

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
 Columbus, Georgia 1902-1340
 706 653-4105, Fax 706 653-4109
WWW.COLUMBUSGA.ORG

DATE: February 8, 2010

<p>REQUEST FOR PROPOSALS:</p> <p>RFP NO. 10-0012</p>	<p>Offerors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p align="center">DEMOLITION SERVICES (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>Provide demolition services on an “as needed basis” for Columbus Consolidated Government.</p>
<p>DUE DATE</p>	<p align="center">DUE: March 12, 2010 – 5:00 PM (EST)</p> <p>Proposals 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.</p>
<p>HOW TO OBTAIN ADDENDA</p>	<p align="center">IMPORTANT INFORMATION</p> <p>Any addenda for this project will be posted on the City’s web page of the (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>NO PROPOSAL RESPONSE</p>	<p><i>If you are not interested in this invitation please email bhughey@columbusga.org or complete the form on the back of this sheet and fax to 706-653-4109.</i></p>

Andrea J. McCorvey

Andrea J. McCorvey, CPPB
 Purchasing Division Manager

STATEMENT OF "NO PROPOSAL"

IF YOU DO NOT INTEND TO BID ON THIS COMMODITY OR SERVICE, PLEASE COMPLETE AND RETURN THIS FORM IMMEDIATELY BY FAX (706) 653-4109 OR E-MAIL.

ATTENTION: Betty Hughey, CPPB, Buyer Specialist; bhughey@columbusga.org

We, the undersigned decline to bid on your **RFP No. 10-0012; Demolition Services (Annual Contract)** 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 Request for Proposal.
- 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: _____

ADDRESS: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTION 3-110 OF THE PROCUREMENT ORDINANCE. ALL PROPOSALS WILL BE KEPT CONFIDENTIAL.

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received, determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offeror. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

QUESTION/CLARIFICATION FAX FORM

DATE:

TO: BETTY HUGHEY, CPPB, Buyer Specialist

E-mail: bhughey@columbusga.org

FAX NO: (706) 653-4109

RE: RFP NO. 10-0012

Demolition Services (ANNUAL CONTRACT)

I HAVE THE FOLLOWING CONCERN (S)/QUESTION (S) ABOUT THE SPECIFICATIONS FOR THE ABOVE CITED PROPOSAL:

From: _____
Vendor

Agent

Vendor's Complete Address City State Zip Code

Telephone Number Fax Number

E-mail Address

**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 DEPARTMENT HEADS OR USING AGENCIES WITH QUESTIONS ABOUT SOLICITATION. 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 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'S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING MANAGER.

ANY REQUEST BY BIDDERS AFTER A SOLICITATION HAS BEEN OPENED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION. **BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED QUESTION/CLARIFICATION FAX FORM TO FAX (706) 653-4109 OR E-MAIL BHUGHEY@COLUMBUSGA.ORG YOUR QUESTION (s).**

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

DEMOLITION SERVICES (ANNUAL CONTRACT)

The consolidated Government of Columbus, Georgia (City) invites proposal submissions for demolition services for Columbus Consolidated Government.

A. PROPOSAL SUBMITTAL DATE

Sealed proposals are due: MARCH 12, 2010, NO LATER THAN 5:00 P.M. (EST). *Submit one original and six identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

**Columbus Consolidated Government
Purchasing Division
Re: RFP No. 10-0012
Demolition Services (Annual Contract)**

Mail: **P.O. Box 1340
Columbus, Georgia 31902-1340**

Deliver: **100 10th Street
Columbus, Georgia 31901**

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits.

The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.

B. RECEIPT OF PROPOSALS

Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror.

In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING

Should the proposer intend to subcontract all or any part of the work specified, name(s) and address (es) of subcontractor(s) must be provided in proposal response. The City reserves the right to review and approve any subcontractors. The proposer shall be responsible for subcontractor(s) full compliance with the requirements of the RFP specifications. **IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE PROPOSERS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

D. QUESTIONS ABOUT THE RFP

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED “DO YOU HAVE QUESTIONS ...” WITHIN THIS PROPOSAL PACKAGE. QUESTIONS AND REQUESTS FOR CLARIFICATION WILL BE RECEIVED UNTIL FIVE BUSINESS DAYS PRIOR TO THE PROPOSAL DUE DATE.

E. PUBLIC INFORMATION

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City. **It is also the proposer's responsibility to check the City's website (www.columbusga.org/finance/proposals.htm) for copies of addenda if bid document is downloaded from the City's Website.**

G. CONTRACT

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the successful respondent 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.

H. NON-COLLUSION

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY

The successful respondent 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.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

Disadvantaged Business Enterprises (minority or woman 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.

K. SPECIFICATION DESCRIPTIONS

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate proposers or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

L. 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.

M. DRUG-FREE WORKPLACE

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

O. PROVISIONS OF THE PROCUREMENT ORDINANCE

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

P. INSURANCE

All respondents shall maintain and if requested show proof of insurance applicable for services described in these specifications.

Q. HOLD HARMLESS AGREEMENT

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, Managers and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole

negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

R. TERMINATION OF CONTRACT

1. **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 Manager may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Manager, such Manager 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 Manager may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Manager. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

2. **Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Manager 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.
3. **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 Manager within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

S. TIME FOR CONSIDERATION

Due to the evaluation process, proposals must remain in effect for at least **120 days** after date of receipt.

T. CONTRACT AWARD:

Award of this contract will be made in the best interest of the City.

U. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

V. GOVERNING LAW:

The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance and that venue for any action is in Columbus, Georgia.

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.

SPECIFICATIONS FOR DEMOLITION SERVICES (ANNUAL CONTRACT)

I. SCOPE OF SERVICE

It is the intent of the Columbus Consolidated Government (the city) to enter into an annual contract with a qualified vendor(s) to provide all necessary equipment, materials, transportation, and labor for residential and commercial demolition services.

This agreement will include projects primarily from the Inspections and Code Division, Community Reinvestment, Highway Coordinator and Public Services. Other projects approved by the City may be covered under this agreement. However, the City reserves the right to bid projects separately if deemed to be in the City's best interest.

II. TERM OF CONTRACT

The term of this contract will be for two years, with an 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 City Purchasing 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 program approval have 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 approvals have been denied.

For the protection of both parties, either party giving 30 days prior notice in writing to the other party may cancel this contract.

III. VENDOR INFORMATION

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

All questions must be submitted in writing by fax (706 653-4109) using the fax sheet enclosed in the bid package, or e-mail questions to bhughey@columbusga.org

IV. ADDENDA AND EXPLANATIONS

The vendor shall include acknowledgment of receipt of addenda (if applicable) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). **It is the vendor's responsibility to contact the City for copies of addenda if bid document is received from any source other than the City. It is also the vendor's responsibility to check the City's website (www.columbusga.org/finance/proposals.htm) for copies of addenda if bid document is downloaded from the City's Website.**

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each vendor. Every request for such explanation shall be in writing and addressed to the **Purchasing Manager**. Any verbal statements regarding same by any person, shall be unofficial and not binding on any party.

V. PRICE ADJUSTMENT CLAUSE

The contract unit price shall remain firm for the first two years of the contract term. After the initial two-year period of the contract, the City will consider price adjustments based upon the U.S. Department of Labor Consumer Price Index and All Urban Consumers (CPI-U) and shall not exceed five percent (5%) annually.

Contractor shall submit price adjustment request in writing to the Purchasing Division Manager sixty (60) days in advance of expiration date for each contract year. If agreeable to both the contractor and the City, the contract unit price changes, as a result of this formula, shall automatically become effective on upcoming anniversary of the contract and shall be binding on the contractor for the subsequent contract year.

If for any reason the contractor has a price increase that exceeds the Consumer Price Index (CPI) and exceeds five percent (5%) the Purchasing Manager will evaluate the increase on a case-by-case basis. The City and the Contractor will have the option to decline any adjustments. If either party decline approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

VI. AWARD

This contract will be awarded in the best interest of the City. Columbus Consolidated Government will be the sole judge of the factors and will award the contract accordingly.

VII. METHOD OF PAYMENT

Contractor will be paid per property, upon completion. Invoices shall include the addresses for demolished properties. The square footage and unit price per square footage must match the cost provided on the proposal pricing form. Contractor shall submit invoices to the using agency's project manager. Contractor shall provide with the invoice a landfill receipt from a certified landfill.

Payment of invoices for the removal and clean-up of debris requested by the Public Services Department, will be processed within 30 days after receipt.

VIII. DBE PARTICIPATION

Consistent with the Procurement Ordinance for the Consolidated Government of Columbus, Georgia; the City is committed to using Disadvantaged Business Enterprises (DBE's) to the fullest extent possible in all FTA assisted procurement contracts, construction projects, as well as the day-to-day procurement needs of the City. Therefore, prime contractors who submit proposals for this project are responsible for making a good faith effort to seek the services of DBE sub-contractors to perform portions of the work, where feasible. (Refer to DBE Attachment I and Attachment II)

DBE Attachment I is a binding part of the proposal response; the DBE Subcontractors listed on the successful vendor's DBE Attachment I are expected to be utilized. Consequently, the successful vendor shall forward any changes in DBE utilization to the Purchasing Division.

IX. ESTIMATED QUANTITIES

Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period:

Residential Structures (108)		Commercial/Industrial (37)	
Wood frame	- 60	Metal	- 7
Concrete block	- 7	Wood frame	- 20
Mobile homes	- 40	Concrete block	- 10
Multi-story masonry	- 1		

X. CONTRACTOR'S PERFORMANCE

Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services. The City's authorized representative will decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the city shall notify the Contractor.

Contractor shall secure vacant structures (either by boarding up the windows/doors or securing doors with a lock and hasp) upon request of the City. Contractor agrees to supply all materials and manpower as needed.

XI. SUSPENSIONS OF WORK

The City and the project manager reserves the right to suspend the work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

XII. ASBESTOS MATERIALS

The vendor shall perform all work in compliance with the State of Georgia Department of Environmental Regulations (DER) asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. The City will furnish a copy of the asbestos survey to the contractor. This copy must be kept on site at all times during the actual demolition. **In the event that asbestos containing materials (ACM's) are omitted from the survey and is later identified by the selected demolition contractor, the contractor should contact the City's project manager and inform of additional asbestos. All work shall cease until the City makes contact with the contractor who performed the Asbestos Study. The City will provide instructions as to the continuation of the work. If in the best interest of the City, any portions of the work may be bid separately, in whole, or in part.**

XIII. LAND DISTURBING ACTIVITY

Contractor shall be required to obtain all necessary permits and meet the requirements for erosion and sedimentation control as defined in City Codes and Ordinances. Contractor shall insure all silt fencing is installed as required. Also permanent stabilization shall be required. Contractor shall be responsible for repair and/or replacement of any City property that is damaged.

XIV. DISPOSAL OF REFUSE

The contractor will not be permitted to burn any of the demolished materials on site or within the boundary limits of Columbus, Georgia.

The contractor must comply with all Local, State and Federal Regulations, including those of the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA). The contractor also must comply with the Georgia Department of Natural Resources' regulations as regards air quality control and disposal of refuse. The Columbus Department of Public Health is the local authority on such regulations.

The contractor shall be solely responsible for disposing of materials and shall take into account before bidding the compliance with the above stated ordinances and regulations. In no way shall the contractor, after bidding, seek an adjustment or Change Order as a result of not being able to comply with the regulations, ordinances, codes, etc., set forth in these specifications.

The Council of Columbus, Georgia, Ordinance No. 72-70, Section 13-168.2, Collection and Disposal of Construction and Demolition Waste from Private Property, effective May 4, 1972, is hereby quoted:

"Columbus, Georgia, shall not be responsible for the collecting and hauling of construction waste or demolition waste originating from Private Property, preliminary to, during, or subsequent to the construction of new, remodeled or renovated structures. Said materials shall be removed by the owner, lessee, or tenant of said property or the contractor."

"No certificate of occupancy shall be issued for multi-family, commercial, or industrial developments until the aforesaid material is removed by the owner or contractor."

"Before dirt, rock or plaster may be deposited on private property, permission of the owner thereof must first be obtained. When such materials or other solid waste material may be so deposited for the purpose of disposal or providing fills, it must be done and completed in accordance with the direction and regulations of the Columbus Department of Public Health."

EPI on the Expressway and Waste-A-Way on State Dock Road, Phenix City, AL., are transfer stations and Pine Hollow Landfill on Brickyard Road in Phenix City is a solid waste facility that will be accepted as state authorized disposal site for Columbus, Georgia. Disposal of asbestos or demolition waste at any other site, including private property, must be approved in writing by the Local Authority.

The contractor shall provide the City with copies of all landfill manifests and waste shipment records at the completion of the project. **PAYMENT WILL NOT BE MADE UNTIL THESE COPIES ARE RECEIVED.**

XV. UTILITIES AND RODENT CONTROL

It is the responsibility of the successful contractor to arrange for disconnecting utility services (water, gas, electricity, telephone and others) to buildings/structures to be demolished. The successful contractor shall apply rodent control treatment as required by the City of Columbus to facilitate the extermination and control of rodents and other pests in the project area.

XVI. CONDITION OF STRUCTURE

Columbus Consolidated Government assumes no responsibility for actual conditions of items or structures to be demolished. The City will maintain conditions existing at time of commencement of contract in so far as practicable.

Should a structure be above ground on pilings, the pilings will always be removed as part of demolition. Any structure with unique characteristics, including square footage, may either be negotiated and/or bid, whichever

the project manager deems to be in the best interest of the City. All demolition sites will be rough graded in a clean condition upon completion of the project.

XVII. CLEANING

The Contractor shall keep the premises clean of rubbish and debris generated by the work involved and shall leave the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor at the contractor's expense shall dispose of all surplus material, rubbish, and debris.

The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The City is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the project manager will be consulted.

XVIII. HOURS OF WORK

All work under this contract shall be coordinated with the project manager. Any changes to the established schedule must have prior approval of the project manager.

XIX. 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.

XX. INSURANCE

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

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

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

XXI. LICENSES

Bidders are not required to purchase a Columbus Business License. However, bidders must be licensed to do business in a City/County within the State of Georgia; a copy of said license must be included in the contractor's sealed proposal.

The successful bidder must hold a State of Georgia license for the removal of asbestos and must furnish proof of "Asbestos Specific" general liability insurance and Workman's Compensation insurance with proposal response.

XXII. FAMILIARITY WITH LAWS AND REGULATIONS

Bidders are required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder shall not, in any way, relieve the Bidder from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

XXIII. COMPLETION OF DEMOLITIONS

The Inspections & Code Division requires completion and removal of properties within 45 days or within a designated time frame. Other City divisions will establish completion deadlines with the successful contractor, per location.

The contract time shall be extended in an amount equal to the time lost due to delays beyond the control of the City or Contractor. Such delays shall include, but not limited to, inclement weather, fires, floods, labor disputes or acts of God. The completion time shall be extended a day for each rain day encountered. A rain day is defined as a day in which the Contractor is unable to perform any work at the demolition site.

XXIV. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Attachment F must be complete and returned with proposal.

XXV. PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below:

A proposer who submits a proposal that does not address each of the sections specified below will be deemed non-responsive, and the proposal submission deemed incomplete.

Section 1: Transmittal Letter

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name of contact person(s) during this proposal process. An authorized agent of the firm must sign the letter.

Section 2. Addenda Acknowledgement

Provide acknowledgement of receipt of all addenda for this RFP (if any). **It is the vendor's responsibility to check for copies of addenda on the City's website.** (www.columbusga.org/finance/proposals.htm)

Section 3: Qualifications/Experience

The following information shall be provided to allow the City to determine whether the proponent is qualified to perform the work specified. **The Proponent must have previous demolition experience in order to be considered.**

- a. Address in detail the firm's ability and experience in the provision of similar services.
- b. Provide responses to Statement of Bidder's Qualifications (Appendix A).
- c. Describe in detail the complete demolition services provided by your firm.
- d. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications. to include but not limited to the following: Commercial and Residential demolition.

- e. Provide a State of Georgia license for the removal of asbestos and proof of “Asbestos Specific” general liability insurance and Workman's Compensation insurance with proposal response.

Section 4: Service Plan

Provide information regarding the time schedules for all projects. How many days advance notice will you require for a demolition service? The contractor will be responsible for insuring utilities to structures not being demolished will not be interrupted. Provide a narrative describing how you will handle this and any additional changes.

Section 5: Client Work History

Complete the statement of qualifications, providing at least three (3) clients similar projects work has been performed within the last five (5) years. Include entity name, contact name, address, e-mail address, phone number, fax number and date of work completion. (**Attachment C**)

Section 6: Business Requirements

- (a) Provide proof of insurance (**Attachment B**)
- (b) Complete GSICA Form (**Attachment F**)
- (c) Provide Tax Identification Number (**Attachment E**)
- (d) Provide copy of Business License
- (e) Provide a letter from a bonding or insurance company stating the maximum amount that the proponent can qualify for and procure a performance and/or payment surety. Proposals received without the required statement of ability to secure a performance or payment surety, may be considered as non-responsive.

Section 7: DBE and Affirmative Action Forms

DBE Attachment 1, DBE Attachment 2 and Format for Affirmative Action Program Attachment 3, forms must be completed and included with proposal. Provide any additional information necessary. Will non-DBE subcontractors be used? Include a list of Non-DBE subcontractors to include company name, contact person, complete address, telephone and fax numbers.

Section 8: Cost Proposal

Complete and include the Proposal Pricing Form (**Attachment A**)

Section 9: Contract Signature Page

Complete Attachment D. City officials will sign the awarded vendor's copy after City Council has approved the contract award.

XXVI. RFP EVALUATION

Each submittal will be evaluated to determine the ability of each offeror to provide the required services. The following weighted criteria will be used to evaluate proposals:

Criteria	Weight
A. Qualification/Experience	35%
B. Service Plan	25%
C. Client Work History	10%
D. Business Requirements	10%
E. DBE Participation	15%
F. Cost Proposal	5%

Each of the above criteria (A – F) will be given a rating, of 1 through 100, by each member of the Evaluation Committee. The ratings are as follows:

RATING	
1 – 10	Very Poor
11 - 20	Poor
21 - 30	Fair
31 - 40	Below Average
41 - 50	Average
51 - 60	Above Average
61- 70	Good
71 - 80	Very Good
81 - 90	Excellent
91- 100	Superior

After the review and rating of proposal(s) by the evaluation committee, individual scores will be averaged and ranked. Offerors will be ranked in descending order of numerical predominance.

ATTACHMENT A

REQUEST FOR PROPOSAL NO. 10-0012 DEMOLITION SERVICES (ANNUAL CONTRACT) PROPOSAL PRICING FORM

**TO: PURCHASING DIVISION MANAGER
CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA**

The following proposal(s) is submitted in behalf of: _____
for the requested services, in accordance with the agreements and specifications furnished by the Purchasing Division Manager.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

1.0 RESIDENTIAL STRUCTURES

#	Structure Type/Size Range	Price Per Square Foot To Demolish	
1.1	WOOD FRAME	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.1.1	0 - 500 Sq. Ft.	\$	\$
1.1.2	501 - 1,000 Sq. Ft.	\$	\$
1.1.3	1,001 - 2,000 Sq. Ft.	\$	\$
1.2	CONCRETE BLOCK	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.2.1	0 - 500 Sq. Ft.	\$	\$
1.2.2	501 - 1,500 Sq. Ft.	\$	\$
1.2.3	1,501 - 3,000 Sq. Ft.	\$	\$
1.2.4	3,001 - 5,000 Sq. Ft.	\$	\$
1.3	MOBILE HOME		
1.3.1	0 - 500 Sq. Ft. without tongue & axle	\$	
1.3.2	0 - 500 Esq. with tongue & axle	\$	
1.3.3	501 – 1,000 Sq. Ft. without tongue & axle	\$	
1.3.4	501 - 1,000 Esq. with tongue & axle	\$	

1.4	MULTI-STORY MASONRY	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
1.41	3,001 - 5,000 Sq. Ft.	\$	\$

2.0 COMMERCIAL/INDUSTRIAL

#	Structure Type/Size Range	Price Per Square Foot To Demolish	
2.1	METAL	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.1.1	0 - 1000 Sq. Ft.	\$	\$
2.1.2	1,001 - 1,500 Sq. FT.	\$	\$
2.1.2	1,501 - 2,500 Sq. Ft.	\$	\$
2.1.2	2,501 - 5,000 Sq. Ft.	\$	\$
2.1.2	5,001 - 10,000 Sq. Ft.	\$	\$
2.2	WOOD FRAME	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.2.1	0 - 1000 Sq. Ft.	\$	\$
2.2.2	1,001 - 1,500 Sq. FT.	\$	\$
2.2.3	1,501 - 2,000 Sq. Ft.	\$	\$
2.3	CONCRETE BLOCK	INCLUDING SLABS	Credit per sq. ft. for not removing Slabs
2.3.1	0 - 1000 Sq. Ft.	\$	\$
2.3.2	1,001 - 1,500 Sq. FT.	\$	\$
2.3.3	1,501 - 2,000 Sq. Ft.	\$	\$

3.0 ASBESTOS ABATEMENT: Vendors shall provide unit prices per square footage for the following non-conclusive listing of asbestos containing materials:

- Transite/asbestos shingles (asbestos siding) \$ _____ Sq. Ft.
- Asbestos roofing/flashing \$ _____ Sq. Ft.
- Floor tile (including mastic) \$ _____ Sq. Ft.
- Additional layer(s) floor tile (including mastic) \$ _____ Sq. Ft.
- Vinyl sheet flooring (including mastic) \$ _____ Sq. Ft.
- Insulation \$ _____ Sq. Ft.
- Ceiling tile \$ _____ Sq. Ft.
- Caulking \$ _____ Ln.Ft./Sq. Ft.
- Ceiling plaster \$ _____ Sq. Ft.

Wall plaster	\$_____ Sq. Ft.
Window glazing	\$_____ Sq. Ft.
Pipe insulation (up to 2")	\$_____ Ln. Ft.
Pipe insulation (over 2" up to 4")	\$_____ Ln. Ft.
Foam insulations	\$_____ Ln. Ft.
Mud on joints	\$_____ Per joint
Sprayed on sink coating	\$_____ Ln. Ft.

4.0 NON-ORGANIC FILL MATERIAL AND CONCRETE PADS:

Occasionally, the City encounters basement or cellar openings that may need to be filled. Provide a unit price per cubic yard of non-organic fill material, to be placed in the basement opening. Should it be determined that mobile home (concrete) pads require removal, provide a unit price per square yard for removal and disposal of same:

Unit cost per cubic yard for non-organic fill material: \$_____

Unit cost per square yard for removal of concrete pads: \$_____

5.0 ADDITIONAL COST TO SECURE STRUCTURES:

Single window \$_____

Entire structures (single story) \$_____

Entire structures (second story) \$_____

Commercial (plate glass) \$_____

Hasp and locks installed \$_____

6.0 LEAD ABATEMENT

Abate and dispose of lead based paint as identified in housing being rehabilitated. Contractor shall be properly licensed, trained and protected workers. Abatement shall be performed in accordance with applicable EPA, OSHA and HUD regulations. Due to the uniqueness of each property, Contractor will be required to provide cost at the time services are needed.

Please identify the source of the notification you received about this RFP:	
◇ City of Columbus postcard:_____	◇ Georgia Procurement Registry:_____
◇ Both City of Columbus postcard & Georgia Procurement Registry:_____	
◇ Other:_____	

Company Name:_____

Authorized Signature:_____

ATTACHMENT B

SOLICITATION ID: RFP NO. 10-0012

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

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

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker’s Compensation and Employer’s Liability	\$1 Million/accident, \$1 Million/disease, \$1 Million/disease policy limit	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub – Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	Automobile Liability		
X	7. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	Others		
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
X	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder’s Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker’s Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
X	22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X	24. The City shall be named Additional Insured on all policies		
X	25. Certificate of Insurance shall show Bid Number and Bid Title		
	26. Pollution:	\$2 Million per occurrence/claim	

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

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: _____

AGENTS NAME: _____

AUTH. SIGNATURE: _____

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER NAME: _____

AUTH. SIGNATURE: _____

ATTACHMENT C

STATEMENT OF BIDDER QUALIFICATIONS

The following information shall be provided with proposal submittal to allow the City to determine if the offeror is qualified to perform the work specified:

- (1) Name of Vendor/Company.
- (2) Permanent main office address.
- (3) When organized.
- (4) If a corporation, when/where incorporated.
- (5) How many years have you been engaged in business under your present company/trade name?
- (6) General character of work performed by your company.
- (7) List your equipment available for this project.
- (8) Provide resumes of key personnel who will be assigned to the contract, including photocopies of all licenses and/or certifications.
- (9) Provide contact person who will be directly responsible for this contract and direct telephone number.
- (10) Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom.

**DBE (MINORITY AND WOMEN) PARTICIPATION
ATTACHMENT 1**

VENDORS ARE REQUIRED TO COMPLETE AND RETURN THIS SHEET WITH PROPOSAL. IF THE FORM, COMPLETED AS REQUIRED, IS NOT INCLUDED IN PROPOSAL, THE OFFEROR'S WILL BE DEEMED NON-RESPONSIVE AND THE PROPOSAL SUBMISSION DEEMED INCOMPLETE.)

Consistent with the Procurement Ordinance for the Consolidated Government of Columbus, Georgia; the City is committed to using Disadvantaged Business Enterprises (DBEs) to the fullest extent possible in all FTA assisted procurement contracts, construction projects, as well as the day to day procurement needs of the City. Therefore, prime contractors who bid on this project shall seek the services of DBE sub-contractors to perform portions of the work, where feasible.

List below all DBE subcontractors, suppliers, service firms, etc. expected to work on this project. Show complete name, address, phone number, owner and total dollars committed for all subcontract work by DBEs. **If the Prime Contractor is a Certified DBE, please state below. If vendor is not utilizing any subcontractors, please state below.**

PARTICIPATING DBE SUBCONTRACTORS

NAME OF DBE FIRM, ADDRESS, PHONE NUMBER, OWNER	PROJECT WORK ASSIGNED	DOLLARS COMMITTED TO DBE FIRM

(IF PRIME CONTRACTOR IS NOT FAMILIAR WITH CERTIFIED DBES TO PERFORM SERVICES, CONTACT THE PURCHASING DIVISION, DELLA ADAMS LEWIS, SENIOR BUYER/DBE COORDINATOR, (706) 225-3072.)

I UNDERSTAND THAT THIS PAGE IS CONSIDERED A BINDING PART OF MY RFP RESPONSE. The City expects the DBE subcontractor(s), presented above, to be utilized. Consequently, any changes in DBE utilization shall be forwarded to the Purchasing Division, in the event I am awarded the contract. The successful bidder will be required to provide DBE subcontractor payment information with each invoice. The City will not process payment until the information is received.

IT IS THE RESPONSIBILITY OF THE PRIME CONTRACTOR TO INSURE THAT ALL SUBCONTRACTORS HAVE VALID GEORGIA BUSINESS LICENSES.

AUTHORIZED SIGNATURE

DATE

**FORMAT FOR AFFIRMATIVE ACTION PROGRAM
ATTACHMENT 3
DEMOLITION SERVICES (ANNUAL CONTRACT)**

Consolidated Government of Columbus, Georgia
Post Office Box 1340
Columbus, Georgia 31902-1340

Re: Affirmative Action Program

To Purchasing Division Manager:

If this firm is the successful offeror for this contract, Equal Employment Opportunity and Equal Housing Opportunity will be the number one priority of our firm for the contract.

Our Affirmative Action Program to improve Equal Employment Opportunity (EEO) for minority groups will be accomplished by the following policies and procedures:

1. To take immediate steps to assure EEO in all aspects of employment regardless of race, religion, sex, color or national origin. Our subcontractors and we will follow these steps on this project.
2. We will attempt to achieve at least ____% (must be equal to, or great than, the minority population percentage for Columbus, Georgia) ratio of minority employees involved on this project.
3. All subcontractors will be encouraged to achieve____% minority employee ratio.
4. Equal opportunity plaques and posters will be placed on the job sites and in our offices.
5. Employee recruitment will be aimed at reaching the largest minority groups in the project area by the following ways:
 - A. Unions and employment agencies will be notified.
 - B. Minority leaders will be notified in writing as to our policies.
 - C. Newspapers ad asking for minority workers in all work categories.
 - D. Colleges and churches in the project area will be urged to help us reach and maintain our goal.
6. Our present employees will be encouraged to help seek minority workers.
7. Minority workers will be encouraged to improve their skills and job advancement through training and educational programs.
8. There will be no discrimination in any form or fashion in regard to pay, working conditions, hiring or terminating of minority employees.
9. Each member of our organization will take the responsibility of planning, supervising and coordinating EEO. We will be constantly reviewing our employees and our subcontractors' employees to see that the percentage ratio of minority workers is being maintained.
10. Minority subcontractors and subcontractors with minority representation have been and will continue to bid work for us on this project and other projects in the future, as we are an equal opportunity employer.
11. All of our newspaper ads, radio ads and billboard signs now display the EEO logotype.
12. _____, of this firm, is appointed as EEO Officer as coordinator among enforcement agencies, community action groups, and minority organizations, guaranteeing effective implementation of the Affirmative Action Program.

Our goal is to achieve _____% minority employee ratio for the project as soon as possible and no later than 50% of project completion.

The above policies will be in effect immediately and all employees and subcontractors will receive a copy of this affirmative action program.

Authorized Signature

Date

Print Name and Title of Signatory

**ATTACHMENT D
CONTRACT SIGNATURE PAGE**

ATTEST:
(SEAL)

By: _____

(Type or Print name and Title of Signatory)

Witness as to the Contractor

Company: _____

Witness as to the Contractor

Address: _____

Tax Identification Number: _____

Telephone: _____

Fax Number: _____

E-mail Address: _____

COLUMBUS CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA

Accepted this _____ day of _____, 2010

Isaiah Hugley, City Manager

Tiny Washington, Clerk of Council

APPROVED AS TO LEGAL FORM:

Clifton Fay, City Attorney

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

ATTACHMENT E

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
--	--	---

Print or type See specific instructions on page 2.	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 ▶
------------------	----------------------------	--------

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 businesses. 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,

ATTACHMENT F

VENDOR INFORMATION REGARDING "GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Accordingly, the following attachments relate to documentation you must provide the City regarding the number of employees you have.

The requirements of the new law shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of **500 or more employees;**
- (b) On or after July 1, 2008, to public employers, contractors, or subcontractors of **100 or more employees; and**
- (c) On or after July 1, 2009, to **all other** public employers, their contractors, or subcontractors.

On the next page you will be required to verify the number of employees in your company. **As of July 1, 2009, all contractors must also complete the attached "CONTRACTOR AFFIDAVIT AND AGREEMENT"**. Additionally, if you utilize subcontractors, they must complete the SUBCONTRACTOR AFFIDAVIT.

Vendors may view complete verbiage for the new law on the Purchasing Web Page:
[www.columbusga.org/Finance/Purchasing_docs/Georgia Security and Immigration Compliance Act of 2006.pdf](http://www.columbusga.org/Finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act_of_2006.pdf)

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

Effective for contracts commencing after July 1, 2007

REQUIRED CONTRACT CLAUSES

Compliance with the requirements of O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02 are conditions of this Contract.

Contractor affirms by checking the box below, the employee-number category applicable to the Contractor as required by O.C.G.A. §13-10-91:

"500 or more employees"

"100 or more employees"

"fewer than 100 employees,"

In the event the Contractor employs or contracts with any Subcontracted(s) in connection with the covered contract, the Contractor will secure from the Subcontractor(s) such Subcontractor(s)' indication of the employee-number category applicable to the Subcontractor.

The term "Subcontractor" includes a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

In accordance with the provisions of O.C.G.A. §13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered contract, the Contractor shall secure from such subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the Subcontractor's execution of the Subcontractor Affidavit in the form provided by Columbus, Georgia. The Contractor shall maintain records of such attestation for inspection by Columbus, Georgia at any time. Such Subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

The Contractor's compliance with the requirements of §O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by the execution of the Contractor Affidavit as provided by Columbus, Georgia and such affidavit must be attached to, and become a part of, the covered Contract.

The Contractor agrees that all portions of contracts pertaining to compliance with O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

Business Name: _____

Signature of Authorized Agent: _____

Print Name of Authorized Agent and Title: _____

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Columbus Consolidated Government, Columbus, Georgia, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Columbus Consolidated Government, Columbus, Georgia, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Columbus Consolidated Government, Columbus, Georgia, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 2010

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.

**"GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT" OF 2006
SUBCONTRACTOR AFFIDAVIT**

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

(Name of Contractor)

on behalf of **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 2010

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.