

COLUMBUS CONSOLIDATED GOVERNMENT
Georgia's First Consolidated Government



FINANCE DEPARTMENT
PURCHASING DIVISION

100 TENTH STREET, COLUMBUS, GEORGIA 31901
P. O. BOX 1340, COLUMBUS, GEORGIA 31902-1340
706-225-4087, Fax 706-225-3033
www.ColumbusGA.gov

Date: **October 28, 2021**

REQUEST FOR PROPOSALS: RFP No. 22-0007	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: VENDING MACHINE SERVICES (ANNUAL CONTRACT)
GENERAL SCOPE	Columbus Consolidated Government is seeking proposals from qualified vendors to provide vending machine services for various City Departments. The contract term shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.
SUBMISSION REQUIREMENTS	See <i>Appendix B</i> for Submission Requirements, Submission Requirements Checklist, and DemandStar Registration and Submission instructions.
DUE DATE	DECEMBER 10, 2021 – 2:30 PM (EASTERN) Responses must be submitted via DemandStar on or before the due date/time.
ADDENDA	<u>IMPORTANT INFORMATION</u> The Purchasing Division will post addenda (if any) for this project at https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 3.

Andrea J. McCorvey,
Purchasing Division Manager



IMPORTANT INFORMATION

e-Notification

The City uses the Georgia Procurement Registry e-notification system. You must register with the Team Georgia Market Place/Georgia Procurement Registry to receive future procurement notifications via <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>. If you have any questions or encounter any problems while registering, please contact the Team Georgia Marketplace Procurement Helpdesk:

Telephone: 404-657-6000

Fax: 404-657-8444

Email: procurementhelp@doas.ga.gov

STATEMENT OF "NO PROPOSAL SUBMISSION"

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

Email BidOpportunities@ColumbusGA.org or return this form, via fax or mail, to:

Fax number 706-225-3033

Attn: Heather Biddle, Buyer

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for RFP No. 22-0007 for Vending Machine Services (Annual Contract), 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.
- ☐ Other (specify below)

Comments

COMPANY NAME: _____

AGENT: _____

DATE: _____

EMAIL: _____

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

3-110 Competitive Sealed Proposals (Negotiations)

(1) Conditions for Use

When the Purchasing 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, specialized equipment, or supplies.

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

The public will be given adequate notice of the Request for Proposals, provided that, adequate notice shall mean at least fifteen (15) business days before the due date, which is stated in the Request. ***The City reserves the right to seek Request for Proposals in a shorter period, if necessary, as determined by the Purchasing Manager.***

Notice shall be published in a reasonable time before due date, contain a description of the procurement in general terms, as well as the place and due date for proposals, and appear in a newspaper(s) of general circulation, specifically the City's legal organ. In addition to publication in newspapers, notice shall also be made by electronic means, including posting on the Internet and on the City's government access television channel.

Public Works construction projects shall be advertised in accordance with Georgia State Law.

The City reserves the right to mail or e-mail invitations directly to vendors under the following circumstances:

- Solicitations for Specialized Equipment/Supplies
- Solicitations for Specialized Services
- Re-bid of Solicitations where normal advertising procedures netted no responses.
- Whenever deemed necessary by the Purchasing Manager.

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled 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 the relative importance of cost (when applicable) and other evaluation criteria.

E. Evaluation Process

An odd number of voting members of a Selection or Evaluation Committee shall evaluate all proposals received based upon the criteria stated in the Request for Proposals. Each voting Committee member shall grade each submitted proposal based upon the evaluation criteria.

F. 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.

G. 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, it may direct that further negotiations may take place with the recommended offeror, or that negotiations begin with the next most qualified offeror. Council may also exercise the option to reject all offers and instruct the Purchasing Manager to begin the procurement process again. The contract file shall contain the basis on which the award is made.

After contract award, the contract file, will be made public. Unsuccessful offerors will be afforded the opportunity to make an appointment with the Purchasing Division for a debriefing. After the award, the contract file and the unsuccessful proposals will become subject to disclosure under the Georgia Open Records Act.

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 CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. 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 EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

QUESTION/CLARIFICATION FORM

Date: _____

To: Heather Biddle, Buyer
Email BidOpportunities@ColumbusGA.org

Re: **Vending Machine Services (Annual Contract); RFP No. 22-0007**

.....
Questions and requests for clarification must be submitted at least five (5) business days before the due date:

From:

Company Name

Website

Representative

Email Address

Complete Address

City

State

Zip

Telephone Number

Fax Number

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

**VENDING MACHINE SERVICES
RFP No. 22-0007
(ANNUAL CONTRACT)**

The Consolidated Government of Columbus, Georgia (the City) invites proposal submissions from qualified vendors to provide vending machine services for various City Departments.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: DECEMBER 10, 2021 NO LATER THAN 2:30 PM (Eastern).

Submit one electronic response via DemandStar .

After award of Contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

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, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' 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.

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 solicitation 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.

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 of or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity 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. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE:

The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful vendor will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. INSURANCE:

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

R. 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.

S. 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.

T. TIME FOR CONSIDERATION:

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

U. CONTRACT AWARD:

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

V. 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.

W. GOVERNING LAW:

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

X. FINAL CONTRACT DOCUMENTS:

IT IS UNDERSTOOD THAT THE FINAL CONTRACT SHALL INCLUDE THE FOLLOWING: 1) THE RFP; 2) ADDENDA; 3) AWARDED VENDORS(S) RESPONSE; 4) AWARDED VENDOR(S) CLARIFICATIONS; 5) NEGOTIATED COMPONENTS; AND 6) AWARDED VENDOR(S) BUSINESS REQUIREMENTS.

Y. PAYMENT DEDUCTIONS:

The City reserves the right to deduct from payments to awarded vendor(s), any amount owed to the City for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

Z. PAYMENT TERMS:

THE CITY'S STANDARD PAYMENT TERM IS USUALLY NET 30 DAYS, AFTER SUCCESSFUL RECEIPT OF GOODS OR SERVICES. PAYMENT MAY TAKE LONGER IF INVOICE IS NOT PROPERLY DOCUMENTED OR NOT EASILY IDENTIFIABLE, GOODS/SERVICES ARE NOT ACCEPTABLE, OR INVOICE IS IN DISPUTE.

AA. RIGHT TO PROTEST:

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the Purchasing Manager initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification statements.
- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Council, Mayor, or City Manager makes a determination on the record that the award of the contract without delay is necessary to protect substantial interests of the City.

NOTICE TO VENDORS

Sec. 2-3.05. - Submitting bids to Consolidated Government, etc.—By mayor or councilmembers.

Neither the mayor nor any member of the Columbus Council shall submit any bid to the consolidated government, nor shall the mayor or any member of the Columbus Council own or have a substantial pecuniary interest in any business that submits a bid to the consolidated government. (Ord. No. 92-60, 6-23-92)

Sec. 2-3.06. - Same—By members of boards, authorities, commissions.

No member of any board or authority or commission or other independent or subordinate entity of the consolidated government shall submit any bid to the consolidated government or have a substantial pecuniary interest in any business that submits a bid to the consolidated government if such bid pertains to the board or authority or commission on which such person holds such membership. (Ord. No. 92-61, 6-23-92)

SPECIFICATIONS

VENDING MACHINE SERVICES (ANNUAL CONTRACT) RFP No. 22-0007

I. SCOPE AND BACKGROUND

It is the intent of the Columbus Consolidated Government (the City) to contract with a licensed and experienced firm to provide Vending Machine Services at various locations.

See *Appendix A* for Detailed Specifications and Service Requirements.

II. TERM OF CONTRACT

A. The term of this contract will be for two (2) years, with an option to renew for three (3) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor(s).

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Manager, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal.

It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Council of the Consolidated Government of Columbus, Georgia. In the event that the necessary funding is not approved, then the affected multi-year contract becomes null and void, effective July 1st of the fiscal year for which such approvals have been denied.

B. Termination for Convenience

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

III. 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.

IV. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the State of Georgia), Columbus Consolidated Government requires a notarized affidavit from the supplier attesting to the following:

(A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;

(B) The user identification number and date of authorization for the affiant;

(C) The affiant will continue to use the federal work authorization program throughout the contract period; and

(D) The affiant 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 same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

V. 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**. **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 name Columbus Consolidated Government as an additional insured, **as well as, list the applicable project or annual contract name, and/or solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

VI. PROPOSAL SUBMISSION REQUIREMENTS

Responses must be submitted via DemandStar. See [Appendix B](#) for information and instructions on how to register and submit proposals through DemandStar.

Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify Affidavit, the form titled "Communication Concerning This Solicitation", and the proposed cost, fees, etc.,* the City reserves the right to request any omitted information. Firms shall be notified, in writing, and shall have two (2) days after notification to submit the omitted information. If the omitted information is not received within two (2) days, the firm shall be deemed non-responsive and the proposal will not receive further consideration.

Section 1: Transmittal Letter

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

Section 2: Affidavit for E-Verify/Georgia Security and Immigration Compliance Act (*Form 1*)

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

To access your E-Verify Company Identification Number, see <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES>.

Section 3: Communication Concerning This Solicitation (*Form 2*)

Complete the form titled *Communication Concerning This Solicitation*.

Section 4: Addenda Acknowledgement (Form 3)

Acknowledge receipt for all addenda (if any). Addenda will be posted at: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.

Section 5: Exceptions to the RFP

A. List **ANY AND ALL** exceptions to the RFP specifications in this section of proposal submission. Exceptions listed in other areas of the vendor's submission will not be considered. All exceptions will be vetted during the RFP process, and if found unacceptable, the vendor's proposal will be rejected and no longer considered for award. Exceptions shall be considered by the Evaluation Committee. The vendor's proposal may not receive further consideration if exceptions are not acceptable and/or cannot be clarified to the Committee's satisfaction. Vendor's shall be notified in writing if exceptions are not acceptable. **PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.**

B. **VENDOR AGREEMENT/CONTRACT FORM**: Exceptions also include the terms of any contract or other agreements which the vendor or any subcontractors will require to be executed by the City.

C. If there are no exceptions, vendor must include a statement for this Section stating the following: No Exceptions.

Section 6: Offeror Qualifications/Experience

- A. Address in detail the firm's ability and experience providing the required services.
- B. Provide resumes and contact information of key personnel who will be assigned to the contract.

Section 7: 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. **(Form 4)**

Section 8: Vending Equipment

In this section, vendor shall provide literature of the types of all vending machine(s) that will be provided. As well as provide a synopsis of each machine's operation.

Section 9: Merchandise

In this section the vendor shall provide a listing of the various merchandise that will be offered for sale. Vendor shall also provide an itemized cost of all merchandise.

Section 10: Service Plan

Provide a detailed description of the offeror's plan to service this contract. Include the following:

- 1) Weekly servicing of the vending machines
- 2) Troubleshooting for inoperable machines
- 3) Turnaround time to replace inoperable machines
- 4) Expired products plan
- 5) Refund of monies plan

Section 11: Commission Statement

Vendor shall provide a written/signed statement confirming their agreement to pay the City, at least, 10% commission.

Section 12: Incentive Statement

Vendor shall describe any incentives they are willing to offer the City, i.e., snacks and/or drinks for special events, promotional items, etc.

Section 13: Contract Signature Page

Complete **Form 5**. City officials will sign the awarded vendor's copy after City Council has approved the contract award.

Section 14: Business Requirements

1. Provide Insurance Checklist (**Form 6**) *or* Certificate of Insurance
2. **Page 1** of form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
3. Provide a current 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, Revenue Division Manager, at telephone 706-225-3091.

XI. RFP EVALUATION

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

Criteria	Weight
A. Merchandise & Vending Equipment	30%
B. Service Plan	25%
C. Commission & Incentive Statement	20%
D. Qualifications & Experience	20%
E. Client Work History	5%

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:

RATING	DESCRIPTION
1-20	Poor
21-40	Fair
41-60	Good
61-80	Excellent

81-100	Superior
--------	----------

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

APPENDIX A

DETAILED SPECIFICATIONS AND SERVICE REQUIREMENTS

VENDING MACHINE SERVICES (ANNUAL CONTRACT) RFP No. 22-0007

1.0 SCOPE AND BACKGROUND

It is the intent of the Columbus Consolidated Government (the City) to contract with a licensed and experienced firm to provide Vending Machine Services at various locations.

Vending machines related to this contract are located as follows:

CURRENT LOCATIONS				
Facility Name		Address (All locations are Columbus, GA)	Hours of Operation	Current Machine(s)
Parks and Recreation				
1.	Columbus Aquatic Center	1603 Midtown Drive	Monday – Saturday 6:00AM – 8:00PM Sunday 12:00PM – 6:00PM	1 Snack
2.	Frank D. Chester Recreation and Senior Center	1441 Benning Drive	Recreation Center: Monday – Friday 11:00AM – 7:00PM Senior Center: Monday – Friday 8:00AM – 5:00PM	Rec Center 1 Snack Senior Center 1 Snack
3.	Northside Recreation Center	2010 American Way	Monday – Friday 11:00Am – 7:00PM	2 Snack
4.	Psalmond Road Recreation Center	6550 Psalmond Road	Monday – Friday 11:00AM – 7:00PM	1 Snack
5.	Shirley Winston Recreation Center	5025 Steam Mill Road	Monday - Friday 11:00AM – 7:00PM	1 Snack
Public Works				
1.	Fleet Maintenance Vehicle shop upstairs	1011 Cusseta Road	Monday – Friday 8:00 AM – 5:00PM	1 Snack
2.	Public Works Main Building	602 11 th Avenue	Monday – Friday 8:00AM – 5:00PM	1 Snack
3.	Recycle Center	8001 Pine Grove Way	Monday – Friday 8:00AM – 5:00PM	1 Snack
Columbus Consolidated Government				
1.	East Wing Second Floor	100 10 th Street	Monday – Friday 8:00AM – 5:00PM	1 Snack 1 Drink

CURRENT LOCATIONS				
Facility Name		Address (All locations are Columbus, GA)	Hours of Operation	Current Machine(s)
2.	West Wing Ground Floor	100 10 th Street	Monday – Friday 8:00AM – 5:00PM	1 Drink
Citizen Services Center				
1.	Citizen Services Center	3111 Citizens Way	Monday – Friday 8:00AM – 5:00PM	1 Snack
METRA Transit				
1.	Administration Building	814 Linwood Blvd	Monday – Friday 8:00AM – 5:00PM	1 Snack
2.	Maintenance Shop	814 Linwood Blvd	Monday – Friday 8:00AM – 5:00PM	1 Snack
3.	Transfer Center	814 Linwood Blvd	Monday – Friday 8:00AM – 5:00PM	1 Snack
Columbus Health Department				
1.	Health Department	5601 Veterans Parkway	Monday – Friday 8:00AM – 5:00PM	1 Snack 2 Drink

The following locations do not currently have vending machines on-site, but are requesting to be added:

REQUESTED MACHINES				
Facility Name		Address (All locations are Columbus, GA)	Hours of Operation	Requested Machine(s)
Parks and Recreation				
1.	29 th Street Recreation Center	501 29 th Street	Monday – Friday 11:00 AM – 6:00 PM Saturday 2:00 PM – 5:00 PM	1 Snack
2.	Gallops Senior Center	1212 15 th Street	Monday – Friday 8:00 AM – 4:00 PM	1 Snack
3.	Fox Senior Center	3720 5 th Avenue	Monday – Friday 8:00 AM – 4:00 PM	1 Snack
4.	Frank Chester Senior Center	141 Benning Drive	Monday – Friday 8:00 AM – 4:00 PM	1 Snack
Public Works				
1.	Animal Control Center	4910 Milgen Road	Monday – Friday 8:00 AM – 5:00PM	1 Snack

The City reserves the right to add or remove facilities to the contract as needed.

2.0 VENDOR REQUIREMENTS

2.1 EQUIPMENT

- A. Vendor will install, operate, maintain and service its vending equipment in a clean and sanitary condition in accordance with recognized standards and all federal, state and local laws, ordinances, regulations and rules.
- B. Except as otherwise agreed by the City, all machines installed shall be the latest state of the art model featuring high performance and technology at the beginning of the Contract. It is expected that the machines will be attractive, sanitary, safe, and reliable vending equipment of a type approved by the National Automatic Merchandising Association or recognized by the State or local Health Department. All vending machines must comply with the NAMA MDB (National Automated Merchandising Association Multi-Drop Bus) interface specification.
- C. The vendor must connect vending equipment to electrical circuits by plug only, using a cord of such length that neither the cord nor the plug is exposed to either side of the machine, or of a machine group if two or more are placed next to each other. No extension cords may be used. Maximum cord length is (10) feet. If machine uses a grounding circuit, then the Vendor is responsible for making certain that machines are grounded at all times. Any problems with electrical circuits must be reported to the City immediately.
- D. All machines shall be capable of vending various merchandise at various prices.
- E. Each machine shall be equipped to process cash and electronic payment transactions, to include, but not limited to: credit, debit, Apple Pay, and Tap to Pay.
- F. Adding or removing vending machines at a particular location shall be approved by both parties. This requirement does not apply to instances where the Contractor is switching, or substituting, machines with the same general capabilities.

2.2 MERCHANDISE

- A. Successful vending service will stock machines with quality products to be sold at reasonable prices as determined by Vendor and the City.
- B. Vendor shall provide at least three (3) healthy snacks in each machine, to include at least one (1) gluten free option. Merchandise advertised as “healthy” shall be clearly marked and easily identified as a healthy option by the user of the machine.
 - Machines placed in Parks and Recreation facilities shall have a minimum of four (4) healthy options, to include at least one (1) gluten free option. Merchandise shall be clearly marked and easily identified as a healthy option by the user of the machine.
- C. Drink machines shall include a selection of regular and diet soft drinks as well as water and tea. Other drink options may be requested to meet the needs of the individual Department/area in which drink machines are placed.
- D. All merchandise provided shall be new in first class condition and packaged in containers suitable for damage-free transport and storage.
- E. Merchandise shall be presented in a neat, tasteful and esthetically pleasing manner.
- F. Merchandise must be fresh and expiration dates clearly visible on the packaging.

- G. Vendor shall not allow expired merchandise to remain in vending machines. Vendor will describe in Service Plan how the Merchandise will be handled in this regard.
- H. Prices for merchandise shall be clearly marked for each item offered.
- I. Vendors may be requested to make a presentation of vending products.
- J. The City reserves the right to have the vendor remove/replace merchandise that does not meet the spirit of these specifications.

2.3 SERVICE

- A. All vending machines will be filled and serviced at least once a week.
- B. A service staff will be on call twenty-four (24) hours a day, seven (7) days a week for any service problems that are due to the malfunction of any equipment. All service calls must be responded to within three (3) hours.
- C. Vendor will provide twenty-four (24) hour turn around when machines are in need of maintenance.
- D. Vendor will provide the City with working telephone numbers to ensure that City personnel can reach vendor at all times.
- E. Vendor shall clearly label machines with phone number and contact information in the event a refund is required. The City does not keep cash on hand at any of its facilities.
- F. Vendor is responsible for the behavior of its representatives in department facilities.
- G. Service personnel shall have uniforms with company name/logo clearly visible.
- H. Service personnel shall sign in with appropriate City staff prior to servicing equipment.

2.4 OPERATION

- A. Vendor will maintain all necessary permits, licenses, approvals and renewals required for the operation of its Services on the Premises.
- B. Vendor will maintain accurate records of all merchandise, inventory and sales in connection with the operation of its Services hereunder. The City will have the right to inspect such records upon reasonable notice during normal business hours at the Vendor's location where such records are normally maintained.
- C. It is mutually understood and agreed, and it is the intent of the parties that an independent Vendor relationship is hereby established; that employees of the Vendor are not nor shall they be deemed to be employees of the City; and the employees of the City are not nor shall they be deemed to be employees of Vendor.
- D. All equipment and automatic vending machines provided by Vendor whereunder will at all times remain the property of the Vendor, with title vested in Vendor, and the City shall have no property interest in said vending machines and/or other equipment. The City agrees to permit only employees and agents of Vendor to remove, open or tamper with Vendor's equipment.
- E. In the event a facility is shut down temporarily, all merchandise shall be removed by vendor in as timely a manner as possible, but no longer than ten (10) days after notification of the closure. It is requested that machines remain on-site during temporary closure(s) in order to re-open as quickly as possible.

- F. The City shall not be liable for any loss or damage suffered by the Vendor arising out of the interruption or cessation of this Agreement or for any loss suffered by the Vendor in the performance of its obligations under this Agreement, resulting from any strike or other work stoppage; breakdown or failure of apparatus or equipment or the building; any temporary stoppage for repairing, improvement or replacement thereof; any order or act of any official or agency of local, state or federal government; or any act or condition beyond its control.

Due to the possibility of construction and/or relocation of Departments within the next two years, the location(s) of vending machines may be subject to change. Contractor will be notified of changes, if applicable, to allow for placement in new area(s).

3.0 FEE/INVOICES AND REPORTS

- A. In return for the right to operate vending machines, the Vendor shall pay commission to the City in the amount of at least 10% of the gross sales, on a monthly basis.
- B. Monthly payments shall commence on the month following the first contract month the vendor begins service.
- C. The monthly payment shall be paid to the City by the 10th of each month.
- D. A computer printout of all sales from all machines will accompany the payment.
- E. The monthly payment shall be paid as follows:
- Checks shall be made payable to: “**Columbus Consolidated Government**”.
 - Checks shall be mailed/delivered to the following address:

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

Attn: Purchasing Division, RFP No. 22-0007

In the event machines are added to this contract for other areas, payment procedures will be established per the specific area.

4.0 AUDITS

The Internal Auditor for Columbus Consolidated Government will have the right to inspect and audit the books and records of the vendor.

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.

See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.

Information is available at: http://www.dol.state.ga.us/spotlight/sp_sb_529_new_rules.htm

**CONTRACTOR AFFIDAVIT
E-VERIFY / GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT**

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:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

Vending Machine Services (Annual Contract); RFP No. 22-0007

Name of Project

Columbus Consolidated Government

Name of Public Employer

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

Executed on _____, ____, 20__ 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 _____, 20__.

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's proposal non-responsive and ineligible for further consideration.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....

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 CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. 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. 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 EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

**ADDENDA ACKNOWLEDGEMENT
VENDING MACHINE SERVICES
RFP No. 22-0007
(ANNUAL CONTRACT)**

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm. It is the vendors' responsibility to periodically visit the page to check for addenda, ***both before the due date and prior to submitting a response in DemandStar.***

IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____
Addendum No. ____ dated _____	Addendum No. ____ dated _____

IF NO ADDENDA WERE ISSUED:

By signing below, I acknowledge that I reviewed the Bid Opportunities page referenced above on _____ and did not see any addenda listed for this solicitation.

(date)

Business Name	Date
----------------------	-------------

Authorized Signature	Print Name
-----------------------------	-------------------

**CLIENT WORK HISTORY
VENDING MACHINE SERVICES
RFP No. 22-0007
(ANNUAL CONTRACT)**

Provide at least three (3) clients for whom the firm has provided same, or similar, services. Include entity name, contact name, address, phone number, email address, date contract began and length of contract.

Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	
Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	
Client:	Contract Amount:
	Start Date: End Date:
Address:	Contact:
	Telephone:
	Email:
Description of services:	

Company Name**Authorized Signature Print Name of Signatory****Date**

**CONTRACT SIGNATURE PAGE
VENDING MACHINE SERVICES
RFP No. 22-0007
(ANNUAL CONTRACT)**

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Witness as to the signing of the contract

By: _____
Signature of Authorized Representative Date

Witness as to the signing of the contract

Print Name and Title of Signatory

(Corporate seal, if applicable)

Company Name

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____ Fax _____

Telephone: _____ Fax _____

CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA

Accepted this ____ day of _____ 20 ____

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Sandra T. Davis, Clerk of Council

**INSURANCE CHECKLIST
VENDING MACHINE SERVICES
RFP No. 22-0007
(ANNUAL CONTRACT)**

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

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

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

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

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

BIDDER'S STATEMENT:

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

BIDDER NAME: _____

AUTHORIZED.SIGNATURE:_____

DEMANDSTAR SUBMISSION INFORMATION

Responses must be submitted via DemandStar. See following pages for Submission Requirements Checklist, Registering for DemandStar and Responding to an Electronic Bid in DemandStar.

There is no cost to submit responses electronically through DemandStar; you will only incur a fee if you opt to receive e-notifications directly from DemandStar. You must select "Columbus Consolidated Government" as your free agency (see registration instructions). Solicitations may be accessed thru the DemandStar link

that is posted at

https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

Per Georgia HB489, the Purchasing Division will continue to post solicitations on the Georgia Procurement Registry. To receive future procurement notifications, you must register with the Team Georgia Marketplace at <http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier>.

Excluding responses to Requests for Proposals (RFP), a tabulation of responses will be available on DemandStar shortly after the solicitation closes. The Purchasing Division will also continue to post tabulations at

https://www.columbusga.gov/finance/purchasing/docs/tabulations/bid_tabulations.htm.

Failure to submit electronic responses, via DemandStar, will result in the rejection of your response. Submittals received via U.S. Postal Service, FedEx, UPS, etc., will be returned unopened at the expense of the sender. The Purchasing Division will not accept hand-delivered submittals and will immediately discard any submittal left in the reception area of the Finance Department.

The Purchasing Division sincerely appreciates your cooperation during these unprecedented times.

ELECTRONIC PROPOSAL SUBMISSION CHECKLIST

Vending Machine Services

RFP No. 22-0007

Please submit your electronic response as indicated below:

IMPORTANT NOTICE:

1. Vendors shall submit **only** the required documents listed using the “**Bidder Response ALL Documents**” function.
2. **Zip files with multiple files are not acceptable**; vendors shall submit one PDF file of their submittal.
3. Due to file size limitations, please **do not resend the City’s full specifications document (RFP)** as this information is already on file.
4. **In the event DemandStar requires a dollar value for your submittal, enter “0”.**

- ☐ 1. TRANSMITTAL LETTER
- ☐ 2. AFFIDAVIT FOR E-VERIFY/GSICA (FORM 1)
- ☐ 3. COMMUNICATION CONCERNING THIS SOLICITATION (FORM 2)
- ☐ 4. ADDENDA ACKNOWLEDGEMENT (FORM 3)
- ☐ 5. EXCEPTIONS TO RFP
- ☐ 6. OFFEROR QUALIFICATIONS/EXPERIENCE
- ☐ 7. CLIENT WORK HISTORY (FORM 4)
- ☐ 8. VENDING EQUIPMENT
- ☐ 9. MERCHANDISE
- ☐ 10. SERVICE PLAN
- ☐ 11. COMMISSION STATEMENT
- ☐ 12. INCENTIVE STATEMENT
- ☐ 13. CONTRACT SIGNATURE PAGE (FORM 5)
- ☐ 14. BUSINESS REQUIREMENTS:
 - Insurance Checklist (Form 6)
 - **Page 1** of Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>)
 - Business License

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide two (2) identical hard copies of submitted proposal with original signatures.

Registering for DemandStar



We are pleased to announce our membership in the DemandStar network. DemandStar is an online marketplace that connects our suppliers directly to the bids, quotes and RFPs that matter to them.

DemandStar is open and accessible to all businesses and provides instant access to our solicitations. By registering for your complimentary DemandStar account, you will receive:

- **Instant** access to bids, quotes and RFPs
- **Automatic** notifications, right to you inbox, of bids that match the commodity codes you select
- The ability to **quickly view** the contractual terms and scope of work
- All the **forms and documents** you need in one place
- Access to **more government bids** in neighboring cities, counties and states

It's EASY! Get started with these 3 easy steps!

1 REGISTER

Go to:

<https://www.demandstar.com/registration>

Create an Account with DemandStar

You are one step away from picking your free government agency

Email Address

Your email address here

Company Name

Your company name here

☐ I accept the DemandStar [Terms of Use](#) and [Privacy Policy](#)

Next



2019 DemandStar® Corporation. All Rights Reserved.
206.940.0305

2 CHOOSE YOUR FREE AGENCY

Type in the name of the government agency you'd like to add, for example "City of Metropolis" in the Search Box

Choose Your Free Agency

Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

City of Metropolis

Narrow down your search by selecting a state and county.

State

Select State

County

Select County

- ☐ City of Metropolis – Board of Commisioners
- ☐ City of Metropolis Purchasing
- ☒ Metropolis Technical College

3 CHECK OUT

Check out with your **FREE AGENCY** Registration by clicking "Skip for now" on the page where it gives you options to add additional counties and States

You have chosen **Metropolis Technical College** as your free agency. Add additional government agencies below for \$25 per County, Statewide and National subscriptions available.

My Subscriptions [0]

Nation (0)

States (0)

Counties (0)

		Your Current Rate
Total	(0 subscriptions)	\$0/year

Proceed to Checkout



Skip for Now

SIGN UP

Visit www.demandstar.com



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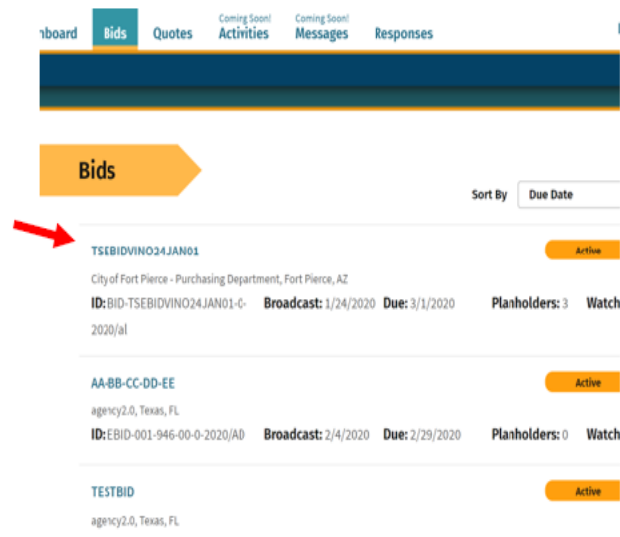
Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name



Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on "Submit E-Bid Proposal"

TESTBID

Bid Details

Agency Name	agency2.0
Bid Number	EBID-123456-0-2020/AD
Bid ID	EBID-123456-0-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/04/2020 14:00 EST (ET)
Fiscal Year	2020
Due	02/04/2020 11:00 PM (EST)
Bid Status Text	BID OPEN

Scope of Work

scope of work

Documents

Filename	Type	Date Modified	Status
file	document	02/04/2020	Complete

Distribution Info

Bid Bond	None
Plan (Diagram)	None
E-Bidding	Enabled
Distributed By	admin@agency2.0
Distribution Method	Download (PDF)
Distribution Options	Bidder has no items associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

View Log (0)

Pre-Bid Conference

No Pre-Bid Conference Data Found

Commodity Code

000-000-000 Miscellaneous Services

Submit E-Bid Proposal

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under "E-Bid Progress"

Enter "0" as your bid (proposal) amount.

(As cost proposals remain confidential until after contract award (if any), Columbus Consolidated Government will not consider proposed costs, fees, revenues, etc., that are entered directly into DemandStar.)

DEMANDSTAR Dashboard **Bids** Quotes **E-Bid Response** **My Bid Response** **Robyn Gallardi**

Bid Details

Agency Name	agency2.0
Bid Number	EBID-123456-0-2020/AD
Bid Due Date	02/04/2020 (PST)
Bid Opening	23 days, 04 hours, 23 minutes, 04 seconds Remaining
Bid Name	TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2

City
Pittsburgh

Country
United States of America

State/Province
Pennsylvania

County
Select...

Postal Code
15230-0717

Phone Number
4127876820

Extension
Extension

Bid Amount
127,000

Alternate Bid Amount
Alternate Bid Amount

Notes
For the full 6 month contract

Next

Step 4

After you click NEXT on the Contract Information page, you will be directed to enter the documents required.

Create one (1) file containing only the required documents listed on the "Electronic Proposal Submission Checklist" page of the specifications and upload using the "Bidder Response ALL Documents" function.

NOTE: Do not enter information using the "Supplemental Documents" function.

Due to file size limitations, please do not include the City's specification document in your uploaded response as this information is already on file. Font and page limitations may also apply.

BEST PRACTICE TIP: In some instances, multiple addenda may be issued for a solicitation. To avoid having to re-upload your firm's response file multiple times, it is **recommended** that vendors upload within five (5) business days of the due date. The City posts all documents, to include addenda, on the Finance Department Bid Opportunities web page: https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportunities.htm.

The screenshot shows the DEMANDSTAR E-Bid Response interface. On the left, the 'Bid Details' section includes Agency Name (agency01), Bid Number (E01-123456-0-00010), Bid Due Date (02/28/2020 09:01), Bid Opening (15 days, 14 hours, 35 minutes, 47 seconds Remaining), and Bid Name (703792). The 'E-Bid Progress' section shows 'Contract Information' and 'Documents Upload' as completed steps. The main 'E-Bid Response' section has a 'Required Documents' area with a list of 'Agency Accepted File Formats' including PDF, Word, and Excel files. Below this is a 'Required Document' section with a dropdown menu and a 'Choose a File' button. To the right is a 'Supplemental Documents' section with a text input field and an 'Add Document' button. A green arrow labeled 'UPLOAD COMPLETE FILE' points to the 'Required Documents' section, and a red arrow labeled 'DO NOT USE SUPPLEMENTAL DOCUMENTS' points to the 'Supplemental Documents' section.

Step 5

Review Your E-Bid Response, and if everything is correct, then press "Submit Response"

You are done! And the government to which you've submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot shows the DEMANDSTAR 'Review Your E-Bid Response' page. The left sidebar shows the same 'Bid Details' as in Step 4. The main content area is titled 'Review Your E-Bid Response' and includes a 'Contact Info' section with fields for Company Name, Address 1, Address 2, City, State, Country, Postal Code, and Phone Number. Below this is an 'Agency Required Documents' section with a dropdown menu and a 'Choose a File' button. To the right is a 'Supplemental Documents' section with a text input field and an 'Add Document' button. At the bottom right, there is a red arrow pointing to the 'Submit Response' button.