference the bid number (RFB No. 21-0025) and/or purchase order number.

VIII. 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 were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

FORM 1

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 CLOSED 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 Authorized Agent: _____

Signature of Authorized Agent: _____

FORM 2

BID FORM

POOL CHEMICALS
(Annual Contract)
RFB NO. 21-0025

IMPORTANT INFORMATION:

PLEASE SUBMIT ONE (1) ELECTRONIC BID RESPONSE VIA DEMANDSTAR
ON OR BEFORE April 7, 2021 – 2:30 PM (EST)

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

☐ Communication Concerning This Solicitation (Form 1) **☐ Bid Form (Form 2)**

☐ Pricing Page (Page 17) **☐ Material Safety Data Sheets on Product**

☐ Contract Signature Page (Form 3) **☐ Business License** **☐ W-9 Rev 2018**

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

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

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

_____ _____
Vendor Business Name Email Address

_____
Authorized Signature Print Name Date

Please circle and initial if Business is {Minority} or {Woman} Owned: _____

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

Not Minority, Woman or DBE owned (please initial) _____

*****COMPLETE ALL PAGES AND RETURN WITH BID*****

PRICING PAGE

POOL CHEMICALS (Annual Contract)
RFB 21-0025

DESCRIPTION	ESTIMATED USAGE	BRAND NAME	DELIVERY METHOD	UNIT COST PER GALLON / BUCKET/ DRUM	EXTENDED COST
Sodium Hypochlorite Liquid Chlorine (Bleach) 12% - 15% Chlorine	40,000 Gallons		Bulk Rate	**$**	**$**
HTH Granular Chlorine 65%	720 Buckets		Bucket	**$**	**$**
HTH Granular Acid 31.45% 20 Dg	1,000 Gallons		Drums	**$**	**$**
TOTAL ESTIMATED ANNUAL COST					**$**

VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT OFF LIST PRICE FOR ITEMS NOT LISTED: _____%

Delivery will be made within _____ days after receipt of orders; all shipping, delivery and freight charges must be included in bid prices. The City will pay no additional shipping, delivery, freight charges, and/or any additional add-on fees. **Inability to make delivery within specified time will authorize the City to purchase from other sources.**

Minimum Delivery Order in Bulk, Buckets, Drums, Containers: _____ *OR* by weight: _____

Delivery orders will only be accepted between 9:00 a.m. – 5:00 p.m., with prior notice of the exact day.

_____
COMPANY NAME

_____
VENDOR'S STREET ADDRESS PHYSICAL LOCATION (P.O. BOXES WILL RENDER BID INCOMPLETE) CITY STATE ZIP CODE

_____
VENDOR'S REMITTANCE OR MAILING ADDRESS CITY STATE ZIP CODE

_____
COMPANY PHONE NUMBER COMPANY FAX NUMBER

_____
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE OF SIGNATURE

_____
"PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE EMAIL ADDRESS

FORM 3

CONTRACT SIGNATURE PAGE
POOL CHEMICALS (Annual Contract)
RFB No. 21-0025

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:

_____
Witness as to the signing of the contract

_____
Signature of Authorized Representative Date

_____
Witness as to the signing of the contract

_____
Print Name and Title of Signatory

(Corporate seal, if applicable)

_____
Company Name

Company Ordering Address

_____

_____

Contact_____

Email_____

Telephone_____

Fax _____

Company Payment Address

_____

_____

Contact _____

Email _____

Telephone_____

Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this___ day of _____20____

_____
Isaiah Hugley, City Manager

APPROVED AS TO LEGAL FORM:

_____
Clifton C. Fay, City Attorney

ATTEST:

_____
Sandra T. Davis, Clerk of Council

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 Electronic Proposal Submission Requirements Checklist and information for DemandStar.

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

ELECTRONIC BID SUBMISSION REQUIREMENTS CHECKLIST

POOL CHEMICALS
(Annual Contract) RFB No. 21-0025

IMPORTANT NOTICE

1. **Vendors shall submit only the required documents listed using the "Bidder Response ALL DOCUMENTS" function. Do not enter information in "Supplemental Documents".**
2. **Zip files with multiple folders will not be accepted. Vendors shall submit one PDF file of proposal.**
3. **Due to file size limitations, please do not re-send 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".**

Please submit your electronic bid response as indicated below:
Scan all pages as one PDF file and submit in "Bidders Response ALL Documents".

____ 1. COMMUNICATION CONCERNING THIS SOLICITATION **(Form 1)**

____ 2. BID FORM **(Form 2)**

____ 3. PRICING PAGE **(Page 17)**

____ 4. MATERIAL SAFETY DATA SHEETS ON PRODUCT OFFERED WITH BID PROPOSAL

____ 5. CONTRACT SIGNATURE PAGE **(Form 3)**

____ 6. ADDENDA (IF ANY)

____ 7. BUSINESS LICENSE 2021

____ 8. W-9 Rev 2018 **(** https://www.irs.gov/pub/irs-pdf/fw9.pdf **)** (submit Page 1 only)

NOTE: After award of contract by Columbus City Council, the awarded vendor will be notified to provide two (2) identical hard copies of submitted bid proposal with original signatures.

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.

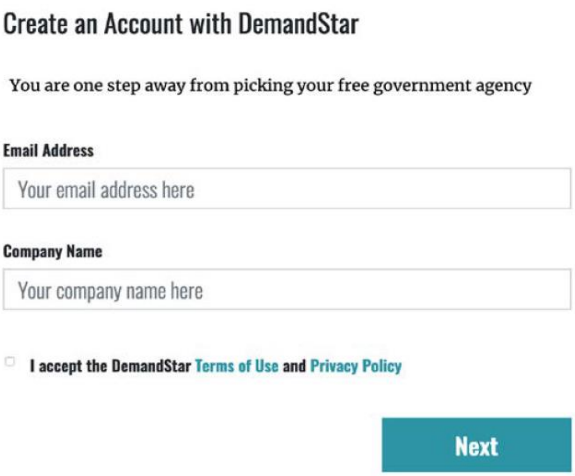
DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **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!

1 REGISTER

Go to:
https://www.demandstar.com/registration



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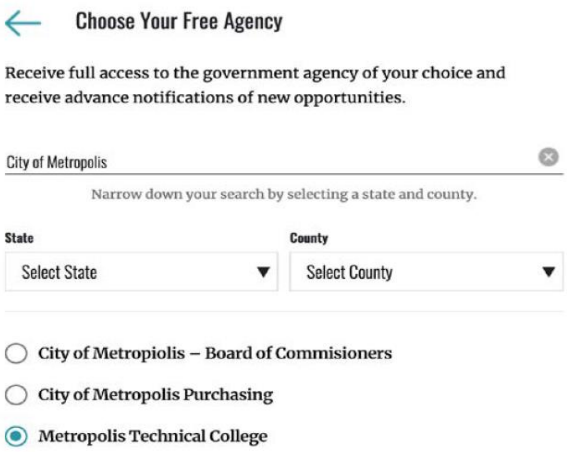
206.940.0305

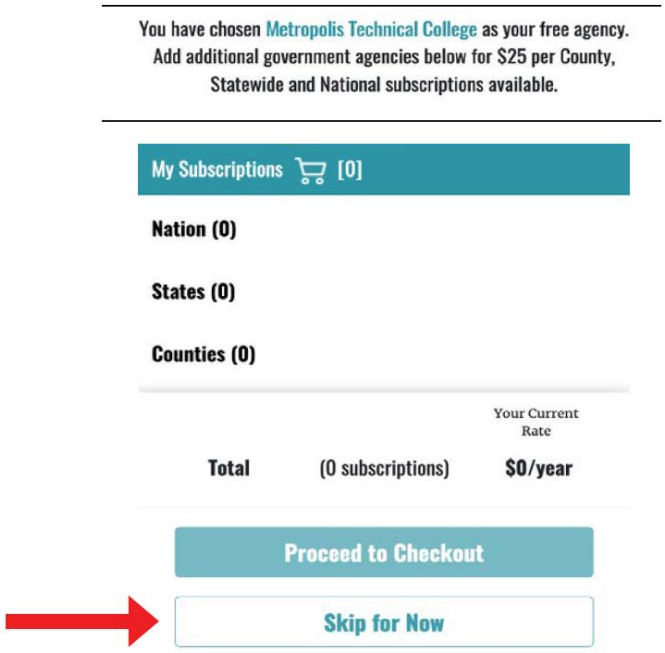
2 CHOOSE YOUR FREE AGENCY

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



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



SIGN UP

Visit www.demandstar.com

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206.940.0305

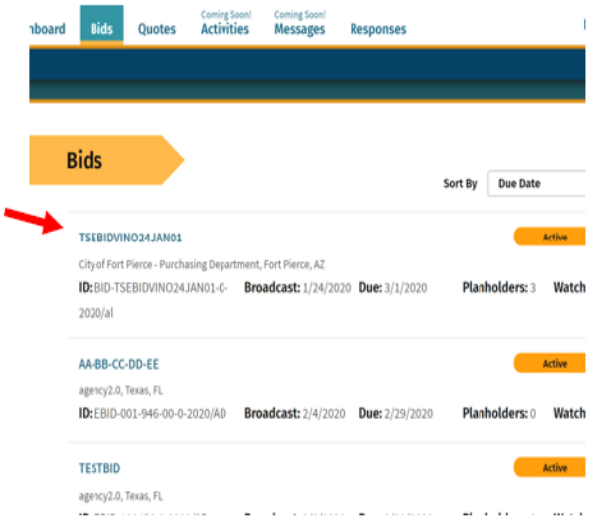
Responding to an Electronic Bid

5 Step Instructions

Step 1

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

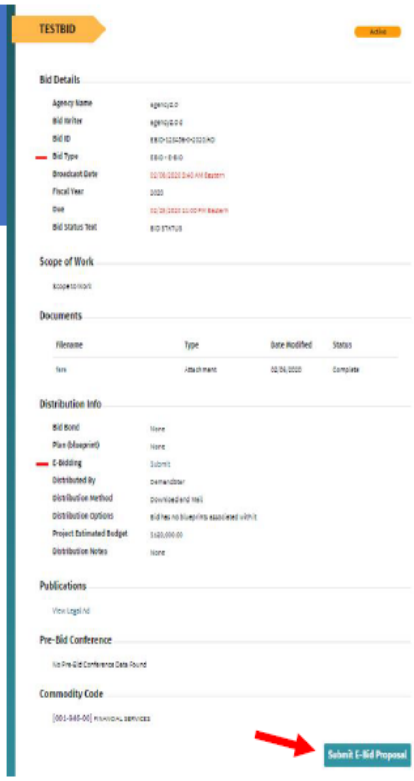
- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

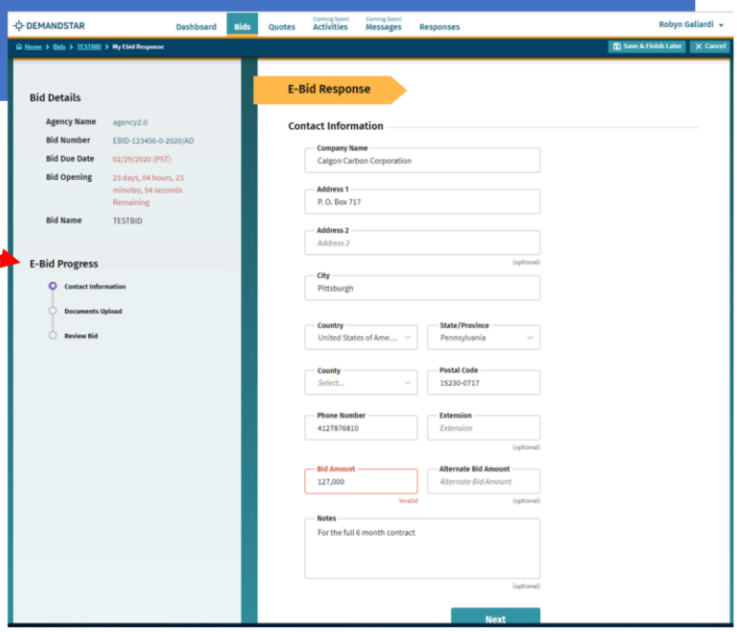


Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

If there is not a total bid amount in your submission, please put "0"

Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"



Step 4

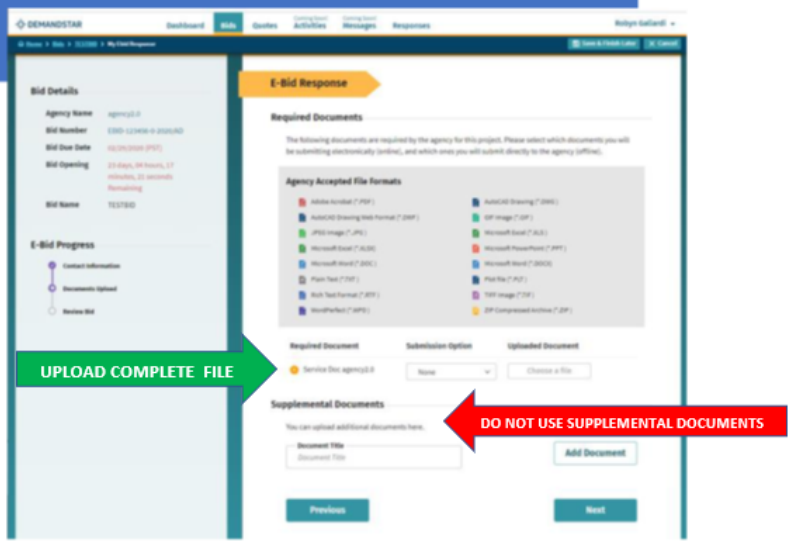
After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

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

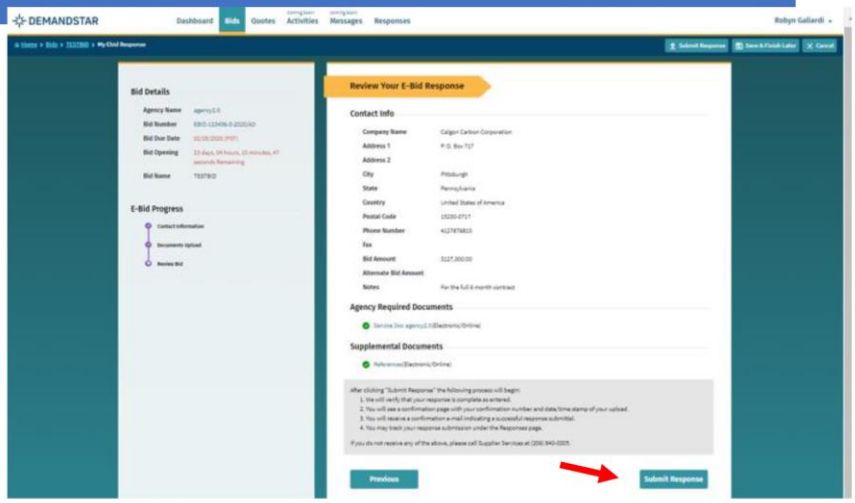
NOTE: Do not enter information using the "Supplemental Documents" function.

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 page: 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.