

# 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](http://www.columbusga.org)

DATE: March 10, 2010

### REQUEST FOR PROPOSALS:

RFP NO. 10-0020

Offerors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:

### PROVISION, INSTALLATION, TESTING, AND SERVICE OF LPG PROPANE SYSTEMS AND VEHICLE REFUELING (ANNUAL CONTRACT)

<b>GENERAL SCOPE</b>	Turnkey installation to provide, install, test and service certified, LPG (Propane) motor fuel systems and Propane for refueling of vehicles.
<b>DUE DATE</b>	<b>April 9, 2010 – 5:00 PM (EST)</b> 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, 5 <sup>th</sup> Floor, Government Center, 100 10th Street, Columbus, GA.
<b>HOW TO OBTAIN ADDENDA</b>	<b>IMPORTANT INFORMATION</b> Any addenda for this project will be posted on the web page of the Finance Department/Purchasing Division ( <a href="http://www.columbusga.org/finance/proposals.htm">www.columbusga.org/finance/proposals.htm</a> ) . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
<b>NO PROPOSAL RESPONSE</b>	<i>If you are not interested in this invitation please email <a href="mailto:bhughey@columbusga.org">bhughey@columbusga.org</a> or complete the form on the back of this sheet and fax to 706-653-4109.</i>

*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](mailto:bhughey@columbusga.org)

We, the undersigned decline to bid on your **RFP No. 10-0020; Provision, Installation, Testing and Service of LPG Propane Systems and Vehicle Refueling (Annual Contract):**

- 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](mailto:bhughey@columbusga.org)

**FAX NO:** (706) 653-4109

**RE:** RFP No. 10-0020  
Provision, Installation, Testing and Service of LPG Propane Systems and Vehicle Refueling  
(Annual Contract)

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

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**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 YOUR QUESTION.**

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

**Provision, Installation, Testing and Service of LPG Propane Systems  
and Vehicle Refueling  
(Annual Contract)**

The consolidated Government of Columbus, Georgia (City) invites proposal submissions from qualified offerors for the **Provision, Installation, Testing and Service of LPG Propane Systems and Vehicle Refueling (Annual Contract)**.

**A. Proposal Submittal Date:**

Sealed proposals are due: **April 9, 2010, NO LATER THAN 5:00 P.M. (EST)**. *Submit one original and nine (9) 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. 10-0020**

**Provision, Installation, Testing and Service of LPG Propane Systems and Vehicle  
Refueling (Annual Contract)**

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

Deliver: **100 10<sup>th</sup> 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](http://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.

**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.**

**Columbus Consolidated Government  
Request for Proposals for  
Provision, Installation, Testing and Service of LPG Propane Systems  
and Vehicle Refueling  
(Annual Contract)**

**I. INTRODUCTION**

The Columbus Consolidated Government (the “City”) is seeking proposals from qualified contractors to provide, install, test and service certified, LPG (Propane) motor fuel systems and Propane for refueling of vehicles. This project would help the City meet its objectives to reduce Emissions, improve the Environment, reduce fuel costs and use a fuel that is produced primarily in the United States. Propane is used by over 12 million vehicles worldwide and has been classified as a clean, safe and efficient fuel. The *Clean Air Act of 1991* designates Propane as a qualified alternative fuel.

The City will utilize a pilot program, with a small number of vehicles, to test the effectiveness and logistics of alternative fuel program. If the pilot program is successful, additional vehicles will be added at the discretion of the City.

Qualified contractors must be able to assist the City with evaluating the performance of EPA certified, aftermarket Propane systems and quantifying the potential costs savings of utilizing Propane as a vehicular fuel.

*It is the City’s intent to contract with one vendor to provide this turnkey service.*

**II. SCOPE OF WORK**

The scope of the work and the deliverables are set forth below:

- The sale and installation of EPA certified “Bi-Fuel (propane/gasoline) Propane systems on a minimum of five (5) vehicles. During the pilot program the vehicles will be utilized by The Muscogee County Sheriff’s Department.
- The qualified contractor shall supply safety training on the proper handling of propane and the refueling of vehicle to appropriate City personnel.
- The qualified contract shall provide training to City mechanics regarding the following:
  - A. Automotive LPG Gasfitter
  - B. System Operation and Conversion
  - C. Service, Repair and Diagnosis
  - D. Installation Practices
  - E. LPG Licensing for four (4) mechanics to be certified to work on these vehicles.
- The qualified contractor will provide adequate, on-site refueling equipment to fuel the propane vehicles and insure there is an available supply of Propane at all times and shall maintain the refueling equipment in a timely manner at no charge to the City.
- The EPA certified Bi-Fuel propane systems must have a minimum of a 36 month/36,000 mile parts and labor warranty.
- The EPA certified Bi-Fuel propane systems must be fully sequential using only one engine Control Unit for a 4, 6, 8, or 10 cylinder system.
- The EPA certified Bi-Fuel propane system must have a minimum reduction in emissions as follows:

16% less CO<sub>2</sub>, 28% less CO, 35.6% less hydrocarbons, and 3.7% less NO<sub>x</sub>.

- Vendors shall conduct a refueling site study and present a site plan in their RFP response.
- The site shall meet the requirements of NFPA #58 and the Fire Safety Compliance Officer shall approve the site.
- Vendor must provide refueling on site with the ability/capability of tying into existing fuel management system, TRAX, (if applicable).
  - Note: vendor must provide the basic mechanical refueling system with the exception of vehicle crash protection and electrical at no charge.
- Vendor must provide initial and ongoing safety training on proper refueling of propane vehicles.
- Vendor must provide tax support including guidance on how to claim available tax incentives for propane fueled vehicles.
- Vendor must provide a competitive pricing structure based on a fixed margin over a publicized index (similar to “rack pricing” on gasoline) for the entire length of the contract.
- Vendor must provide a minimum of 3 existing customers as references.
- Vendor must have a live (7 day/24 hour) answering service for emergencies.
- Vendor must be able to respond to an emergency situation (gas leak, vehicle pull away, etc) within 3 hours.
- Vendor must provide on-going technical support for services and maintenance requirements of installed systems on converted vehicles.
- Evaluation Statement: The contractor must be able to provide documentation on performance criteria and economic benefits at the conclusion of a “trial” period on the initial vehicles tested. The City will provide timely fuel logs (including gallons, costs and odometer readings) to the contractor for assessment of fuel savings.

### **III. EXPERIENCE AND QUALIFICATIONS**

- Vendor must have a minimum of 10 years experience in the alternative fuels business
- Vendor must have completed conversions on (itself or through a partner) on a minimum of 300 vehicles in the past 4 years.
- EPA certified bi-fuel (propane/gasoline) conversion systems.
- Conversions must be done by a certified conversion center by trained mechanics on conversions, troubleshooting, warranty and safety.

### **IV. TERM OF CONTRACT**

The term of this contract shall be for three (3) years with the option to renew for two (2) twelve-month periods. The renewal of the contract is 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 Agent, normally sixty days before the expiration date of the current contract. This notice will 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, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied

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

**V. ADDENDA AND EXPLANATIONS**

The vendor shall include acknowledgment of receipt of addenda (if any) in their sealed bid. The vendor may provide an initialed copy of each addendum or initial the appropriate area on bid form (pricing page). **It is the bidder's responsibility to ensure that they have received all addenda. It is also the vendor's responsibility to check the City's website [www.columbusga.org/finance/proposals.htm](http://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.

**VI. 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.

**VII. 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. Insurance requirements are listed on the attached **Insurance Checklist (Attachment A)**. **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

**VIII. 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 B** must be completed and returned with proposal.

**IX. PROPOSAL SUBMISSION REQUIREMENTS**

The complete proposal shall contain the following information and shall be submitted in the order shown below. Any additional information that is felt relevant by the offeror, but does not apply to the categories listed, should be added after the items listed below.

**An offeror who submits a proposal, which does not address each of the sections specified below, will be deemed non-responsive, and the proposal submission will be deemed incomplete.**

Any additional information that is felt relevant by the firm, but does not apply to the categories listed, should be added after the items listed below.

**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 RFP process. The letter must be signed by an authorized agent of the 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](http://www.columbusga.org/finance/proposals.htm))

**Section 3: Qualifications/Experience**

- A. In this section the offeror shall show proof of the qualifications and experience as outlined in the specifications, per Section III, "Experience and Qualifications."
- B. Provide the names, resumes and office location of key personnel who will be assigned to this contract
- C. Provide copies of any applicable licenses, certificates required for this project.

**Section 4. Proposed System**

- A. Provide a detailed description of the proposed LPG Propane System
- B. Provide Warranty

**Section 5. Client Work History**

Provide a minimum of at least three (3) existing clients for whom the offeror is currently providing the same system/services. Include entity name, contact name, address, phone number, fax number, email address, date contract began and length of contract

**Section 6. Service Plan**

- A. The contractor must delineate the steps they will utilize to execute the initial system set-up/installation, conversion, testing, training, pilot program and the process to add additional vehicles.
- B. Provide Site Plan
- C. Include timeline for the Project: The commencement date; Completion date; Key stages and activities.

**Section 7. Business Requirements**

- (a) Provide proof of insurance (**Attachment A**)
- (b) Complete GSICA Form (**Attachment B**)
- (c) Provide copy of your current Business License
- (d) Form W-9 (**Attachment D**)

**Section 8. Cost Proposal**

- a. Cost proposal shall include the costs for EPA certified kits, installation of kits, refueling equipment costs and fuel costs.
- b. Cost-Benefit Analysis: An examination of the costs including equipment, installation and fuel. The contractor must be able to provide an analysis of the economic benefits of using Propane as a vehicular fuel.

**Section 9. Contract Signature Page**

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

**XI. RFP Evaluation:**

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

<b>Criteria</b>	<b>Weight</b>
A. Qualifications/Experiences	20%
B. Proposed System	35%
C. Client Work History	10%
D. Service Plan	30%
E. Cost Proposal*	5%

**\*Cost Proposal is subject to negotiations.**

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

<b>RATING</b>	
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**  
**PROVISION, INSTALLATION, TESTING, AND SERVICE OF LPG PROPANE**  
**SYSTEMS AND VEHICLE REFUELING**  
**(ANNUAL CONTRACT)**

**SOLICITATION ID: RFP NO. 10-0020**

**INSURANCE CHECKLIST**

**CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE**

**AND ENDORSEMENTS INDICATED BY "X"**

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

<b>Required Coverage(s)</b>		<b>Limits (Figures denote minimums)</b>	<b>Bidders Limits/Response</b>
<b>X</b>	<b>1. Worker's Compensation and Employer's Liability</b>	<b>STATUTORY REQUIREMENTS</b>	
	<b>Comprehensive General Liability:</b>		
<b>X</b>	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	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	
<b>X</b>	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	<b>Automobile Liability:</b>		
<b>X</b>	9. Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Other:</b>		
	10. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	11. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	12. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	13. Professional Liability	\$1 Million per occurrence/claim	
	14. Architects and Engineers	\$1 Million per occurrence/claim	
	15. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	16. Medical Malpractice	\$1 Million per occurrence/claim	
	17. Medical Professional Liability	\$1 Million per occurrence/claim	
	18. Dishonesty Bond		
	19. Builder's Risk	Provide Coverage in the full amount of contract	

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
20. XCU (Explosive, Collapse, Underground) Coverage		
21. USL&H (Long Shore Harbor Worker's Compensation Act)		
22. Contractor Pollution Liability	\$2 Million per occurrence/claim	
23. Environmental Impairment Liability	\$2 Million per occurrence/claim	
<input checked="" type="checkbox"/> 23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<input checked="" type="checkbox"/> 24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<input checked="" type="checkbox"/> 25. The City shall be named Additional Insured on all policies		
<input checked="" type="checkbox"/> 26. Certificate of Insurance shall show Bid Number and Bid Title		
27. Pollution:	\$2 Million per occurrence/claim	

**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: \_\_\_\_\_ SIGNATURE of AGENT: \_\_\_\_\_

**BIDDER'S STATEMENT:**

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

BIDDER NAME: \_\_\_\_\_ AUTHORIZED. SIGNATURE: \_\_\_\_\_

# ATTACHMENT B

## 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  
(Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Contractor

\_\_\_\_\_  
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 \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
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 \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
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.

**ATTACHMENT C  
CONTRACT SIGNATURE PAGE**

ATTEST:  
(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Type or Print name and Title of Signatory)

\_\_\_\_\_  
Witness as to the Contractor

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Witness as to the Contractor

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

COLUMBUS CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**Isaiah Hugley, City Manager**

\_\_\_\_\_  
**Tiny Washington, Clerk of Council**

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
**Clifton Fay, City Attorney**

# ATTACHMENT D

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	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.

Social security number
: : : : : : : : :
OR
Employer identification number
: : : : : : : : :

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

### 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.

<b>Sign Here</b>	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:

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

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

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

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