

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT

PURCHASING DIVISION

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

March 3, 2010

<p align="center">INVITATION FOR BIDS:</p> <p align="center">RFB NO. 10-0045</p>	<p>Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">COMMERCIAL ZERO-TURN-RADIUS MOWERS</p>
<p align="center">GENERAL SCOPE</p>	<p>Provide five (5) Commercial Zero-Turn-Radius Mowers to be used by the Right-of-Way Maintenance Division of the Public Services Department.</p>
<p align="center">DUE DATE</p>	<p align="center">DUE MARCH 31, 2010 - 2:30 PM (EASTERN)</p> <p>Bids must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5th Floor, Government Center, 100 10th Street, Columbus, GA. Bids will be opened during the 3:00 p.m. hour in the Conference Room of the Purchasing Division. Bidders are not required, but are invited to attend the bid opening.</p>
<p align="center">ADDENDA</p>	<p align="center"><u>IMPORTANT INFORMATION</u></p> <p>Any addenda for this solicitation will be posted on the web page of the Purchasing Division, at http://www.columbusga.org/finance/proposals.htm. It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.</p>
<p align="center">NO BID RESPONSE</p>	<p>Refer to page 2 if you are not interested in this solicitation.</p>

Andrea J. McCorvey
 Andrea J. McCorvey, CPPB
 Purchasing Division Manager

STATEMENT OF "NO BID"

IF YOU DO NOT INTEND TO BID ON THIS COMMODITY OR SERVICE, COMPLETE AND RETURN THIS FORM IMMEDIATELY TO:

Email: schandler@columbusga.org
Fax: (706) 653-4109
Mail: Columbus Consolidated Government
Purchasing Division
P O Box 1340
Columbus, GA 31902-1340

We, the undersigned decline to bid on your **RFB NO. 10-0045; Commercial Zero-Turn-Radius Mowers** for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)
- Insufficient time to respond to the Invitation for Bids.
- We do not offer this product or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Remove us from your bidder's list for this commodity or service.
- Other (specify below)

Remarks: _____

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

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

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**. Fax bid submissions will not be accepted as a response to the Invitation for Bids. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.
5. **BID DUE DATE**. The bid submission must arrive in the Purchasing Division on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.
6. **BID OPENING**. The Purchasing Division Manager or Purchasing staff appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Division Manager will be read and recorded. The bids as recorded at the bid opening represent 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 the all tied bidders, the award recommendation shall be as follows:
 - a. Award to the local bidder, if one of the bidders has its principal place of business in Columbus, Georgia.
 - b. If all or none of the bidders has its principal place of business in Columbus, Georgia, then award the bid to the bidder who has received the award previously.
 - c. If neither bidder received the award previously, and neither of the tied bidders has its principal place of business in Columbus, Georgia, then the bid award shall be equally divided between the tied bidders.
 - d. If it is not feasible to divide the award, and if all or none of the tied bidders has its principal place of business in Columbus, Georgia, and neither was awarded the bid previously, then all bids will be rejected and the bid will be re-advertised.
10. **RECEIPT OF MULTIPLE BIDS**. **Unless otherwise stated in the bid specifications, the City will accept one and only one bid per vendor.** Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid

opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

11. 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 or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

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

30. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure of \$25,000.00 or less and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00. (Ordinance No. 09-0024, Section 3-117). ****STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED****

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

32. FAILURE TO QUOTE. Vendors choosing not to submit a bid must return a **Statement of “No Bid”** and request to be retained or removed from bid list. Failure to respond to three bid invitations will result in firm’s removal from the City’s bid list for that particular commodity.

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

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

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

35. QUESTIONS

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

36. SAMPLES

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

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

37. GOVERNING Law

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

NOTICE TO VENDORS

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

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

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

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND MUST BE ADDRESSED TO THE PURCHASING DIVISION. (QUESTION/CLARIFICATION FORM ATTACHED)

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 specifications or procedures. 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. Vendors shall not contact department heads or using agencies with questions about solicitations. You must submit the written question to the Purchasing Division. 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 vendor or if it becomes necessary to revise any part of this solicitation, a written addendum will be issued to all vendors.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY'S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE VENDORS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIRECTOR.

Any request by vendors after a solicitation has been opened and pending award must also be submitted in writing to the Purchasing Division.

Use the attached Question/Clarification Form or email schandler@columbusga.org to submit inquiries regarding the bid.

**BID PROPOSAL SPECIFICATIONS FOR
COMMERCIAL ZERO-TURN-RADIUS MOWER
RFB NO. 10-0045**

- I. **SCOPE:** Provide five (5) Commercial Zero-Turn-Radius Mowers. The mowers will be used by the Right-of-Way Maintenance Division of the Public Services Department. These mowers will be used to handle the Riverwalk Maintenance as well as replace older mowers in our fleet.
- II. **REQUIREMENT:** Five (5) units, current production model.
- III. **BRAND NAME DISCLOSURE:** Whenever in this invitation any particular material, processes and/or equipment are indicated or specified by patent, proprietary or brand name or 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, 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 would be considered. Determination of equivalency shall rest solely with the City.

- IV. **VENDOR INFORMATION:** The mowers offered shall be a current manufacture model. These units shall be current year model, and must meet or exceed the attached specifications. Item(s) exceeding specification must be within reasonable comparison. On the detailed specification pages, identify by model, size, rating, displacement, or configuration as applicable to the specification line item, and mark under **BIDDER RESPONSE:** (YES, meets or exceeds specifications or NO, does not meet specifications). Do not use Yes or O.K. if less than the manufacturer published recommendations, bid may be rejected unless you are supplying exactly as described. Bidder shall indicate exactly what they are offering in the following blanks under "**COMMENTS**". NOTE: If item or component is not available by the manufacturer, indicate what you are quoting.

Unit 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 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.

- V. **WARRANTY REPAIRS:** If the repair facilities are outside the Columbus area, permission will be given to the Fleet Management Division authorizing them to perform warranty work (minor repairs and adjustments) and reimbursement of parts and labor will be made to the Columbus Consolidated Government, per the factory agreed upon labor rate established between the manufacturer and the City of Columbus. **Copies of the manufacturer's warranty on the manufacturer's letterhead must be submitted with the bid.**

- VI. **CRITERIA TO EVALUATE BIDS:** Listed below you will find the criteria to evaluate bids for the Consolidated Government of Columbus. This criteria will carry as much weight as LOW BID so that the office of the Fleet Management Division in evaluating bids will be able to recommend a "lowest completely satisfactory bidder", which will be in the best interest for the City fleet. The criteria is as follows:

1. Low bid.
2. Availability: This unit is a replacement; consideration of availability will be considered in award of the bid.
3. Parts availability.
4. Rated maintenance and operating data.
5. Similar makes and models in the City fleet and our maintenance history with them.
6. Capability of vendor to supply required service. Ability of unit offered to perform the task of the user or department.
7. Training: Evaluation of technical training agenda.

8. Warranty: The length and coverage, including the extended warranty.
9. Vendor Performance: How well the vendor performed.
 - a. Responsiveness
 - b. Assistance
 - c. Training requirements
 - d. Warranty claims

VII. GEORGIA STATE-WIDE CONTRACT PURCHASE OPTION: The City reserves the right to make this purchase via the Georgia State-Wide Contract, if the state contract cost is lower and meets the City's requirements.

VIII. BID INCLUSION REQUIREMENTS: PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID. Each bidder shall include the following information with bid proposals. Failure to include the items listed below will render bid **"Incomplete"**.

- A) Bid Form Pricing page(s)**
- B) Product Literature:** Bidder shall submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish.
- C) Warranty:** Warranty information printed on the manufacturer's letterhead.
- D) Bidder's Response to Detailed Specifications Pages.**
- E) W-9 Request for Taxpayer Identification Number and Certification**
- F) Acknowledgment of Receipt of Addenda (if any):** Vendor shall include acknowledgment of receipt of addenda (if any) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). **It is the vendor's responsibility to contact the City for copies of addenda or visit the Finance Department/Purchasing Division website at www.columbusga.org, if they receive their Bid document from any source other than the City.**

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

**Columbus Consolidated Government
Purchasing Division
5th Floor - Government Center Tower
100 10th Street or P. O. Box 1340
Columbus, Georgia 31902-1340**

BIDS MUST REACH THE OFFICE OF THE PURCHASING DIVISION NO LATER THAN 2:30 PM ON BID OPENING DATE. BIDS RECEIVED AFTER 2:30 PM WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

IX. AWARD/ORDERING/DELIVERY/INVOICING: Bid will be awarded to the lowest, responsive, responsible bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required product(s), the City reserves the right to purchase from other sources.

After award of the bid, by Columbus City Council, the successful vendor will receive an official purchase order from the City. The purchase order will represent the contract between the City and the successful vendor for the purchase of said equipment (all terms of the bid specifications and any applicable addenda will apply).

Delivery is the responsibility of the manufacturer or authorized dealer. Full pre-delivery service on the equipment will be the responsibility of the manufacturer or selling dealer. **Freight shall be included in the bid price; Add on freight will not be authorized.** The equipment shall be delivered at the following location:

Fleet Management
Attn: Drale Short
1011 Cusseta Road
Columbus, Georgia 31901

After satisfactory and complete, delivery of the equipment, the successful vendor shall forward invoice(s) to the following address:

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

The invoices(s) shall reference the purchase order number. Failure to reference the purchase order number will delay payment of the invoice.

X. TERMINATION OF CONTRACT:

a) 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.

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

c) 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 (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) 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.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity,

**SPECIFICATIONS FOR
COMMERCIAL ZERO-TURN-RADIUS MOWER
RFB NO. 10-0045**

INTENT: The mowers must be able to cut tall grass and weeds up to 12” in height. It must be able to negotiate curbs without becoming stuck or damaging the tires, deck or frame. It must be capable of being loaded and unloaded from an equipment trailer without becoming stuck. The mower must have an ease of maintenance design and excellent safety features to protect the operator, as well as, others in the operating vicinity.

EQUIPMENT IDENTITY	MFG:
	MODEL:

VENDOR'S NAME:

DETAILED DESCRIPTION	BIDDER RESPONSE		COMMENTS
ENGINE: 25/ HP minimum, vertical or horizontal shaft twin Four cycle air cooled engine; twin cylinder, vertical shaft engine Electric start, gear driven oil pump Engine mounted oil filter	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
ELECTRICAL: 12 volt 275 CCA minimum Alternator 13 amps minimum; self-contained charging system Seat safety switch	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
DRIVE: Hydro gear or Hydrostatic drive with dual pump Two forward/reverse steering/braking controls; two cast iron motors for independent control of each drive wheel.	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
GAUGES: Hour meter minimum	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
CONTROLS: Two hand operated steering control levers Throttle control, choke and ignition switch Lock drum or band type parking brake system; roll-over protection	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
MOWER DECK: 60” cutting width minimum 10 gauge minimum deck thickness; tri-plate laminated deck	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
Cast iron spindle housing; pop off valve for grease Grass Catcher: Installed grass catchers	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
WHEELS/TIRES: Rear: Tubeless turf type 4ply rating minimum Front: Tubeless 4ply rating minimum	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	
<i>NOTE: A copy of the manufacturer's warranty must be included with the bid response.</i>			
WARRANTY OFFERED: Two year minimum warranty on complete unit this includes, but is not limited to the engine (parts & labor); 2 year deck and spindle warranty (parts & labor)	YES: <input type="checkbox"/>	NO: <input type="checkbox"/>	

BID FORM (PRICING PAGE)
RFB NO. 10-0045
COMMERCIAL ZERO-TURN-RADIUS MOWER

The undersigned hereby agrees that he/she has carefully examined the specifications herein referred to and will provide all equipment services and terms of the Consolidated Government of Columbus for the equipment described.

DESCRIPTION	QTY	MANUFACTURER / MAKE / MODEL	UNIT PRICE	TOTAL PRICE
Commercial Zero-Turn-Radius Mower	5		\$	\$
GRAND TOTAL				\$

*All shipping, delivery, and /or freight charges must be included in unit price. Columbus Consolidated Government will pay no additional shipping, delivery, and/or freight charges.

In the event the Consolidated Government of Columbus would consider options to purchase additional mowers in the FY10 budget year (July 1, 2009 through June 30, 2010), this cost will be protected. Last date to place an order at this price is: _____.

Purchase price for additional mowers w/grass catchers in FY11 budget year (July 2010 through June 2011): \$_____.

Additional purchases are contingent upon price comparisons with the Georgia State Wide Contract (See Section VII of bid specifications).

The undersigned agrees to deliver the current model/year mowers to Fleet Management within _____ days after receipt of the purchase order.

IMPORTANT INFORMATION

PLEASE SUBMIT ONE ORIGINAL AND ONE IDENTICAL COPY OF EACH BID

By signing this Bid Form, the authorized representative understands their bid will not be considered if the following items are not included with their sealed bid, including acknowledgment of receipt of each addendum. Use the following check-list to verify the items are included in sealed bid:

Bid Form (Pricing Page)
 Product Literature
 Warranty Information
 Response Pages
 W-9

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

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

 BUSINESS NAME TAX ID#

 BUSINESS ADDRESS (P.O. Boxes Will Render Bid Incomplete) CITY STATE ZIP

 BUSINESS REMITTANCE/MAILING ADDRESS CITY STATE ZIP

 PHONE NUMBER FAX NUMBER EMAIL ADDRESS

 SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE OF SIGNATURE

 "PRINT" NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Please initial if business is Minority or Woman owned; if not, "N/A"; Minority owned: _____ Woman owned: _____