

**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: January 9, 2012

<p>REQUEST FOR PROPOSALS:  <b>RFP NO. 12-0015</b></p>	<p>Qualified firms are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of:  <b>Digital Audio/Video Court Recording System</b></p>
<p>GENERAL SCOPE</p>	<p>Columbus Consolidated Government is soliciting proposals for a Digital Audio/Video Court Recording System to be used by the Juvenile Court System.</p>
<p><b>MANDATORY PRE-PROPOSAL SITE VISIT</b></p>	<p><b>A <u>Mandatory</u> Pre-Proposal Site Visit is scheduled beginning at 2:00 PM (Eastern) on Friday, January 27, 2012 in the courtroom of Juvenile Court, 1<sup>st</sup> Floor, East Wing, of the Government Center Tower; located at 100 10<sup>th</sup> Street, Columbus, Georgia 31901.</b> Attendance at the Mandatory Pre-Proposal Site Visit is a requirement of this RFP. All vendors attending the Mandatory Pre-Proposal site visit must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers and e-mail address. Only vendors who have signed the attendance sheet will receive future addenda and will be allowed to submit a proposal.</p>
<p>DUE DATE</p>	<p><b>FEBRUARY 10, 2012 - 5:00 PM (EASTERN)</b>  Proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, 5<sup>th</sup> Floor, Government Center, 100 Tenth Street, Columbus, GA.</p>
<p>ADDENDA</p>	<p align="center"><b><u>IMPORTANT INFORMATION</u></b></p> <p>The Purchasing Division will post all addenda (if any) for this project at <a href="http://www.columbusga.org/finance/proposals.htm">http://www.columbusga.org/finance/proposals.htm</a>. <b>It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.</b></p>
<p>NO PROPOSAL SUBMISSION</p>	<p>Refer to the form on the reverse page if you are not interested in this invitation.</p>

*Andrea J. McCorvey*

Andrea J. McCorvey, CPPB  
Purchasing Division Manager

# STATEMENT OF "NO PROPOSAL SUBMISSION"

**Notify the Purchasing Division if you do not intend to submit a Proposal:**

Email [schandler@columbusga.org](mailto:schandler@columbusga.org) or return this form, via fax or mail, to:

Fax number (706) 653-4109

**Attn: Sandra Chandler, Buyer I**

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP NO. 12-0015** for **Digital Audio/Video Court Recording System** 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 bidders' list for this commodity or service.

**COMPANY NAME:** \_\_\_\_\_

**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 - \$25,000 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 \$25,000, 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.

**Email [schandler@columbusga.org](mailto:schandler@columbusga.org) or use the attached “Question/Clarification” Fax Form (On the reverse of this sheet) to submit questions.**

# QUESTION/CLARIFICATION FAX FORM

DATE: \_\_\_\_\_

TO: Sandra Chandler, Buyer I  
Email [schandler@columbusga.org](mailto:schandler@columbusga.org) or  
Fax (706) 653-4109

RE: **RFP No. 12-0015, Digital Audio/Video Court Recording System**

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**I have the following concerns/questions about the specifications:**

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From:

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Company Name	Website		
Representative		Email Address	
Complete Address	City	State	Zip Code
Telephone Number		Fax Number	

**MANDATORY**  
**PRE-PROPOSAL SITE VISIT**  
**ATTENDANCE CONFIRMATION**  
**FAX FORM**

Date: \_\_\_\_\_

To: Sandra Chandler, Buyer I  
Email: [schandler@columbusga.org](mailto:schandler@columbusga.org)  
Fax No. (706) 653-4109

Re: RFP No. 12-0015– **Digital Audio/Video Court Recording System**

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**I will attend the Mandatory Pre-Proposal Site Visit at 2:00 PM on Friday, January 27, 2012**

Vendors shall convene in the courtroom of **Juvenile Court, 1<sup>st</sup> Floor, East Wing of the Government Center Tower**, which is located at **100 10<sup>th</sup> Street, Columbus, GA 31901**.

Vendors will be allowed a 10-minute grace period. Any vendor who is not present in the courtroom within 10 minutes after the time slated for the beginning of the mandatory pre-proposal site visit shall not be allowed to participate any further in the proposal process.

The purpose of the site visit is to discuss any questions or concerns vendors may have regarding the specifications and to allow vendors to view the site. Vendors must notify Sandra Chandler, Buyer via email, [schandler@columbusga.org](mailto:schandler@columbusga.org) or fax number (706) 653-4109, to confirm attendance at the mandatory pre-proposal site visit.

All vendors attending the Mandatory Pre-Proposal Site Visit must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers and e-mail address. Only vendors who have signed the attendance(s) sheet will receive future addenda and will be allowed to bid on this proposal. Proposals received from vendors who do not attend the mandatory pre-proposal site visit will be deemed incomplete.

FROM:

_____			
Company Name	Website		
_____			
Contact Person	# of Representatives	Email Address	
_____			
Mailing Address	City	State	Zip
_____			
Telephone Number	Fax Number		

## **GENERAL PROVISIONS FOR Digital Audio/Video Court Recording System**

Columbus Consolidated Government is soliciting proposals for a Digital Audio/Video Court Recording System to be used by the Juvenile Court System.

**A. PROPOSAL SUBMITTAL DATE:**

**SEALED PROPOSALS ARE DUE: FEBRUARY 10, 2012 NO LATER THAN 5:00 PM (Eastern).** *Submit one original and five 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. 12-0015, Digital Audio/Video Court Recording System**

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 offeror 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 offeror 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 OFFERORS 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.**

**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.

**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 offerors 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. The costs proposed for the RFP shall be exclusive of taxes. 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.

**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 PROPOSALS**  
**Digital Audio/Video Court Recording System**  
**RFP NO. 12-0015**

**I. SCOPE OF SERVICES:**

Columbus Consolidated Government is soliciting proposals for a Digital Audio/Video Court Recording System to be used by the Juvenile Court System.

**II. MANDATORY PRE-PROPOSAL SITE VISIT:**

**A Mandatory Pre-Proposal Site Visit will be held at 2:00 PM on Friday, January 27, 2012 for the purpose of discussing this RFP, in the courtroom of Juvenile Court, 1<sup>st</sup> Floor, East Wing, of the Government Center Tower; located at 100 10<sup>th</sup> Street, Columbus, Georgia 31901.**

Attendance at the Mandatory Pre-Proposal Site Visit is a requirement of this RFP. All vendors attending the Mandatory Pre-Proposal site visit must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers and e-mail address. Only vendors who have signed the attendance sheet will receive future addenda and will be allowed to submit a proposal.

**III. REQUIREMENTS:**

- A. Must be digital.
- B. Capable of recording all court proceedings clearly and accurately.
- C. Able to store recordings on mainframe and disk back up for a minimum of 3 years as required by law.
- D. Recordings must be easily accessible by hearing date or other method.
- E. Ability to replay testimony easily.
- F. Secure back up system to eliminate potential of record loss.
- G. Ability to duplicate transcription information.
- H. Offeror must perform any necessary installation requirements.
- I. Offeror must provide training on the proper use of the system.
- J. Offeror must provide optional pricing for an annual DCR on-site service and support contract.

**IV. SELECTION CRITERIA:**

The successful vendor shall be determined by a selection committee after reviewing all proposals. The following criteria shall be considered by the committee members during the selection process:

- Ease of operation
- Ability to perform all required functions
- Training offered

## **V. INDEMNITY CLAUSE:**

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

## **VI. ACCEPTANCE:**

Before acceptance of the equipment from the successful bidder, the Purchaser shall have the right to inspect and test the equipment to ascertain that all requirements of these specifications have been met and that the equipment is proper and complete in every respect and in perfect working order. It is understood and agreed that at the time of delivery Purchaser shall have the right to make such test of the equipment prior to acceptance.

## **VII. DELIVERY:**

The equipment will be delivered by a factory authorized Delivery Technician **within 30 days or less** after receiving a purchase order. They shall provide the Purchaser with full instruction on operation, care, and maintenance of the equipment. The Technician shall be available as long as reasonably needed to demonstrate equipment functions and answer all questions.

The equipment will be delivered to:

Columbus Consolidated Government  
Attn: Mary Bode  
100 10<sup>th</sup> Street  
Juvenile Court, 1<sup>st</sup> Floor, East Wing  
Columbus, Georgia 31901

## **VIII. INSURANCE REQUIREMENTS:**

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 (See Attachment D)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The vendor shall complete the Insurance Checklist and include with proposal. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to the City, the vendor'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.

## **IX. PROPOSAL SUBMISSION REQUIREMENTS:**

*Submit one original and five 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 complete proposal shall contain the following information and shall be submitted in a binder, in the format shown below (*divide each section with identifying tabs*):

**Failure to adequately address each of the sections specified below will result in lower scores and may render the proposal non-responsive, and the proposal submission deemed incomplete.**

### **Section 1: Transmittal Letter:**

Transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name and email of contact person(s) during this proposal process. The transmittal letter must contain a statement to the effect that the proposal is binding for at least 180 days from the proposal date. An authorized agent of the firm must sign the transmittal letter.

### **Section 2: Addenda Acknowledgement:**

The Purchasing Division will post any and all addenda on its webpage at <http://www.columbusga.org/finance/proposals.htm>. Vendors are responsible for periodically visiting the web page for addenda, before the due date and before submitting a proposal.

### **Section 3: Software/Equipment Specifications:**

Offeror shall include literature, which fully describes the capabilities of the proposed software and equipment.

### **Section 4: Equipment Warranty:**

Offeror shall provide warranty information regarding the proposed equipment. The warranty shall be printed on the Manufacturers letterhead.

### **Section 5: Service and Support:**

- A. Include a time-line for delivery and installation after notification of award.
- B. Provide a description of the type of training that will be offered with the equipment.
- C. Provide a proposed annual DCR on-site service and support contract in accordance with the scope of services and the specifications.

### **Section 6: Client Work History:**

Provide at least five (5) clients for whom the firm has provided the same or similar court recording system. Include entity name, contact name, address, phone number, fax number, email address, total contract amount. (Refer to Attachment A)

### **Section 7: Business Requirements:**

- A. Complete and return the attached W-9 Form, Request for Taxpayer Identification Number and Certification (Attachment B)
- B. Complete and return the appropriate pages of the GSICA Forms (Attachment C)
- C. Provide proof of insurance. (Refer to Attachment D)
- D. Provide a copy of Business License  
Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct business at your location.

If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia. If you have questions regarding this requirement, please contact Yvonne Ivey, Occupation Tax Supervisor, 706-225-3091.

**Section 8: Cost Proposal:**

Delineate all costs associated with providing this software/equipment. In addition, delineate costs for all personnel, travel and materials, training and installation.

**Section 9: Agreements:**

Provide copies of any software or maintenance agreements the City will be required to sign.

**X. RFP EVALUATION:**

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

Criteria	Weight
A. Ease of Operation	20%
B. Ability to perform all required functions	50%
C. Training	15%
D. Client Work History	10%
E. *Cost	5%

\*Cost proposal is subject to negotiation

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

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

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

# ATTACHMENT A

## Client Work History Sheet Digital Audio/Video Court Recording System RFP No. 12-0015

Provide a listing of *the last (5) five municipalities for which you have provided similar software/equipment.*

1. Municipality: _____	Point of Contact: _____
Address: _____	
Telephone: _____	Email Address: _____
Project Cost: _____	Completion Date: _____
2. Municipality: _____	Point of Contact: _____
Address: _____	
Telephone: _____	Email Address: _____
Project Cost: _____	Completion Date: _____
3. Municipality: _____	Point of Contact: _____
Address: _____	
Telephone: _____	Email Address: _____
Project Cost: _____	Completion Date: _____
4. Municipality: _____	Point of Contact: _____
Address: _____	
Telephone: _____	Email Address: _____
Project Cost: _____	Completion Date: _____
5. Municipality: _____	Point of Contact: _____
Address: _____	
Telephone: _____	Email Address: _____
Project Cost: _____	Completion Date: _____

# ATTACHMENT B

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific  
Instructions on  
page 2.

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

### Part I Taxpayer Identification Number (TIN)

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

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,

**VENDOR INFORMATION REGARDING**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE**  
*and*  
**House Bill 87, also known as,**  
**The Illegal Immigration Reform and Enforcement Act of 2011**

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached **“CONTRACTOR AFFIDAVIT”\*\*\*\***. Additionally, if you utilize subcontractors, they must complete the **“SUBCONTRACTOR AFFIDAVIT”** and or the **“SUB-SUBCONTRACTOR AFFIDAVIT.”**

**\*\*\*\*In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.**

The complete verbiage for the law is on the Purchasing Web Page:  
[http://www.columbusga.org/finance/Purchasing\\_docs/Georgia\\_Security\\_and\\_Immigration\\_Compliance\\_Act.pdf](http://www.columbusga.org/finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act.pdf)

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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 engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"  
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)**

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*** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"  
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

By executing this affidavit, the undersigned sub-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 for

\_\_\_\_\_  
*(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)*  
and

\_\_\_\_\_  
*(Name of Contractor)*

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

\_\_\_\_\_  
*(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)*  
Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

\_\_\_\_\_  
*(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)*  
Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

## ATTACHMENT D

### Digital Audio/Video Court Recording System RFP No. 12-0015

**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
<b>X</b>	1. Worker's Compensation and Employer's Liability	<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	
<b>X</b>	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	
	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>	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
	<b>Others</b>		
	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	

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
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	
<b>X</b> 22. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
<b>X</b> 23. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
<b>X</b> 24. The City shall be named Additional Insured on all policies		
<b>X</b> 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: \_\_\_\_\_ SIGNATURE of AGENT: \_\_\_\_\_

**BIDDER'S STATEMENT:**

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

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