

COLUMBUS CONSOLIDATED GOVERNMENT

Georgia's First Consolidated Government



FINANCE DEPARTMENT PURCHASING DIVISION

100 TENTH STREET, P. O. BOX 1340
COLUMBUS, GEORGIA 31902-1340
706-653-4105, Fax 706-653-4109
BidLine 706-225-4536
WWW.COLUMBUSGA.ORG

November 19, 2009

REQUEST FOR PROPOSALS: RFP NO. 10-0009	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: MOBILE SATELLITE INTERNET SYSTEM
GENERAL SCOPE	The Emergency Management Division of the Columbus Fire and Emergency Medical Services, Columbus Consolidated Government (the City) desires to purchase a mobile satellite Internet system to be installed on the mobile command vehicle to make possible functional communications during emergencies and disasters.
DUE DATE	DECEMBER 16, 2009 - 5:00 PM (EASTERN) Proposals must be received and date/time stamped on or before the due date by the Finance Department/Purchasing Division of Columbus Consolidated Government, 5 th Floor, Government Center, 100 10th Street, Columbus, Ga.
HOW TO OBTAIN SPECIFICATIONS AND ADDENDA	IMPORTANT INFORMATION Any addenda for this solicitation will be posted on the web page of the Purchasing Division, at http://www.columbusga.org/finance/proposals.htm . It is the vendors' responsibility to periodically visit the web page for addenda before the due date and prior to submitting a proposal.
NO PROPOSAL SUBMISSION	Refer to page 2 if you are not interested in this invitation.

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

STATEMENT OF "NO BID"

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

Email schandler@columbusga.org or return this form, via fax or mail, to:

Fax number (706) 653-4109

Attn: Sandra Chandler, Buyer I

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP NO. 10-0009** for **Mobile Satellite Internet System** for the following reason(s):

- ☐ Specifications are too "tight", i.e. geared towards one brand or manufacturer (explain below)
- ☐ There is insufficient time to respond.
- ☐ We do not offer this product and/or service.
- ☐ We are unable to meet specifications.
- ☐ We are unable to meet bond requirements.
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet insurance requirements.
- ☐ Remove us from your vendor list for this commodity or service.
- ☐ Other (specify below)

Remarks: _____

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

COMPANY NAME: _____

AGENT: _____

DATE: _____

EMAIL: _____

TELEPHONE NUMBER: _____

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

3-110 Competitive Sealed Proposals (Competitive Sealed Negotiations) For Equipment, Supplies or Professional Services - \$10,000 and Above

(1) Conditions for Use

When the Purchasing Division Manager determines that the use of competitive sealed bidding for any procurement is either not practicable or not advantageous to the City, a contract may be entered into using the competitive sealed proposals (negotiation) method. In addition, the competitive sealed proposal process shall be used for the procurement of professional services.

The competitive sealed proposal process may be used for procurements with an estimated total cost less than \$10,000, if deemed to be in the best interest of the City. If the total cost can be determined, the authority to approve such solicitations will be as prescribed by Article 3-104, Purchasing Limits. If, due to the required services, a total cost cannot be determined then the award recommendation will be approved by Council.

A. Request for Proposals

Proposals shall be solicited through Request for Proposals. The Purchasing Division shall establish the specifications with the using agency and set the date and time to receive proposals. The request for proposal shall include a clear and accurate description of the technical requirements for the service or item to be procured.

B. Public Notice

Adequate public notice of the Request for Proposals shall be given in the same manner as provided under the section titled "Competitive Sealed Bids."

C. Receipt of Proposals

Proposals must be received by the deadline date established. No public opening will be held. No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of discussion. A register of proposals shall be prepared as part of the contract file, and shall contain the name of each offeror, the number of modifications received (if any), and a description sufficient to identify the item offered. The register of proposals shall be open for public inspection only after contract award.

D. Evaluation Factors.

The Request for Proposals shall identify all significant evaluation factors (including price or cost) and their relative importance. Mechanisms shall be established for technical evaluation of the proposals received,

determinations of responsible offerors for the purpose of written or oral discussions, and selection for contract award.

E. Discussion with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, discussions (negotiations) may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award, to assure full understanding of and conformance to the solicitation requirements. All qualified, responsible offerors shall be given fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or any information derived from proposals submitted by competing offerors. If only one proposal response is received, then the award recommendation shall be to the single offeror, if the offeror meets all requirements.

F. Award.

After negotiations, the award recommendation must be presented to Columbus City Council for final approval. Award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration total cost (if determined) and all other evaluation factors set forth in the Request for Proposals.

After Council approval, a contract based on the negotiations (if negotiations were necessary) will be drawn and signed by all necessary parties. If Council does not approve the award, further negotiations may take place with the recommended offeror or negotiations will begin with the next most qualified offerer. The contract file shall contain the basis on which the award is made.

After contract award, the contract file will be made public. Offerors will be afforded the opportunity to make an appointment to review the contract file.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND MUST BE ADDRESSED TO THE PURCHASING DIVISION.

All questions or clarifications concerning this solicitation shall be submitted in writing. The City will not orally or telephonically address any question or clarification regarding specifications or procedures. If a vendor visits or calls the Purchasing Division with such questions, he or she will be instructed to submit the questions in writing.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. Vendors shall not contact department heads or using agencies with questions about solicitations. You must submit the written question to the Purchasing Division. If it is necessary that a technical question needs addressing, the Purchasing Division will forward such to the using agency, which will submit a written response.

The Purchasing Division will forward written responses to the respective vendor or if it becomes necessary to revise any part of this solicitation, a written addendum will be issued to all vendors.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY'S EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE VENDORS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIRECTOR.

Any request by vendors after a solicitation has been opened and pending award must also be submitted in writing to the Purchasing Division.

Email Schandler@columbusga.org or use the attached “Question/Clarification” Fax Form (On the reverse of this sheet) to submit questions.

QUESTION/CLARIFICATION FAX FORM

DATE: _____

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

RE: **Mobile Satellite Internet System, RFP No. 10-0009**

.....

I have the following concerns/questions about the specifications:

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

The Emergency Management Division of the Columbus Fire and Emergency Medical Services, Columbus Consolidated Government (the City) desires to purchase a mobile satellite Internet system to be installed on the mobile command vehicle to make possible functional communications during emergencies and disasters.

A. PROPOSAL SUBMITTAL DATE:
SEALED PROPOSALS ARE DUE: DECEMBER 16, 2009 NO LATER THAN 5:00 PM (Eastern). *Submit one original and six identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

The proposal should be hand delivered or mailed to the following:

Columbus Consolidated Government
Purchasing Division
RE: RFP NO. 10-0009, Mobile Satellite Internet System

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

Deliver: 100 10th Street
Columbus, Georgia 31901

If the proposal does not reach the Purchasing Division on or before the due date, the proposal will be returned to the Proposer unopened. It is the Proponent's responsibility to insure the proposal is mailed or delivered by the due date. The City will not be held responsible for proposals delayed by the US Mail or any other courier.

The City shall not be held liable for any expenses incurred by the respondent in preparing and submitting the proposal and/or attendance at any interviews, final contract negotiations or applicable site visits. **The City reserves the right to award this project or to reject any and all proposals; whichever is in the best interest of the City.**

B. RECEIPT OF PROPOSALS:
Unless otherwise stated in the technical specifications of the RFP, the City will accept one, and only one, proposal per Offeror. In the event a team of firms is entering into a joint venture to respond to the RFP, one firm shall be named the prime contractor and the proposal shall be submitted in the name of the prime contractor. All correspondence concerning the RFP will be between the City and prime contractor.

C. SUBCONTRACTING:
Should the offeror intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in proposal response. The offeror shall be responsible for subcontractor(s) full compliance with the requirements of the

RFP specifications. **IF AWARDED THE CONTRACT, PAYMENTS WILL ONLY BE MADE TO THE OFFERORS SUBMITTING THE PROPOSAL. THE COLUMBUS CONSOLIDATED GOVERNMENT WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

D. QUESTIONS ABOUT THE RFP:

COMMUNICATION CONCERNING ANY BID/PROPOSAL CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITING AND ADDRESSED TO THE PURCHASING DIVISION. SEE PAGE TITLED “DO YOU HAVE QUESTIONS ...” WITHIN THIS PROPOSAL PACKAGE.

E. PUBLIC INFORMATION:

All information and materials submitted will become the property of the Columbus Consolidated Government, Columbus, Georgia; and shall be subject to the provisions of the Georgia public records law. If awarded the contract, the proposal submission, in its entirety, will be included as part of the contract documents and filed, as public record, with the Clerk of Council.

F. ADDENDA:

The proposer shall include acknowledgment of receipt of addenda (if any) in their sealed proposal. The proposer should include an initialed copy of each addendum in the proposal package. It is the proposer's responsibility to contact the City for copies of addenda if they receive the proposal document from any other source other than the City.

G. CONTRACT:

Each proposal is received with the understanding that an acceptance in writing by the City of the offer to furnish any or all of the services and materials described shall constitute a contract between the proposer and the City. This contract shall bind the proposers to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal.

It is agreed that the successful respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the City and any sureties.

H. NON-COLLUSION:

Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud.

I. INDEMNITY:

The successful respondent agrees, by entering into this contract, to defend, indemnify and hold City harmless from any and all causes of action or claims of damages arising out or under this contract.

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

Disadvantaged Business Enterprises (minority or woman owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.

K. SPECIFICATION DESCRIPTIONS:

The specifications detailed herein represent the quality of equipment, goods or services required by the City. Whenever in this invitation any particular process, service or equipment is indicated or specified by patent, proprietary or brand name of manufacturer/developer/inventor, such wording will be deemed to be used for the purpose of facilitating descriptions of the process, service or equipment desired by the City. It is not meant to eliminate offerors or restrict competition in any RFP process. Proposals that are equivalent or surpass stated specifications will be considered. Determination of equivalency shall rest solely with the City.

L. TAXES:

The City is exempt from State Retail Tax and Federal Excise Tax. Tax Exemption No. GA Code Sec. 48-8-3. Federal ID No. 58-1097948.

M. DRUG-FREE WORKPLACE:

Per Ordinance No. 93-55, in compliance with Federal and State Drug Free Workplace Acts, the Council of Columbus, Georgia adopted a drug free Workplace Policy. Consequently, any vendor providing goods or services to Columbus Consolidated Government must comply with all applicable Federal and State Drug Free Workplace Acts.

N. FEDERAL, STATE, LOCAL LAWS:

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations relative to conducting business in Columbus, Georgia and performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

O. PROVISIONS OF THE PROCUREMENT ORDINANCE:

The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations to respond to Requests for Proposals and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

P. INSURANCE:

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

Q. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

R. TERMINATION OF CONTRACT:

- 1. Default:** If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing Division Director may notify the contractor in writing of the delay or nonperformance and if not cured within **ten (10) days** or any longer time specified in writing by the Purchasing Division Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the Purchasing Division Director may procure similar supplies or services, from other sources, in a manner and upon terms deemed appropriate by the Purchasing Division Director. The contractor will continue performance of the contract to the extent it is not terminated and will be liable for excess costs incurred in procuring similar goods or services.

- 2. Compensation:** Payment for completed supplies or services delivered and accepted by the City will be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Director deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- 3. Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Purchasing Division Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather, If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the

supplies or services to be furnished by the subcontractor was reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

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

S. TIME FOR CONSIDERATION:

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

T. CONTRACT AWARD:

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

U. REQUEST FOR EVALUATION RESULTS:

Per the City's Procurement Ordinance, evaluation results cannot be divulged until after the award of the contract. After contract award, proponents desiring to review documents relevant to the RFP evaluation results will be afforded an opportunity by appointment only.

V. GOVERNING LAW

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

NOTICE TO VENDORS

Columbus Council, by Ordinance 92-60 has prohibited any business which is owned by any member of Columbus Council or the Mayor, or any business in which any member of Columbus Council or the Mayor has a substantial pecuniary interest from submitting a bid for goods or services to the Consolidated Government of Columbus, Georgia.

Likewise, by Ordinance 92-61, no business which is owned by any member of any board, authority or commission, subordinate or independent entity, or any business in which any member of any board, authority or commission, subordinate or independent entity has substantial pecuniary interest may submit a bid to the Consolidated Government if such bid pertains to the board, authority or commission.

REQUEST FOR PROPOSALS

Mobile Satellite Internet System

RFP No. 10-0009

I. INTRODUCTION

The Emergency Management Division of the Columbus Fire and Emergency Medical Services maintains and operates a mobile command vehicle for use in emergencies and disasters to provide communications services to on scene agencies, as well as, responding support agencies. A function of this vehicle is to provide timely and meaningful information regarding all aspects of the emergency or disaster. In major emergencies and disasters normal access to cellular and landline based telephone systems is often interrupted. Access to high-speed Internet services is invaluable to assist these agency heads in making viable decisions. This system will provide decision makers with information regarding current and short term weather information, access to Geographical Information Systems, both within and outside of the city, the ability to access and search information from the Internet, mapping data, video conferencing, access to email as well as connectivity to other Internet based informational systems.

This system will provide VoIP (Voice over Internet Protocol) access to agencies on the scene. This service will be available at all times whether normal cellular services are functioning or not. The system provides the capability to upload and download data files, video files and other necessary information. This system will also allow the mobile command vehicle to serve as a WiFi hotspot providing other users with the ability to access the Internet through this connection.

This system will have the capability of provided the above stated capabilities anywhere in the Continental United States (CONUS).

II. SCOPE OF SERVICES

The successful vendor will provide the equipment, installation, service, support and training that meets the criteria set forth in this RFP and meets all requirements of the Emergency Management Division. Two options will be specified to provide this Government with the flexibility to meet budgetary considerations. Vendors may bid on one or both options.

Option 1: The following are minimum system, installation, service, support and training requirements for Option 1:

- A. . 98 meter automatic positioning antenna system with 6-watt transmitter. Practical limitations on bandwidth = 2056 kbps download X 768 kbps upload.
- B. Wireless network- the Internet service distribution system will incorporate a wireless router capable of providing service to the onboard hard-wired Ethernet network.
- C. The wireless system will incorporate an external antenna system capable of providing WiFi service within a radius of 300 feet from the command vehicle.
- D. Bandwidth Package – Full time 768 Kbps x 256 Kbps standby bandwidth with on-demand capability to increase to a maximum rate of 2056 Kbps x 2056 Kbps for a daily fee.

- E. Bandwidth upgrade must be achievable within 30 minutes of notification with no onsite equipment management or special training for field personnel required.
- F. One calendar year of service charges for Internet service, VoIP phone service and DirecTV service is to be included in the RFP quote.**
- G. VoIP Gateway connected to the Internet system must provide 8 lines of VoIP service using ordinary corded or cordless telephones. VoIP lines are to have dedicated Columbus, GA area phone numbers and unlimited domestic calling.
- H. Automatic positioning antenna will provide HDTV service through three DirecTV HD receivers to three HD televisions currently installed. The successful bidder will provide all antenna equipment, receivers, cabling and the DirecTV Office Choice programming package with HD access for one year.
- I. Installation is to occur at the Command Vehicle parking location in Columbus, GA.
- J. Installation shall include removal of an existing satellite television system, installation of the satellite Internet system, installation of the wireless network, installation of VoIP system, installation of the DirecTV satellite television system, configuration and commissioning of equipment, activation of services and any other actions necessary to bring all services to an operational state.
- K. The successful bidder will train personnel on the operation, maintenance, and basic troubleshooting of all systems and services installed.**
- L. The successful bidder will provide 24/7 support of the systems at no additional charge for the first year. Support may be by telephone, Internet access, or onsite as required by the situation at hand.**

Option 2: The following are minimum system, installation, service, support and training requirements for Option 2:

- A. 1.2 meter automatic positioning antenna system with 6-watt transmitter. Practical limitation on bandwidth = 2056 kbps download X 2056 kbps upload
- B. Wireless network- the Internet service distribution system will incorporate a wireless router capable of providing service to the onboard hard-wired Ethernet network.
- C. The wireless system will incorporate an external antenna system capable of providing WiFi service within a radius of 300 feet from the command vehicle.
- D. Bandwidth Package – Full time 768 Kbps x 256 Kbps standby bandwidth with on-demand capability to increase to a maximum rate of 2056 Kbps x 2056 Kbps for a daily fee.
- E. Bandwidth upgrade must be achievable within 30 minutes of notification with no onsite equipment management or special training for field personnel required.
- F. One calendar year of service charges for Internet service, VoIP phone service and DirecTV service is to be included in the RFP quote.**
- G. VoIP Gateway connected to the Internet system must provide 8 lines of VoIP service using ordinary corded or cordless telephones. VoIP lines are to have dedicated Columbus, GA area phone numbers and unlimited domestic calling.
- H. Automatic positioning antenna will provide HDTV service through three DirecTV HD receivers to three HD televisions currently installed. The successful bidder will provide all antenna equipment, receivers, cabling and the DirecTV Office Choice programming package with HD access for one year.
- I. Installation is to occur at the Command Vehicle parking location in Columbus, GA.

- J. Installation shall include removal of an existing satellite television system, installation of the satellite Internet system, installation of the wireless network, installation of VoIP system, installation of the DirecTV satellite television system, configuration and commissioning of equipment, activation of services and any other actions necessary to bring all services to an operational state.
- K. The successful bidder will train personnel on the operation, maintenance, and basic troubleshooting of all systems and services installed.**
- L. The successful bidder will provide 24/7 support of the systems at no additional charge for the first year. Support may be by telephone, Internet access, or onsite as required by the situation at hand.**

III. TECHNICAL

The Information Technology Department of Columbus Consolidated Government must approve all proposed software applications/systems.

IV. CONVERSION

Vendor should include in the bid the cost for the removal of an existing satellite receiver dish.

V. IMPLEMENTATION SCHEDULE

The installation and activation of the system should be completed within 30 days of the time of the final award being made.

VI. TRAINING

Training shall include:

- A. On-site training for all parties involved is to be included in the proposal
- B. Five (5) users of equipment and systems.

VII. ON-GOING TECHNICAL SUPPORT

Vendor should include projected costs for technical support after the first year. This will not be included in the quoted price as specified under section titled, "Scope of Services".

VIII. VENDOR QUALIFICATIONS.

Vendor must have installed this same system for three (3) government entities within the last three (3) years.

IX. 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.

X. INSURANCE REQUIREMENTS

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

Insurance requirements are listed on the attached **Insurance Checklist (See Attachment A)**. **The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The vendor shall complete the Insurance Checklist and include with proposal. Certificate of Insurance is acceptable.**

The Insurance Checklist will indicate to the City, the vendor's ability and agreement to provide the required insurance, in the event of contract award.

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

XI. PROPOSAL SUBMISSION REQUIREMENTS

Submit one original and six identical copies of the proposal. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package. The complete proposal shall contain the following information and shall be submitted in a binder, in the format shown below, in order to offer ready review and evaluation (***divide each section with identifying tabs***):

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

Section 1: TRANSMITTAL LETTER

The transmittal letter shall introduce your company, provide complete address, phone number, fax number, and include the name and email address of contact persons. Specifically designate the company's representative who will serve as lead contact in all communications, is authorized to negotiate on behalf of the company and is authorized to enter into a contract with the City. **An authorized agent of the firm must sign the letter.**

Section 2: ADDENDA ACKNOWLEDGEMENT

Provide acknowledgement of receipt of all addenda for this RFP (if any). **It is the vendor's responsibility to check for copies of addenda on the City's website. (www.columbusga.org/finance/proposals.htm)**

Section 3: QUALIFICATIONS / EXPERIENCE

Delineate the qualifications of your firm to undertake an implementation project of this nature.

- A. Include a statement regarding the financial stability of your firm.
- B. Identify key personnel who will be assigned to this project, and their respective roles; resumes should be included.
- C. Provide a clear statement on the ability of your organization to provide the same staff for the duration of the engagement.

Section 4: PRODUCT LITERATURE

Provide literature, which fully describes the capabilities of proposed system.

Section 5: CLIENT WORK HISTORY

Provide at least three (3) **municipal** references for which your company has provided the same software and services within the last three (3) years. Include entity name, phone number, fax number, contact name and email address.

Section 6: APPROACH / SERVICE PLAN

Provide a detailed description of the proposed approach and service plan to complete the specified services.

- A. Describe your understanding and approach to this project.
- B. The approach should include any special assistance that will be requested of the City.
- C. Provide installation requirements.
- D. Present a project timeline

Section 7: TECHNICAL SUPPORT

Delineate proposed annual technical / maintenance / upgrade support, including response time and maintenance contract terms.

Section 8: BUSINESS REQUIREMENTS

- A. Provide proof of insurance (**Attachment A**).
- B. Complete GSICA Form (**Attachment B**).
- C. Provide copy of Business License.
- D. Form W-9 (**Attachment C**).

Section 9: COST

Provide separate costs for items A, B, C and D below:

- A. Itemized cost for the proposed system.
- B. Itemized cost for training.
- C. Itemized cost for technical / maintenance / upgrade support.
- D. Itemized cost to remove existing satellite receiver dish.
- E. Itemized cost for one calendar year of service charges for Internet service, VoIP phone service and DirecTV service.

XII. EVALUATION

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

Criteria for Evaluation	Weight
A. Qualifications	10%
B. Proposed cost for system, training and technical / maintenance / upgrade support	5%
C. Overall functionality of proposed system.	20%
D. Ability of proposed equipment to integrate with currently installed applications.	25%
E. Application expansion capability.	10%
F. Proposed technical support	15%
G. Proposed approach and service plan	15%

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

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

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

**CUSTOMER HISTORY SHEET
MOBILE SATELLITE INTERNET SYSTEM
RFP NO. 10-0009**

Provide the requested information, for entities you have provided Mobile Satellite Internet Systems, from 2006 to present.

1. Municipality: _____ Mobile Satellite Internet System installed: _____ Point of contact: _____ Telephone: _____ Fax Number: _____ Email address: _____
2. Municipality: _____ Mobile Satellite Internet System installed: _____ Point of contact: _____ Telephone: _____ Fax Number: _____ Email address: _____
3. Municipality: _____ Mobile Satellite Internet System installed: _____ Point of contact: _____ Telephone: _____ Fax Number: _____ Email address: _____

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

ATTACHMENT A

RFP NO. 10-0009; MOBILE SATELLITE INTERNET SYSTEM

INSURANCE CHECKLIST

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE

AND ENDORSEMENTS INDICATED BY "X"

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

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

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

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below and have advised the bidder of required coverages provided or not provided through this agency. The bidder can comply with the insurance requirements stated above.

AGENCY NAME: _____

AGENTS NAME: _____ SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

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

BIDDER NAME: _____ AUTHORIZED SIGNATURE: _____

**VENDOR INFORMATION REGARDING
"GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT"
OF 2006**

In accordance with the Georgia Security and Immigration Compliance Act of 2006, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program. Accordingly, the following attachments relate to documentation you must provide the City regarding the number of employees you have.

The requirements of the new law shall apply to public employers, their contractors and subcontractors, as follows:

- (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of **500 or more employees;**
- (b) On or after July 1, 2008, to public employers, contractors, or subcontractors of **100 or more employees; and**
- (c) On or after July 1, 2009, to **all other** public employers, their contractors, or subcontractors.

On the next page you will be required to verify the number of employees in your company. **As of July 1, 2009, all contractors must also complete the attached "CONTRACTOR AFFIDAVIT AND AGREEMENT"**. Additionally, if you utilize subcontractors, they must complete the SUBCONTRACTOR AFFIDAVIT.

Vendors may view complete verbiage for the new law on the Purchasing Web Page: [www.columbusga.org/Finance/Purchasing_docs/Georgia Security and Immigration Compliance Act of 2006.pdf](http://www.columbusga.org/Finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act_of_2006.pdf)

ATTACHMENT B
RFP NO. 10-0009; MOBILE SATELLITE INTERNET SYSTEM

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

Effective for contracts commencing after July 1, 2007
REQUIRED CONTRACT CLAUSES

Compliance with the requirements of O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02 are conditions of this Contract.

Contractor affirms by checking the box below, the employee-number category applicable to the Contractor as required by O.C.G.A. §13-10-91:

☐ "500 or more employees"

☐ "100 or more employees"

☐ "fewer than 100 employees,"

In the event the Contractor employs or contracts with any Subcontracted(s) in connection with the covered contract, the Contractor will secure from the Subcontractor(s) such Subcontractor(s)' indication of the employee-number category applicable to the Subcontractor.

The term "Subcontractor" includes a subcontractor, contract employee, staffing agency, or any contractor regardless of its tier.

In accordance with the provisions of O.C.G.A. §13-10-91, the Contractor agrees that, in the event the Contractor employs or contracts with any Subcontractor(s) in connection with the covered contract, the Contractor shall secure from such subcontractor(s) attestation of the Subcontractor's compliance with O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor by the Subcontractor's execution of the Subcontractor Affidavit in the form provided by Columbus, Georgia. The Contractor shall maintain records of such attestation for inspection by Columbus, Georgia at any time. Such Subcontractor affidavit shall become a part of the contractor/subcontractor agreement.

The Contractor's compliance with the requirements of §O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Georgia Department of Labor shall be attested by the execution of the Contractor Affidavit as provided by Columbus, Georgia and such affidavit must be attached to, and become a part of, the covered Contract.

The Contractor agrees that all portions of contracts pertaining to compliance with O.C.G.A. §13-10-91 and corresponding rules of the Georgia Department of Labor such as Rule 300-10-1-.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

Business Name: _____

Signature of Authorized Agent:_____

Print Name of Authorized Agent and Title:_____

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with **Columbus Consolidated Government, Columbus, Georgia**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Columbus Consolidated Government, Columbus, Georgia**, at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 200___

Notary Public

My Commission Expires: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

Authority O.C.G.A. 13-10-91.

**"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT" OF 2006
SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with:

(Name of Contractor)

on behalf of **Columbus Consolidated Government, Columbus, Georgia**, has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

___ DAY OF _____, 200__

Notary Public

My Commission Expires:_____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

ATTACHMENT C
RFP NO. 10-0009; MOBILE SATELLITE INTERNET SYSTEM

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.			
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)				
	Business name, if different from above				
	Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶				
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)			
	City, state, and ZIP code				
	List account number(s) here (optional)				
Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%; text-align: center;">Social security number</td></tr><tr><td style="text-align: center;">OR</td></tr><tr><td style="text-align: center;">Employer identification number</td></tr></table>			Social security number	OR	Employer identification number
Social security number					
OR					
Employer identification number					
Part II Certification					
Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and - I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.					
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Sign Here Signature of U.S. person ▶</td><td style="width: 40%;">Date ▶</td></tr></table>			Sign Here Signature of U.S. person ▶	Date ▶	
Sign Here Signature of U.S. person ▶	Date ▶				
General Instructions					
Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.					
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: - An individual who is a U.S. citizen or U.S. resident alien, - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, - An estate (other than a foreign estate), or - A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: - The U.S. owner of a disregarded entity and not the entity,					