## 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 <u>www.columbusga.org</u>

## Date: October 14, 2021

REQUEST FOR	Qualified vendors are invited to submit sealed proposals, subject to conditions and	
PROPOSALS:	instructions as specified, for the furnishing of:	
RFP No. 22-0011	PROFESSIONAL SERVICES FOR REMEDIATION AND DISPOSAL OF ENVIRONMENTAL HAZARDOUS CHEMICALS AND WASTE (Annual Contract)	
GENERAL SCOPE	The Consolidated Government of Columbus, Georgia (the City) is soliciting proposals from qualified firms to provide professional consulting, construction, equipment, labor and transport services on an "as needed" basis for the remediation and disposal of environmental hazardous chemicals and waste. The contract period shall be for two (2) years with the option to renew for three (3) additional twelve- month periods. The City may award this contract to a Primary and Secondary Contractor. The services of the Secondary Contractor will be required in instances when the Primary Contractor is unavailable.	
DUE DATE	NOVEMBER 12, 2021 – 5:00 PM (Eastern)	
SUBMISSION REQUIREMENTS	<b>Bid responses must be submitted via DemandStar.</b> See Appendix A through D for Submission Requirements, Submission Requirements Checklist, DemandStar Registration and Submission Instructions.	
ADDENDA	The Purchasing Division will post addenda (if any) for this project at <u>https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid_Opportun</u> <u>ities.htm</u> . It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and prior to submitting a response.	
NO SUBMITTAL	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 Marketplace to receive future procurement notifications at <a href="http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier">http://doas.ga.gov/state-purchasing/suppliers/getting-started-as-a-supplier</a>.

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 SUBMITTAL" RESPONSE

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

Email:BidOpportunities@ColumbusGa.orgFax:706-225-3033Attn:Patti Postorino, Buyer<br/>Columbus Consolidated Government<br/>Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for <u>RFP No. 22-0011; Professional Services for</u> <u>Remediation and Disposal of Environmental Hazardous Chemicals and Waste (Annual Contract)</u> 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:\_\_\_\_\_

REPRESENTATIVE:\_\_\_\_\_

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

TELEPHONE:\_\_\_\_\_

EMAIL:\_\_\_\_\_

### 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 (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. <u>Request for Proposals</u>

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. <u>Receipt of Proposals</u>

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 OUESTIONS OR ANY CONCERNS ABOUT THE SOLICITATION. **OUESTIONS.** OTHER 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: Patti Postorino, Buyer Email <u>BidOpportunities@ColumbusGA.org</u> or Fax (706) 225-3033

Re: Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals and Waste (Annual Contract) – RFP No. 22-0011

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

From:

Company Name	Website		
Representative	Email Addre	88	
Complete Address	City	State	Zip
Telephone Number	Fax Number		

## **COLUMBUS CONSOLIDATED GOVERNMENT**

## **GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS**

## Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals and Waste (Annual Contract) RFP No. 22-0011

The Consolidated Government of Columbus, Georgia (the City) is soliciting proposals from qualified firms to provide professional consulting, construction, equipment, labor and transport services, on an "as needed" basis, for the remediation and disposal of environmental hazardous chemicals and waste. The contract period shall be for two (2) years with the option to renew for three (3) additional twelve-month periods. The City may award this contract to a Primary and a Secondary Contractor. The services of the Secondary Contractor will be required in instances when the Primary Contractor is unavailable.

## A. **PROPOSAL SUBMITTAL DATE:**

**PROPOSALS ARE DUE:** <u>NOVEMBER 12, 2021 NO LATER THAN 5:00 PM (Eastern)</u>. *Submit one electronic response via DemandStar.* 

After award of Contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy 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. <u>RECEIPT OF PROPOSALS:</u>

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. <u>SUBCONTRACTING:</u>

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. <u>QUESTIONS ABOUT THE RFP:</u>

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. <u>PUBLIC INFORMATION:</u>

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. <u>ADDENDA:</u>

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. <u>CONTRACT:</u>

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. <u>NON-COLLUSION:</u>

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. <u>INDEMNITY:</u>

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.

## 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. <u>AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE</u>:

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. <u>SPECIFICATION DESCRIPTIONS:</u>

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. <u>TAXES:</u>

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. <u>DRUG-FREE WORKPLACE:</u>

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. <u>FEDERAL, STATE, LOCAL LAWS:</u>

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. <u>PROVISIONS OF THE PROCUREMENT ORDINANCE:</u>

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. The Procurement Ordinance is codified on Section 2-3.03 of the Columbus Code and can be accessed through the City's website at https://library.municode.com/ga/columbus/codes/code\_of\_ordinances.

## Q. <u>INSURANCE:</u>

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

## R. <u>HOLD HARMLESS AGREEMENT:</u>

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. <u>TERMINATION OF CONTRACT:</u>

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 contract or omeet 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. <u>TIME FOR CONSIDERATION:</u>

Due to the evaluation process, proposals must remain in effect for at least **180 days** after date of receipt.

## U. <u>CONTRACT AWARD:</u>

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

## V. <u>REQUEST FOR EVALUATION RESULTS:</u>

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. <u>GOVERNING LAW:</u>

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

### X. <u>FINAL CONTRACT DOCUMENTS</u>:

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. <u>PAYMENT DEDUCTIONS</u>:

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. <u>PAYMENT TERMS</u>:

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. <u>Right of Protest</u>. 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. <u>Stay of Procurement During Protests</u>. 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)

## GENERAL SPECIFICATIONS REQUEST FOR PROPOSAL

## Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals and Waste (Annual Contract) RFP No. 22-0011

### I. SCOPE

The Consolidated Government of Columbus, Georgia (the City) is soliciting proposals from qualified firms to provide professional consulting, construction, equipment, labor and transport services, on an "as needed" basis, for the remediation and disposal of environmental hazardous chemicals and waste.

### II. CONTRACT AWARD

This contract may be awarded to a Primary and Secondary Contractor. When items on this contract are needed, the Primary Contractor will be contacted first. <u>If the Primary Contractor is unavailable, then the Secondary Contractor will be contacted</u>. "Unavailable" refers to not being able to respond in a timely manner (2 hours). Because of unusual weather conditions, that time may be reduced depending on the circumstances.

### III. CONTRACT TERM

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

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

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

#### **B.** Termination of Convenience

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

#### IV. PRICE ADJUSTMENT CLAUSE

Contract pricing shall remain fixed for the initial 2-year term of the contract. After the initial term, Contractor may request a price escalation by submitting a fully documented request (i.e. documentation from manufacturers illustrating the necessity to implement price increases). *Request for price increases, without documentation, shall not be considered.* Such escalation shall not exceed a five percent (5%) increase. The using department(s) and the Purchasing Manager will review the request and shall approve or disapprove the increases based on budget constraints and other price comparisons.

If for any reason the contractor has a price increase that exceeds five percent (5%), the price increase will be evaluated on a case-by-case basis. The City and the Contractor will have the option to discuss and make adjustments to the requested increase. If either party declines approval of the adjustments, the contract will be considered cancelled on the scheduled expiration date of the contract.

### 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. 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 (*Form 7*). 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 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.

#### VII. E-VERIFY/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: <u>http://www.audits.ga.gov/NALGAD/IllegalImmigrationReformandEnforcementAct.html</u>. 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.

#### VIII. PROPOSAL PREPARATION AND SUBMISSION

**Bid responses must be submitted via DemandStar.** See Appendices A through D for information and instructions on how to register and submit proposals through DemandStar.

#### **Proposal Submission Requirements**

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section, of your proposal, with identifying tabs. Firms should submit proposals that address each of the sections specified below. *With the exception of the E-Verify affidavit (Form 1) and the form titled "Communication Concerning This Solicitation" (Form 2)*, 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 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: E-Verify Affidavit (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.** Additional information regarding the State's E-Verify requirements can be found at: <u>https://www.audits.ga.gov/NALGAD/IllegaIImmigrationReformandEnforcementAct.html</u>

#### Section 3: Communication Concerning This Solicitation (Form 2) Complete the form titled Communication Concerning This Solicitation

#### Section 4: Addenda Acknowledgement (Form 3)

Use **Form 3** to acknowledge receipt for all addenda (if any). Addenda will be posted at: <u>https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm</u>. 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 RFP

- A. List <u>ANY AND ALL</u> 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. Vendors shall be notified in writing if exceptions are not acceptable. <u>PLEASE NOTE: EXCEPTIONS TO THE RFP GENERAL PROVISIONS WILL NOT BE CONSIDERED, AND IF SUBMITTED WILL AUTOMATICALLY RENDER THE RESPONSE NON-RESPONSIVE.</u>
- B. <u>VENDOR AGREEMENT/CONTRACT FORM</u>: 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: Qualifications and Experience (*Form 4*)

Address in detail the firm's ability and experience to qualify as a "responsible, responsive offeror" by completing the <u>Statement of Vendor Qualifications</u> form.

#### Section 7: Service Plan

Describe in narrative form the technical plan for accomplishing the services described in the Technical Specifications.

#### Section 8: Response Time

Provide an estimated response time for emergency and non-emergency requests for services.

#### Section 9: Client Work History (Form 5, two pages)

List the last five clients for which your company has provided the same or similar services. Include entity name, street address, phone number, fax number, contact name and email address.

#### Section 10: Cost Proposal (Pages 20-21)

- A. Define in detail the proposed methodology to be used to charge the City for services.
- B. Cost proposal shall include a list of all heavy equipment classifications that may be involved in this service and state a firm fixed price per hour for the use of the equipment.
- C. Cost proposal shall include a list of all labor classifications that may be involved in this service and state a firm fixed price per hour for each labor classification.
- D. Cost proposal shall include the pricing for pick-up, transport and disposal of absorbent materials in 55-gallon drums.
- E. Delineate all other cost associated with providing the service requested in the RFP.

#### Section 11: Contract Signature Page (Form 6)

Complete *Form 6*. City officials will sign the copies after Columbus Council approves the contract award with the successful firm (*see note below*). Per the General Provisions, Page 11, Item X, the final contract shall include the following: 1) The RFP; 2) Addenda; 3) Awarded Vendor(s) response; 4) Awarded Vendor(s) Clarifications; 5) Negotiated Components; and 6) Awarded Vendor(s) Business Requirements.

Please note: After award of contract by Columbus Council, awarded vendor will be notified to provide one (1) identical hard copy of submitted proposal with original signatures.

Section 12:Proof of Insurance (Form 7)Provide Insurance Checklist (Form 7) or Certificate of Insurance.

#### Section 13: Form W-9, Request for Taxpayer Identification Number and Certification Complete and return Page 1 of the Form W-9, which is available at <u>https://www.irs.gov/pub/irs-pdf/fw9.pdf</u>

#### Section 14: Business License (Occupational License)

Provide a current <u>copy</u> of the Business License (Occupational 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. <u>RFP EVALUATION</u>

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

Criteria	Weight
A. Qualifications/Experience	35%
B. Service Plan	35%
C. Response Time	20%
D. Client Work History	5%
E. Cost Proposal	5%
Total	100%

## COST IS SUBJECT TO NEGOTIATIONS.

Each criterion (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. Offerors will be ranked in descending order of numerical predominance.

## TECHNICAL SPECIFICATIONS

## Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals and Waste (Annual Contract) RFP No. 22-0011

#### I. SCOPE OF SERVICES

- **A.** Provide consulting services for remediation, on an "as needed" basis to the Consolidated Government of Columbus, Georgia for contaminated sites of or relating to the Consolidated Government of Columbus, Georgia, as well as, provide waste hauling services. Hazardous materials may be solid and/or liquid.
- **B.** Be responsible for replacing tank(s), piping and valves at any site(s) that have a leaking underground storage tank. Replacement will be determined by location; tank(s) located at fire stations will be removed; those located at City fuel points will be replaced.
- **C.** Provide for the pickup, transportation, packaging, labeling, manifesting, waste stream approval, and disposal of contaminated products (sand/soil, sorbets, small amounts of gasoline, diesel fuel, battery acid, antifreeze, etc.). Successful offeror shall be responsible for placing hazardous materials in the proper containers for safe disposal. To reduce hazardous waste weight, the contractor should contract with a recycling facility for the safe disposal of whole batteries as universal waste versus landfill disposal.
- **D.** Provide twelve, 55-gallon metal, open lid drums to store contaminated materials. When filled, drums are picked up, on an "as needed" basis, and replaced with the same number and type.
- **E.** Provide construction services in environmentally sensitive areas. For the purpose of this contract environmentally sensitive areas would be those that contain potentially hazardous waste or matter or areas that are protected and/or regulated by Federal and State regulations, i.e. state waters, wetlands, landfills, fueling facilities, etc.
- **F.** <u>The City is not agreeable to separating out the collection and disposal of drummed waste from the professional services portion of the RFP.</u>
- **G.** Successful offeror must insure strict compliance with all applicable codes, laws regulations, rules, standards and statutes to eliminate any violation or liability on part of the Consolidated Government of Columbus, Georgia for services provided on consulting, transporting, labeling, manifesting and disposal of contaminated sites and materials.

#### H. Volumes and Types of Waste

The volumes and types of waste to be remediated and disposed of under this contract will be identified (if possible) and quantity estimated at each incident. The City will not guarantee that it will generate or collect during the contract year any type(s) and/or quantities of wastes. PRICE QUOTES WILL BE BASED ON EACH SPECIFIC INCIDENT AND QUOTED AT AN HOURLY RATE. THIS IS DUE TO THE DIFFERENT CHARACTERISTICS OF THE WASTE(S), QUANTITY AND LOCATION.

- **I.** In accordance with local, state and federal regulations, shall be responsible for emergency response to catastrophic incidents such as an overturned tanker leaking thousands of gallons.
- J. Be responsible for the forty-five (45) locations/facilities applicable to this contract, in addition to emergency response locations. Locations include fourteen (14) fire stations, and thirty-one (31) Public Works sites. Columbus facility locations include both small quantity generators (SQG) and conditionally exempt SQG. Some generate more than 100 kilograms, but less than 1000 kilograms of hazardous waste per month; some generate 100 kilograms or less per month of hazardous waste, and some 1 kilogram or less per month of acutely hazardous waste. All SQG locations have an EPA ID Number.

## II. VENDOR QUALIFICATIONS

#### This information is requested to gain information about the company submitting a proposal for the RFP.

**A.** The work to be accomplished under this Contract requires technical expertise. Incorrect work could result in a threat to the public health, welfare or environment. In reviewing proposals to determine who is the most responsive, responsible, qualified offeror, the City will take into consideration the extent to which the proposal conforms to the specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The City specifically reserves the right to reject any proposals for which the offeror fails to demonstrate the ability to provide the service required in a responsible manner. The following information shall be provided to allow the City to determine whether the vendor is qualified to perform the work specified. (Complete Form 4, <u>Statement of Vendor Qualifications</u>).

#### B. Permits, Licenses, Fees and Taxes

In submitting the proposal, the offeror is understood to have obtained, and shall maintain during the term of the contract and any subsequent renewals, all licenses, permits authorizations, and any documents required by federal, state, county and municipal governments as well as any other authorities wherever necessary to enable the Contractor to conduct the work required under the terms of this contract.

The offeror is further understood to have <u>included in the cost proposal all applicable taxes and fees</u> necessary to accomplish the tasks under this contract.

#### C. Proof of Qualifications

The successful offeror will be required to furnish copies of (O.S.H.A. Required) Training Certificates for all required training relating to Hazardous waste operations and emergency response. Additionally, copies of medical surveillance/monitoring and current physical will also be furnished.

### III. PAYMENT

If a person or party creates an incident that requires the remediation and/or disposal of environmentally hazardous chemicals or waste, and the responsible person or party does not reimburse the awarded contractor for the remediation/disposal services, then Columbus Consolidated Government <u>will not</u> be held responsible for payment. If a responsible party cannot be determined upon arrival at the scene, the City <u>will be</u> responsible for the charges related to the clean-up.

### IV. CONTRACT INFORMATION

#### A. Contract Advisor

The City's designated Contract Advisors, Mike Higgins and Brent Morris, of the Fire/EMS Department will provide assistance with the overall administration of this contract. The Contract Advisor, upon request, will assist City departments and facilities in the use of services provided through this Contract or the Department, at its option, may request contractor services directly. The Contract Advisor, upon request, will also provide assistance to the Contractor in the delivery of services under this contract. Billing and payment will be directly between Contract Advisor and the Contractor.

#### **B.** Compliance with Laws

The Contractor shall comply with all federal, state and local laws in implementing the terms of the Contract.

#### C. Worker Health and Safety

The Contractor shall ensure that all personnel of the Contractor and subcontractors have received health and safety training appropriate to the tasks that personnel are engaged in under this contract. The Site Health and Safety Plan developed by the Contractor shall be strictly enforced by the Contractor on the site at all times. The Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. The Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract.

## COST PROPOSAL (Page 1 of 2) RFP NO. 22-0011

## Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals / Waste (Annual Contract)

**I.** THE OFFEROR SHALL LIST ALL <u>HEAVY EQUIPMENT CLASSIFICATIONS</u> THAT MAY BE INVOLVED IN THIS SERVICE AND STATE A FIRM FIXED PRICE PER HOUR FOR THE USE OF THE EQUIPMENT.

#### **VENDOR NAME:**

EQUIPMENT CLASSIFICATIONS	COST PER HOUR FOR ACUTAL WORKING ON SITE
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$
14.	\$
15.	\$
16.	\$

## COST PROPOSAL (Page 2 of 2) RFP NO. 22-0011

### Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals / Waste (Annual Contract)

# **II.** THE OFFEROR SHALL LIST ALL <u>LABOR CLASSIFICATIONS</u> THAT MAY BE INVOLVED IN THIS SERVICE, AND STATE A FIRM FIXED PRICE PER HOUR EACH CLASSIFICATION.

### VENDOR NAME:

LABOR CLASSIFICATION (Code Number and Description)	COST PER HOUR ON-SITE	COST PER HOUR TRAVEL	COST PER HOUR OVERTIME/HOLIDAY
1.	\$	\$	\$
2.	\$	\$	\$
3.	\$	\$	\$
4.	\$	\$	\$
5.	\$	\$	\$
6.	\$	\$	\$

# **III.**THE OFFEROR SHALL LIST THE COST FOR <u>PICK-UP, TRANSPORT AND DISPOSAL</u> OF ABSORBENT MATERIALS.

#### **VENDOR NAME:**

DESCRIPTION	COST - PER TON
Pickup and Transport – 55 Gallon Drums	\$
Disposal of 55 Gallon	\$
Provide 55 Gallon Open Top Drums	\$
OTHER	

**Authorized Signature** 

Date

Print Name and Title of Signatory

#### CONTRACTOR AFFIDAVIT FORM 1 **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 ( <i>numerical, 4-7 digits</i> )	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

Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals / Waste (Annual Contract); RFP No. 22-0011 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	,, 20in	(city),	(state).
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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.

## FORM 2 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 nonresponsive and I will no longer be considered in the solicitation process.

Vendor Name: \_

Print Name of Authorized Agent: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

## FORM 3 <u>ADDENDA ACKNOWLEDGEMENT</u> Professional Services for Remediation of Environmental Hazardous Chemicals/Waste (Annual Contract) RFP No. 22-0011

The Purchasing Division will post addenda (if any) on the Bid Opportunities page: <u>https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm</u>. 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** 

## FORM 4

## **STATEMENT OF VENDOR QUALIFICATIONS**

## Professional Services for Remediation of Environmental Hazardous Chemicals/Waste (Annual Contract) RFP No. 22-0011

- 1. Company Name: \_\_\_\_\_\_
- 2. Permanent Main Office Address: \_\_\_\_\_
- 3. When was company organized? If a Corporation, when/where incorporated? \_\_\_\_\_\_
- 4. The vendor must be engaged full time in packaging, labeling, manifesting, transportation and disposal of hazardous chemicals/waste, special waste and remediation. How many years have you been engaged in this type of service under your present company/trade name?
- 5. Must have a Professional Engineer on staff. Submit resume(s) of Engineer(s).
- 6. List names of other potential personnel that will be assigned to this project and include their qualifications:
- 7. Have you ever failed to complete a project and/or defaulted on a contract? If so, specify when, where and with whom:
- 8. Submit Certification as to familiarity with all laws, regulations, statutes and ordinances relating to the packaging, labeling, manifesting, transportation and disposal of hazardous chemicals/waste and must demonstrate experience in the handling of these waste and remediation.
- 9. Submit written approval to use a permitted landfill.
- 10. Provide an itemized list of heavy equipment available, on-site, and the hourly rate for each piece of equipment. (See Cost Proposal, Page 1 of 2)
- 11. Provide the number of available, trained, certified and qualified employees that can be mobilized and respond to mitigate/remediate an incident. Provide the time frame for mobilization and response within the boundaries of Columbus, Georgia.
- 12. Provide a list of Sub-Contractors, qualifications of sub-contractors, and proposed percentage mark-up cost.
- 13. Provide the minimum time frame, if any, the City will be charged for personnel and/or equipment.

Signature of Authorized Representative

**Print Name and Title of Signatory** 

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

FORM 5 Page 1 of 2

## 2 <u>CLIENT WORK HISTORY</u> Professional Services for Remediation of Environmental Hazardous Chemicals/Waste (Annual Contract) - RFP No. 22-0011

List the last five clients for which your company has provided the same or similar services.

Client Name:	Contract Begin Date:	
Contact Name:	Contract End Date:	
Inmate Population:	Annual Contract Value:	
Address:	Telephone Number:	
	E-Mail Address:	
Description of Services:		
Client Name:	Contract Begin Date:	
Contact Name:	Contract End Date:	
Inmate Population:	Annual Contract Value:	
Address:	Telephone Number:	
	E-Mail Address:	
Description of Services:	I	
Client Name:	Contract Begin Date:	
Contact Name:	Contract End Date:	
Inmate Population:	Annual Contract Value:	
Address:	Telephone Number:	
	E-Mail Address:	
Description of Services:		

**Company Name** 

Authorized Signature

**Print Name of Signatory** 

Date



## **CLIENT WORK HISTORY**

## Professional Services for Remediation of Environmental Hazardous Chemical/Waste (Annual Contract) - RFP No. 22-0011

List the last five clients for which your company has provided the same or similar services.

Client Name:	Contract Begin Date:	
Contact Name:	Contract End Date:	
Inmate Population:	Annual Contract Value:	
Address:	Telephone Number:	
	E-Mail Address:	
Description of Services:		
Client Name:	Contract Begin Date:	
Contact Name:	Contract End Date:	
Inmate Population:	Annual Contract Value:	
Address:	Telephone Number:	
	E-Mail Address:	
Description of Services:		

**Company Name** 

Authorized Signature

**Print Name of Signatory** 

Date



## **CONTRACT SIGNATURE PAGE**

## Professional Services for Environmental Hazardous Chemicals/Waste (Annual Contract) RFP No. 21-0011

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	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:
Email:	Email:
Telephone:	Telephone:
Fax:	Fax:
Accepted this day of2	• APPROVED AS TO LEGAL FORM:
Isaiah Hugley, City Manager	Clifton C. Fay, City Attorney
ATTEST:	

#### Sandra T. Davis, Clerk of Council



## **INSURANCE CHECKLIST**

## Professional Services for Environmental Hazardous Chemicals/Waste (Annual Contract) RFP No. 21-0011

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

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

	<b>Required Coverage(s)</b>	Limits	Bidders	
X	1. Worker's Compensation and Employer's Liability	(Figures denote minimums) STATUTORY REQUIREMENTS	Limits/Response	
	Comprehensive General Liability			
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate		
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate		
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate		
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate		
	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		
X	Others 8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim		
X	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		
X	<ol> <li>Professional Liability</li> <li>Architects and Engineers</li> </ol>	<ul><li>\$1 Million per occurrence/claim</li><li>\$1 Million per occurrence/claim</li></ul>		
	<ol> <li>Asbestos Removal Liability</li> <li>Medical Malpractice</li> </ol>	\$2 Million per occurrence/claim \$1 Million per occurrence/claim		
	<ol> <li>Medical Professional Liability</li> <li>Dishonesty Bond</li> <li>Disider's Disk</li> </ol>	\$1 Million per occurrence/claim		
	17. Builder's Risk	Provide Coverage in the full amount of contract		

	<b>Required Coverage(s)</b>	Limits	Bidders			
		(Figures denote minimums)	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	\$2 Million per occurrence/claim				
	Liability					
Χ	22. Carrier Rating shall be Best's Rati					
Χ	23. Notice of Cancellation, non-renew					
	shall be provided to City at least 30 days prior to action.					
Χ	X 24. The City shall be named Additional Insured on all policies					
Χ	25. Certificate of Insurance shall show					
	26. Pollution:	. 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 **<u>Bidders Limits/Response</u>** column of the insurance checklist.

## **<u>BIDDER'S STATEMENT</u>**:

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

BIDDER NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE:

## **APPENDIX A**

# DEMANDSTAR SUBMISSION INFORMATION

Due to the COVID-19 pandemic, the Purchasing Division is suspending the receipt of hard copies of sealed responses and public solicitation openings until further notice. Effective immediately, responses must be submitted via DemandStar. See Appendices B, C & D 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

<u>https://www.columbusga.gov/finance/purchasing/docs/opportunities/Bid\_Opportunities.htm</u>. 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 <u>http://doas.ga.gov/state-</u> <u>purchasing/suppliers/getting-started-as-a-supplier</u>.

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 SUBMITTAL CHECKLIST**

Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals / Waste (Annual Contract) RFP No. 21-0011

## Please submit your electronic response as instructed below:

## Submit your electronic response as instructed below:

- 1. Vendors shall submit <u>only</u> 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** as this information is already on file.
- 4. In the event DemandStar requires a dollar value for your submittal, enter "0".

## See Pages 16-17, Sections 1 - 14

- 1. Transmittal Letter
- 2. E-Verify Affidavit (Form 1)
- 3. Communication Concerning this Solicitation (Form 2)
- 4. Addenda Acknowledgement (Form 3)
- 5. Exceptions to RFP
- 6. Qualifications/Experience (*Form 4*)
- 7. Client Work History (Form 5, two pages)
- 8. Service Plan
- 9. Response Time
- 10. Cost Proposal (*Pages 21-22*)
- □ 11. Contract Signature Page (Form 6)
- 12. Insurance Checklist (*Form 7*) or Certificate of Insurance
- 13. W-9 Form (<u>https://www.irs.gov/pub/irs-pdf/fw9.pdf</u>) Page 1 only
- 14. Business License (Occupation License)

Please note: After award of contract by Columbus City Council, awarded vendor will be notified to provide one (1) identical hard copy 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



## 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** $\leftarrow$

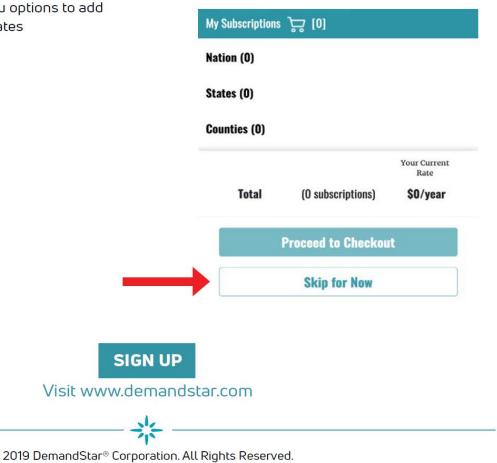
Receive full access to the government agency of your choice and receive advance notifications of new opportunities.

Narrow down your searc	h by s	selecting a state and county.	
State	(	County	
Select State	•	Select County	•
<ul> <li>City of Metropiolis – Board</li> <li>City of Metropolis Purchasing</li> </ul>		ommisioners	

Metropolis Technical College

S

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



206.940.0305

## **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

# 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

board	Bids	Quotes	Coming Soon! Activities	Coming Soon! Messages	Responses		
		_					
E	Bids						
						Sort By Due Da	te
	TOPPIDI	NO24JAN01				_	Artive
			ring Decartme	nt, Fort Pierce, AZ			Active
		SEBIDVINO24.			020 Due: 3/1/2020	Planholders:	3 Wate
	2020/al						
	AA-BB-CC	-DD-EE				•	Active
	agency2.0,	Texas, FL					
	ID:EBID-	001-946-00-0-	2020/AD B	roadcast: 2/4/20	20 Due: 2/29/2020	Planholders:	0 Watc
	TESTBID					-	Active
	agency2.0,	Texas, FL					

# 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			Active
Bid Details			
Agency Name	agency2.0		
Bid mriter	agencyic o d		
Bid ID	END-125429-0-0222 AD		
Bid Type	180-040		
Broadcast Date	12/16/2021 2:40 AM Deutern		
Fiscal Year	2020		
Due	10/28/2021 11:00 PM Bedern		
Bid Status Text	BID STATUS		
Scope of Work			
800pe to Work			
Documents			
filerame	Type	Date Modified	Status
fare	Attach mant	00,04,0000	Complete
Distribution Info			
Bid Bond	line		
Plan (blasprint)	Nore		
- C-Bidding	librit		
Distributed By	Demendoser		
Distribution Method	pownload and mail		
Distribution Options	sidhes no blueprints essocieted withit		
Project Estimated Budget	5120.000.00		
Distribution Notes	lione		
Publications			
View Legel Ad			
Pre-Bid Conference			
No Pre-Gid Conference Data Pou	rd .		
Commodite Code			
Commodity Code			

## Step 3

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

If there is not a total bid amount in your submission, please put "0"

Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"

-¢- DEMANDSTAR	Dashboard	Bids	Quotes	Coming Sooni Activities	Coming Sooni Messages	Responses	Robyn Galiardi 👻
© Home > Bids > TESTER	> My Ebid Response						Save & Finish Later X Cancel
Bid Details			E-E	id Respon	ise		
Agency Name Bid Number Bid Due Date	agency2.0 EBID-123456-0-2020/AD 02/29/2020 (PST)		Cor	Company Na Calgon Cart			
Bid Opening Bid Name	23 days, 04 hours, 23 minutes, 54 seconds Remaining TESTRID			Address 1 P. O. Box 71 Address 2 Address 2	7		
E-Bid Progress	rmation			City Pittsburgh		(sploral)	
Documents ( Review Bid	lpfoad			Country United Stat	es of Ame $\sim$	State/Province Pennsylvania	
				Select		Postal Code 15230-0717	
				Phone Numl 4127876810		Extension Extension (optional)	
				Bid Amount 127,000	Ing	Alternate Bid Amount Alternate Bid Amount (sptional)	
				Notes For the full	6 month contrac	x	
						(sptional) Next	

## Step 4

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

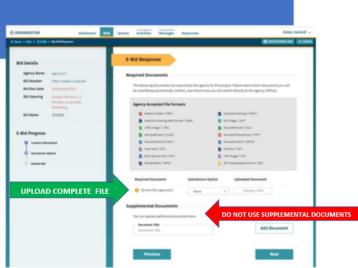
Create one (1) file containing **only** the required documents listed on the "*Electronic Proposal Submission Checklist*" page of the specifications and upload using the "**Bidder Response ALL Documents**" function.

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

Due to file size limitations, please <u>do not</u> 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/purchasi ng/docs/opportunities/Bid\_Opportunities.htm.



## 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.

