

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

Date: March 9, 2010

<p>REQUEST FOR PROPOSALS:</p> <p>RFP NO. 10-0019</p>	<p>Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:</p> <p>GRINDING & DISPOSAL OF YARD WASTE MATERIAL (ANNUAL CONTRACT)</p>
<p>GENERAL SCOPE</p>	<p>The City of Columbus invites qualified offerors to submit proposals to operate a program to Grind and Dispose of Yard Waste Material for the Columbus Consolidated Government.</p>
<p>DUE DATE</p>	<p>April 9, 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 Tenth Street, Columbus, GA.</p>
<p>HOW TO OBTAIN ADDENDA</p>	<p>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 SUBMISSION</p>	<p>If you are not interested in submitting a proposal for this RFP, please complete page 2 and return via email or fax to bhughey@columbusga.org or 706-653-4109.</p>

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

STATEMENT OF "NO PROPOSAL SUBMISSION"

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

Via fax or mail, to:

bhughey@columbusga.org

Fax number (706) 653-4109

Attn: Betty Hughey, CPPB, Buyer Specialist

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP NO. 10-0019** for **Grinding & Disposal of Yard Waste Material** for the following reason(s):

- Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- There is insufficient time to respond.
- We do not offer this product and/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 vendor list for this commodity or service.
- Other (specify below)

Comments _____

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

COMPANY NAME: _____

AGENT: _____

ADDRESS: _____

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.

**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.

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, which 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 bhughey@columbusga.org to submit inquiries regarding the bid.

QUESTION/CLARIFICATION FAX FORM

DATE: _____

TO: Betty Hughey, CPPB, Buyer Specialist
Email bhughey@columbusga.org or Fax (706) 653-4109

RE: RFP NO. 10-0019; Grinding & Disposal of Yard Waste Material
(Annual Contract)

.....
I HAVE THE FOLLOWING CONCERNS/QUESTIONS ABOUT THE SPECIFICATIONS:

From:

Company Name Website

Representative Email Address

Complete Address City State Zip Code

Telephone Number Fax Number

**COLUMBUS CONSOLIDATED GOVERNMENT
GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS**

**GRINDING & DISPOSAL OF YARD WASTE MATERIAL
(ANNUAL CONTRACT)**

The City of Columbus invites qualified firms to submit proposals for grinding and disposal of yard waste material on an “as needed basis”.

A. PROPOSAL SUBMITTAL DATE:

Sealed proposals are due: **APRIL 9, 2010, NO LATER THAN 5:00 P.M. (EDT).** *Submit one original and seven 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. 10-0019
Grinding & Disposal of Yard Waste Material
(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, directors 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 Director 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 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 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 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.

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

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

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.

REQUEST FOR PROPOSAL SPECIFICATIONS FOR GRINDING AND DISPOSAL OF YARD WASTE MATERIAL

I. OBJECTIVE

To operate a program that allows the contractor to Grind and Dispose of yard waste material for the Columbus Consolidated Government, Public Services. The Contractor will have the responsibility for marketing the end use of the material produced. The City-owned properties will be provided at no cost to the Contractor to conduct grinding operations. Locations for the operations to be conducted are:

Granite Bluff - 7589 River Road, Columbus, GA

Oxbow Meadows - 3491 S. Lumpkin Rd, Columbus, GA

II. CONTRACT TERM

The term of this contract shall be for two years, with the option to renew for three additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

Notice of intent to renew will be given to the contractor in writing by the Purchasing Division Manager, 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 approvals have been granted by the Council of the Consolidated Government of Columbus, GA (the City). In the event the necessary funding is not approved, the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has 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. CONTRACTOR RESPONSIBILITIES

Section A – Contract Requirements

- A. The Contractor shall furnish all necessary personnel, materials, and equipment to provide the services outlined in the Request for Proposal (RFP).
- B. The Contractor shall operate the grinding facility in accordance with all applicable local, state, and federal laws, rules, regulations, ordinances and guidelines.
- C. The Contractor shall be capable of processing approximately 30,000 tons of Yard Trash per year, beginning July 1, 2010 through June 30, 2011. The City makes no guarantee on the quantity of Yard Trash that will be brought into the Inert sites. A representative from the Public Services Department will contact the Contractor when services are necessary.

- D. The Contractor shall be responsible for the implementation and operation of the grinding facility. In addition, the Contractor shall be responsible for marketing, determining the end use of the material, and removal from the two designated sites.
- E. The Contractor shall provide a comprehensive description of the proposed services to be provided. The following, at a minimum, shall be provided:
1. Proposed hours of operation.
 2. Proposed final use of material.
 3. Proposed staffing requirement and list of responsibilities.
 4. Provisions of daily operations and maintenance, which shall incorporate, but not limited to the following:
 - a. Maintaining clean and orderly operation;
 - b. Dust control measures;
 - c. Noise attenuation measures to be employed;
 - d. Litter control measures;
 - e. Fire protection and control measures;
 - f. Odor control measures and practices;
 - g. Monitoring process to ensure compliance with local, state, and federal rules, regulations, ordinances, laws and guidelines;
 - h. Safety provisions; and,
 - i. Provisions for weighing vehicles;
 5. Proposed technology, and description of operation.
 6. Proposed equipment and construction/preparation requirements;
 7. Proposed emergency response, if needed (storm, etc.):
 - a. Throughout the term of the contract, it may become necessary for the Contractor to assist the City in providing emergency grinding and disposal services.
 - b. The Contractor shall provide telephone numbers at which a representative can be reached on a 24-hour emergency basis.
 - c. When severe winds, ice storms, or other conditions cause a need for emergency assistance, the Contractor shall respond and commence work as soon as possible after receiving the emergency request notification.
 - d. The cost will be equal to or the same as this contracted price.
 8. The Contractor shall be responsible for procurement and payment of all utilities associated with the operation of the grinding facility.
 9. The Contractor shall be held liable for all phases of the operation of the grinding facility.

Section B – Future Contract Requirements

The Columbus Consolidated Government has plans to develop a Composting facility some time during the course of this contract. When the Composting facility is built, the contractor will be required to grind, transport and offload the processed material at the compost site.

The city reserves the right to renegotiate this change in scope from the original contract and reach a fair and equitable price paid to the contractor. If no agreement can be reached with the Contractor, the City reserves the right to cancel the existing contract by giving 30 days written notice to the Contractor. The City may then revise and advertise the new specifications and award the contract according to the new requirements.

IV. 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

V. ADDENDA AND EXPLANATIONS

The vendor shall include acknowledgment of receipt of addenda (if applicable) in their sealed proposal. The vendor may provide an initialed copy of each addendum as requested under Proposal Submission Requirements, Section 2. **Any addenda for this project will be posted on the web page of the Finance Dept/Purchasing Division 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.**

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 the same by any person shall be unofficial and not binding on any party.

VI. PRICE ADJUSTMENT CLAUSE

The contract unit price shall remain firm for the first two years of the contract term. After the initial first 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.

VII. FUEL ADJUSTMENT

If for any reason fuel prices rise 25% or more above the baseline fuel cost during the course of the contract year and remain at or above the 25% threshold for at least 90 days, the contractor may petition the City for an adjustment to cover fuel costs. The contractor will provide proof and a history of fuel cost increases. The adjustment will be verified by the Purchasing Division, and the adjustment may be granted by the Purchasing Manager up to 5%. Upon the reduction of fuel prices to below the 25% threshold as compared to the baseline, the fuel adjustment will cease. The fuel baseline shall be the fuel cost according to City Public Service pricing the day the contract is approved by the Council. Note of the fuel cost will be made on the resolution adopting this contract.

VIII. 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.

IX. INSURANCE

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

Insurance requirements are listed on the attached **Insurance Checklist (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. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

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

X. 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 E must be complete and returned with proposal.

XI. 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 affecting 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.

XII. 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

XIII. 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

- A. 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.

- B. If a joint venture, or subcontracts are contemplated, provide the same information as in item A for each firm.

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:

- a. Provide an overview of the major features of the proposal. Include any suggestions, conclusions, recommendations or assumptions the Contractor believes to be significant to the understanding of the proposal.
- b. Provide responses to Statement of Bidder's Qualifications (**Attachment A**).
- c. Provide copy of all licenses required to perform the requirements of the services in the RFP specifications.

Section 4: Service Plan

- A. The Contractor shall describe the proposed plan for accomplishing each of the tasks outlined in Section III, "Contractor Responsibilities".
- B. Shall include all personnel, equipment and materials to be used.
- C. Offeror shall include any subcontractors proposed to participate in this project and shall be identified with their experiences and qualifications highlighted. The proposed project manager should be identified as well.
- D. Describe in detail the services to be provided by your firm.

Section 5: Client Work History

Provide at least three (3) clients for whom similar 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.

Section 6: Business Requirements

- A. Provide proof of insurance (**Attachment B**)
- B. Complete GSICA Form (**Attachment E**)
- C. Provide Tax Identification Number (**Attachment D**)
- D. Provide copy of Business License

Section 7: Cost Proposal

- A. The cost proposal tonnage fee shall include all equipment and personnel utilized to provide the services outlined in the RFP. The City cannot guarantee a minimum amount of Yard Trash tonnage to be processed on a monthly basis. *However, if additional cost is relative to providing this service, but may not be addressed in this proposal, please delineate cost in detail separately.*
- B. The anticipated revenue, if any, from the sale of the material should be stated. The beneficiary of the revenue should be provided. The rate should also be provided.

Section 8: Contract Signature Page

Complete **Attachment C**. City officials will sign the awarded vendor’s copy after City Council has approved the contract award.

XIV. 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	45%
B. Service Plan	40%
C. Client Work History	10%
D. Cost Proposal	5%

*Cost proposal is subject to negotiation.

Each of the above criteria (A – D) 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.

APPENDIX A

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, owned and available.
- (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.

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. 10-0019

INSURANCE CHECKLIST

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

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

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
	Comprehensive General Liability		
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
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	
	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	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	

	Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
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

CONTRACT SIGNATURE PAGE

ATTEST:
(SEAL)

By: _____

(Type or Print name and Title of Signatory)

Company: _____

Address: _____

Witness as to the Contractor

Witness as to the Contractor

Tax ID 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 C. Fay, City Attorney

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

ATTACHMENT D

<p>Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service</p>	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	<p>Give form to the requester. Do not send to the IRS.</p>
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 <i>How to get a TIN</i> on page 3.		
		Social security number : : : : : : OR Employer identification number : : : : : :
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
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:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
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:		
<ul style="list-style-type: none"> • 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:		
<ul style="list-style-type: none"> • The U.S. owner of a disregarded entity and not the entity, 		

ATTACHMENT E

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

"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.