

City of Columbus

Solicitation Number: SA004099

Request for Proposals for Recycling and Yard Waste Public Relations Campaign

**Department of Public Service
Capital Improvement Project No: 520001-100011**

Version Dated: August 30, 2011

**Response Due Date and Time:
Thursday September 15, 2011
1:00p.m., E.S.T.**

**Deliver to:
Office of Support Services
Department of Public Service
109 N. Front St. Room 301
Columbus, OH 43215**

TERMS AND CONDITIONS FOR CONSULTANTS INFORMATION FOR CONSULTANTS

SUBMISSION OF PROPOSAL

Proposals must be submitted according to this proposal form and enclosed in a sealed envelope marked as specified in the legal notice.

ACCEPTANCE AND REJECTION

The proposal submitted by the consultant to the City of Columbus will be accepted or rejected within a period of 180 days from proposal due date. The City reserves the right to waive technicalities, and to request new proposals on the required material. Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

Consultants may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no consultant shall withdraw or cancel his/her proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

CONTRACT

The consultant to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within seven days after receiving such contract for execution.

LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where consultants are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the consultant will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The consultant shall be liable for any damages or loss to the City occasioned by negligence of the consultant (or his agent) or any person the consultant has designated in the completion of his contract as a result of his bid. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful consultant will be furnished an exemption certificate if needed.

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Questions as to the interpretation of the Request for Proposal shall be submitted in writing to the Office of Support Services at capitalprojects@columbus.gov. In order to receive consideration, questions must be received by the question cut-off date as indicated in the advertisement. Any interpretations of questions so raised, which in the opinion of the City or its representative require interpretations, will be issued by addenda posted on the City's Consultant Services web site. The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

CAMPAIGN CONTRIBUTIONS

Consultant hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

IN THE EVENT OF A CONTRACT

An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the consultant arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful consultant shall be notified as to which terms and conditions, if any, have been deleted.

CONTRACT COMPLIANCE

The City of Columbus encourages the participation of City certified minority and female business enterprises.*

All consultants shall identify all subconsultant(s) who will perform any type of contracting on City proposal(s). All consultants shall include in their proposal response the anticipated scope of work and percentage of work that will be performed by all Sub-Consultant(s), along with their contract compliance number(s).

All consultants, including subconsultants, who are party to a contract as defined in Columbus City Code 3901.01, must hold valid contract compliance certification numbers.

This information is gathered and monitored by the Equal Business Opportunity Commission Office (EBOCO). Please contact EBOCO for assistance with identifying potential minority consultants. Go to Vendor Services to verify that vendors have an active contract compliance number.

<http://vendorservices.columbus.gov/e-proc/>

Equal Business Opportunity Commission Office
109 N. Front Street, 4th Floor
Columbus, Ohio 43215
(614) 645 -4764

M/FBE Certification/
Contract Compliance
Tia Roseboro 614-645-2203

*While the participation and or partnering of City certified minority and female owned businesses is encouraged the level of minority and female participation will not be a condition of the bid award.

REQUEST FOR PROPOSAL

1. Project Information

1.1 **Project Name:** Recycling & Yard Waste Public Relations Campaign
Capital Improvement Project No: 520001-100011

1.2 **Project Overview:**

Assist the Department of Public Service's (DPS) Communications Office, Mayor's Office of Environmental Stewardship (collectively herein referred to as "Project Team") in introducing the new comprehensive yard waste and recycling program to Columbus residents and developing and maintaining a public education/marketing campaign for the program. The public education/marketing campaign will start at the earliest possible date that a firm is secured under contract, preferably in December 2011, and run at least through several months after all recycling containers have been deployed in neighborhoods citywide. The estimated duration of the contract is approximately two years.

The recycling program will provide recycling to more than 227,000 households through bi-weekly collection of recyclables in tandem with bi-weekly collection of yard waste. Recycling and yard waste will alternate each week in a pattern of recycling one week, yard waste the following week.

The contract amount for the Recycling Public Relations Campaign is \$330,000.

1.3 **The goals of the program are:**

- 1.3.1 To make the residents of eligible households (single or attached units of 4 or less) aware of a new program (who is eligible, how to use the service, continued availability of yard waste on a modified schedule and regular trash services, collection days, where to place the materials, what materials can be recycled as part of the program).
- 1.3.2 To make the residents of multifamily households (attached units of 5 or more) aware of nearest recycling drop box location.
- 1.3.3 To maximize participation in the residential recycling program.
- 1.3.4 To increase diversion from the landfill (35% goal by 2015, currently at 14.5%).
- 1.3.5 To decrease contamination.

1.4 **References:**

- 1.4.1 Appendix C: Draft Memorandum of Understanding with Curbside Value Partnership, a nonprofit organization assisting the City of Columbus with development of a cohesive educational campaign including communication plan development, graphic design, messaging.
- 1.4.2 Appendix D: Draft Education & Outreach Plan for the Recycling & Yard Waste Program. Collection of thoughts from the Project Team and the Mayor's Green Team as a starting point for the effort.

2. Scope of Services:

The scope of services follows; however, the consultant is encouraged to suggest deletions or additions within their Understanding of the Project/Project Approach if they believe changes will better meet the objectives of the project.

2.1 Project Summary:

This RFP is to solicit proposals for services that may include, but are not limited to:

- 2.1.1 Development of, in consultation with the Project Team, a city of Columbus Recycling Program educational/promotional positioning statement.
- 2.1.2 Writing and production of video and audio public-service announcements that feature the Mayor, City Council Members, testimonials by neighborhood leaders and others, as needed. This will include coordination with the city of Columbus' government cable channel, CTV-3. Video public service announcements will be cablecast for free on CTV-3, and broadcast and cablecast on at least one over-the-air local television station in tandem with a package of strategically selected cable networks secured through media buys. The audio public service announcements will air on a local radio station or radio stations secured through media buys. The total cost of the media buy is not included in the \$330,000 project budget. The City shall seek additional funding for this purpose, if necessary, and funding is contingent upon authorized Ordinance as passed by Council and approved by the Mayor. A contract modification shall be required.
- 2.1.3 Production of informational video features about the Recycling Program to be cablecast on the city of Columbus' government cable access channel, CTV-3.
- 2.1.4 Production of professional-grade brochures and fliers. These will be distributed to households through direct mail, at public events and be made available at city of Columbus offices that are regularly visited by the public. In addition, the brochures and fliers will be made available to local agencies and businesses that do business with the public to place in kiosks or countertops at customer service locations. The brochures and fliers also will be available by request through the city of Columbus 311 Customer Service Center.
- 2.1.5 Create and/or give informational presentations utilizing documents and PowerPoint slideshows. These PowerPoint presentations will be used in public meetings and meetings with businesses, agencies, neighborhood groups and others.
- 2.1.6 Other appropriate documents promoting the city of Columbus Recycling Program as determined by the Project Team or suggested by the Consultant and approved by the Project Team.

2.2 Project Deliverables, may include, but is not limited to, the following:

- 2.2.1 Develop and present to DPS a public relations plan to achieve the goals and objectives outlined in Sections 2 through 3 and to do so on time (Section 3) and on budget (Section 1).
- 2.2.2 Create message development and branding. Branding of the recycling program will be coordinated with the overall rebranding effort being led by the Mayor's Office for city of Columbus agencies.
- 2.2.3 Produce video and audio public-service announcements and educational/promotional videos. Promotional videos ranging from 60 seconds to 15 minutes will be cablecast on the City's Government Cable Access station CTV-3. Video public service announcements of 15, 30 and 60 seconds will be cablecast for free on CTV-3, and broadcast and cablecast on at least one over-the-air local television station in tandem with a package of strategically selected cable networks secured through media buys. The audio public service announcements will air on a local radio station or radio stations secured through media buys. Three or four different versions of the 15, 30 and 60 second video and audio public service announcements will be produce for each phase of the program, so at least nine to 12 public service announcements.

- 2.2.4 Create and produce printed materials to include professional grade educational/promotional fliers and brochures. The supply of fliers and brochures should initially be provided to each household (more than 227,000), then at least 100,000 following the first and second phases of the education/marketing program.
- 2.2.5 Purchase broadcast, cablecast and radio media buys.
- 2.2.6 Develop graphics and/or Web pages.
- 2.2.7 Create educational displays and/or signage.
- 2.2.8 Create content and determine frequency and placement for media events and social media (e.g. Twitter, Facebook, Columbus Underground)

3. Project Timeline:

Curbside recycling is set to begin in May 2012. As the distribution of recycling containers will be conducted in multiple phases throughout the city, the corresponding education and outreach program will be done in at least two to three phases.

It is imperative that the selected Consultant work with the City to get under contract as soon as possible. The City's desire is to have a fully executed contract by mid-December 2011.

3.1 Phase 1: Run-up

This phase will launch no later than February 1, 2012, and will conclude no earlier than the start of the first phase of recycling container deployment, May, 2012. Aspects of the messaging contained in the Run-up Phase of the education and outreach should be utilized throughout the entire multiple phases of recycling container deployment across the city. The Consultant will work with the Project Team to develop a positioning statement for the Recycling Program. The positioning statement should be short, attractive to residents, capture the ease and benefits of recycling, and be easy to remember.

3.1.1 The purpose of the Run-up Phase is to:

- 3.1.1.1 Introduce the new Recycling Program to residents/households citywide.
- 3.1.1.2 Demonstrate the ease and economic and environmental benefits of recycling.
- 3.1.1.3 Include in the effort messaging directed to diverse demographic groups or neighborhoods in the city
- 3.1.1.4 List what materials can be placed in the containers and what items cannot be placed in the containers. Include the message that the recycling containers are not for regular refuse (i.e.: This is not a second trash container).
- 3.1.1.5 Lay out the multi-phase schedule for distribution of the recycling carts and why distribution is being conducted in multiple phases.
- 3.1.1.6 Indicate where containers will be placed for collection.
- 3.1.1.7 Explain the alternating week schedule for recycling and yard waste collection and when service will begin.

3.2 Phase 2: Deployment

This phase will begin shortly before the first phase of recycling container deployment and will run through the completion of the multiple container deployment phases that could cover an estimated one year.

3.2.1 The message in the deployment phase shall include:

- 3.2.1.1 Use of the Recycling Program positioning statement.
- 3.2.1.2 Notice that containers are now being delivered to households in Columbus.
- 3.2.1.3 Description of what is being delivered to households.
- 3.2.1.4 Demonstration of the ease and economic and environmental benefits of recycling.
- 3.2.1.5 List of what materials can be placed in the containers and what items cannot be placed in the containers. Include the message that the recycling containers are not for regular refuse (i.e.: This is not a second trash container).
- 3.2.1.6 Contact information for residents with questions or need a container repaired or replaced.

3.3 Phase 3: Post-Deployment Phase

The Post-Deployment phase will run for at least several months following completion of all recycling container distribution phases. The message of this phase will focus on the fact that all affected households will have received their recycling containers and will reinforce the basic messaging of the Recycling Program.

- 3.3.1 The message in the Post-Deployment Phase shall include:
 - 3.3.1.1 Use of the Recycling Program positioning statement.
 - 3.3.1.2 Notice that containers have been delivered to households in Columbus.
 - 3.3.1.3 Demonstration of the ease and economic and environmental benefits of recycling.
 - 3.3.1.4 List of what materials can be placed in the containers and what items cannot be placed in the containers. Include the message that the recycling containers are not for regular refuse (i.e.: This is not a second trash container).
 - 3.3.1.5 Contact information for residents with questions or need a container repaired or replaced.

4. Project Schedule:

RFP Due:	September 15, 2011
Consultant Selected:	September 2011
City Council Legislation:	December 2011
Notice to Proceed:	December 2011

5. RFP Pre-Proposal Meeting: None

6. Proposal Submittal Instructions:

- 6.1 Proposals will be received by the City until **1:00 p.m. on September 15, 2011.** Proposals received after this date and time will be returned unopened.

Submit Proposal Package to:

**Ms. Jennifer Atkinson
Office of Support Services
109 N. Front St., Room 301
Columbus, OH 43215**

Recycling Public Relations Campaign RFP, CIP No. 520001-100011

The City is not responsible for responses that are not received by a City employee in Room 301 at 109 N. Front St. and date/time stamped.

Direct questions via e-mail only to: Contract Manager, capitalprojects@columbus.gov

No contact is to be made with the City other than with the Contract Manager through e-mail with respect to this proposal or its status. The deadline for questions is **September 6, 2011**. Answers to questions received will be posted on the City's Vendor Services web site.

Proposals will be evaluated based on the enclosed selection criteria and in accordance with Columbus City Code, title 3, Section 329.14. Please be advised that proposals submitted to the City are subject to applicable federal, state, state, and local public information disclosure regulations. Requests to view a proposal will be arranged upon receipt by the City of a written request for such; therefore, and proposal may be subject to viewing by the public. If any information contained in the documents submitted is deemed proprietary in nature, the Consultant is required to defend the City concerning any litigation arising from the Consultant's request for confidentiality.

6.2 Proposal Format (only the following format will be accepted)

- 6.2.1 Proposals shall be furnished in four (4) identical copies and clearly marked "Recycling Public Relations Campaign CIP No. 520001-100011"
- 6.2.2 Proposals shall be bound in plastic slant D 3-ring binders with tabs dividing sections. For example, Wilson Jones D-Ring Binder 1" at Office Depot or Avery Durable Slant Ring Binder with label holder 1" at Office Max.
- 6.2.3 Provide a transmittal letter on the Lead Consultant's letterhead, signed by an Officer of the firm. Include a copy in each of the other four packets. This does not count towards the 20 page limit described in 6.3.1.
- 6.2.4 Page numbers must be centered at the bottom of each page.
- 6.2.5 Use 8½" x 11" paper only, (GANTT chart can be on 11" x 17"; be sure to fold page to 8 ½" x 11" size).
- 6.2.6 Font must be 12 pt, Times New Roman or Arial.
- 6.2.7 Paper must be copied/printed double sided.
- 6.2.8 Font color must be black. Color may be used for graphics and photos.

6.3 Proposal Content

- 6.3.1 Consultant shall limit the proposal to no more than twenty (20) total pages of information (e.g. text, graphics, etc.) and to a portfolio as described in Section 6.3.3(G). Portfolio is not included in the twenty page limit. A 'page' is one side of a sheet of paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is one page. If both sides of a sheet of paper have text, that is two pages. The proposal shall include a cover letter. The cover letter is not counted in the twenty page limit. Any requested items that are not considered against the page count are noted with an "NPC" in section 6.3.3. **Proposals exceeding the twenty page (20) limit or portfolios exceeding the parameters in Section 6.3.3(G) will be rejected.**
- 6.3.2 Provide information requested below in the order presented or the proposal may be rejected.
- 6.3.3 The Consultant must use the following tabular format structure for the proposal. Each tabular section shall be designated as follows and the

presented content should specifically address the evaluation criteria in Section 7. Only the criteria in Section 7 will be used for evaluation purposes. Section tab dividers will not be counted against the page total unless they contain text other than that necessary to define the section. **Failure to provide the information requested may result in the proposal being rejected.**

Section A. Team Location

Identify the Project Team firms, including subconsultants, the percentage of work to be performed by each firm along with the address of each subconsultant office where the majority of the work will be performed. For the Lead Consultant, include the contact person for the proposal, phone number, and e-mail address.

Address topics discussed in Section 7.1.

Replicate the table below in your proposal, providing the requested information for each firm on your team.

General Information				Columbus Credit	Franklin County Credit
Firm Name	Street Address, City, State, County	Contract Compliance No. (FID)	Percentage of contract	Percentage of work to be performed at this location	Year this office was established in Franklin County

Section B. Project Team

Include an organizational chart showing key individuals that are assigned to the project along with resumes of the Project Manager and key Project Team members' containing professional information relevant to the project.

Project Manager. Present the education, experience, and availability of the Project Manager. Availability shall be indicated as hours per week on average.

Project Team. Present the education, experience, and availability of the key Project Team members. Availability shall be indicated as hours per week on average.

Address topics discussed in Section 7.2.

Section C. Past Performance

Present the proposed Project Manager's and Project Team members' past performance on specific projects. For each project identified include: Team member(s), project name, project owner and contact information, contract amount. Projects with greater relevancy to this project will be given greater consideration.

Address topics discussed in Section 7.3.

Section D. Understanding of the Project/Project Approach

Present the Consultant's understanding of the scope, challenges, and limits within the context of the project. Include a detailed GANTT schedule with a narrative explanation.

Address topics discussed in Section 7.4.

Section E. Environmentally Preferable Consultant (see Appendix A)

Innovative/Green Approach - Description of green and innovative approaches with their impact on project scope, budget, and schedules.

Address topics discussed in Section 7.5.

Section F. Schedule

Complete a GANTT chart, as indicated in Section D. The first page of the GANTT chart is included in the 20 page limit; the additional pages, if any, are NPC.

Section G. Portfolio Samples

Consultant shall provide samples of previously successful educational/promotional/marketing campaigns, including no more than five printed pieces no larger than 11" x 17" in size and one CD-ROM containing no more than ten total files of printed, video, and audio samples.

7. Evaluation Criteria (see Appendix B):

7.1 Team Location (Maximum 10 points)

The City of Columbus places a high value on talent in the Central Ohio region and emphasizes its use on City projects as much as possible. Ratings are as follows:

- 7.1.2 At least 90% of the Team's project labor costs are assignable to employees paying City of Columbus income tax on the date the proposal is submitted, or at least 90% of the Team's project costs are assignable to the office location within Franklin County if the office was established prior to 1995. (10 points)
- 7.1.3 At least 75% of the Team's project labor costs are assignable to employees paying City of Columbus income tax on the date the proposal is submitted. (8 points)
- 7.1.4 At least 90% of the Team's labor will be performed in an office location within Franklin Co., but outside Columbus Corporate Limits, on the date the proposal is submitted. (8 points)
- 7.1.5 At least 50% of the Team's project labor costs are assignable to employees paying City of Columbus income tax on the date the proposal is submitted. (5 points)
- 7.1.6 Less than 50% of the team is paying City of Columbus income tax on the date the proposal is submitted. (0 points)

Note: The Consultant shall indicate their percentage of local workforce and show how this number was determined. The Team includes the prime consultant and all subconsultants.

Replicate table as demonstrated in Section 6.3.3 Section A, providing all requested information for prime consultant and each subconsultant.

7.2 Project Team (Maximum 40 points)

The score in this category is based on the training, education, experience, and availability of the individuals assigned to the project.

7.2.1 Project Manager (20 points maximum). Points will be awarded based on the education, experience, and availability of the proposed Project Manager. An example of the preferred Project Manager is someone with many years experience in the type of work that is to be performed on the project with a demonstrated history of managing projects, leading a team of professionals, and communicating with concerned citizens or groups. The proposed Project Manager shall be evaluated according to the following criteria:

7.2.1.1 Education – education consistent with the requirements of the project.

7.2.1.2 Relevant Experience – experience relevant to the type of project. Projects should be adequately described to enable the reviewer to determine the project scope, size, and complexity.

7.2.1.3 Overall Experience – number of years of experience with the type of work required by the project.

7.2.1.4 Communications Experience – experience working with citizens, neighborhood groups, media, and City departments. Specific examples should be given.

7.2.1.5 Availability – The number of hours of availability for the project per week.

7.2.2 Project Staff (20 points maximum)

Each project team member, other than the project manager, shall be evaluated according to the criteria listed above. Teams with the most relevant experience with this type of project will receive more points, as explained above.

7.3 Past Performance (Maximum 15 points)

The proposed Project Manager and key staff's past performance on similar projects. Scores shall be determined based on reported performance by the owner as well as past performance on city of Columbus projects. The selection committee may consider performance ratings from other city departments if available, and shall consult other outside agencies as appropriate. Scores will be based on quality of work, ability to meet deadlines, previous communication history, organizational skills, and the ability to maintain a project budget. The projects listed should have some correlation with the projects identified in the previous section for the experience of the Project Team.

7.4 Understanding of Project/Project Approach (Maximum 30 points)

The consultant should demonstrate a thorough understanding of the project and how the consultant will successfully execute the project. The score will be based on the completeness of the responses. The consultant should make a clear presentation of how the project team is organized, their understanding of the project requirements, including the challenges and areas of risk and a detailed plan for execution.

Specifically, the consultant's proposal must contain a narrative description tailored to the project, describing staff assignments and the approach the consultant intends to take to complete the project. The consultant must include a detailed, realistic schedule showing the sequence of major tasks, effects of any innovative approach, key milestone dates, and tasks in a GANTT chart form.

Increased value is placed on suggested adjustments in the scope that will save time or money or that will lead to a more successful project. These adjustments should be well conceived and demonstrate a thorough understanding of the project and best engineering practices.

The consultant should specifically address methods for cost containment. Unique or innovative methods of containing costs are to be clearly defined.

7.5 Environmentally Preferable Consultant (Maximum 5 points)

The consultant should give due consideration to unique and innovative approaches, particularly *green* elements in the project. The City is seeking a Consultant who will assist the City by providing services that will have a reduced impact on health and the environment. Such approaches shall be considered for feasibility and must be clearly defined including their impact on project scope, budget, and schedule. See Appendix A.

8. Selection Process:

The Consultant Selection Committee shall evaluate the Consultants strictly upon the submitted proposals, portfolios, and interviews of the Consultants' clients. The Consultant Selection Committee is generally composed of at least three voting members and a representative from the Equal Business Opportunity Commission Office (EBOCO). Voting members include representatives from the Department of Public Service Director's Office.

Each proposal package received shall be evaluated, scored, and ranked according to the criteria described herein and the Consultant Selection Committee will make a recommendation to the Public Service Director for final determination. Consultants may be interviewed as a part of the process. Once the selection process is completed, the selected consultant will be contacted by the Office of Support Services to participate in a meeting to discuss the final scope of services. The Department of Public Service will submit a legislative request to Columbus City Council pursuant to the execution of the contract with the selected consultant.

Appendix A:



City of Columbus
Mayor Michael B. Coleman

Department of Finance and Management

Joel S. Taylor, Director

To: Elected Officials, Agency Directors, and Fiscal Personnel

From: Joel S. Taylor, Director
Department of Finance and Management

Date: May 18, 2007

Re: Utilizing Environmentally Preferable Requirements in
RFP/RFSQ Contracts

This policy regarding how City Agencies should utilize the environmental preference in professional service contracts is issued pursuant to the authority granted to me by Columbus City Code 329.03,

As part of Mayor Coleman's Get Green Columbus initiative, City Council added section 329.31 to the Columbus City Code. This section provides, in part, that City agencies will develop specifications to encourage environmentally preferable bidders and offerors. In addition, it states that when evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder or offeror.

The purpose of this memo is to address how this section should be implemented when a Department is seeking professional services through a request for proposals (RFP) or a request for statement of qualifications (RFSQ).

When issuing a RFP or RFSQ, these guidelines should be followed.

1. The RFP or RFSQ should include an environmental preference unless it is clear that there is not an environmentally preferable way to carry out the purpose of the contract. If a department determines that there is not an environmentally preferable way to carry out the purpose of the contract, that decision should be shared with the Mayor's Environmental Steward.

2. When drafting an RFP or RFSQ that includes an environmental preference, the RFP or RFSQ should include the following statement (or words to this effect): **The City of Columbus is seeking an Environmentally Preferable Offeror, who will assist the City by providing services that will have a lesser or reduced effect on human health and the environment.**
 3. Each department may determine for itself how to award points for an environmentally preferable bidder. Two areas that should be evaluated for inclusion are points for the team's credentials/experience and/or points for the project proposal. These are discussed further below.
 - a. **Team Credentials:** A department may choose to award points for the specific environmental experience and/or training of the offeror. For example, points may be awarded for LEED certification. In doing so, the department should focus on the team that will be providing the actual services, and avoid awarding points for firm members that will not be directly involved in the project.
 - b. **Project Proposal:** A department may choose to award points for environmentally progressive elements in the offeror's project proposal. For example, points may be awarded for a proposal that suggests using recycled or renewable raw materials.
 4. It is imperative that once a department determines how to award environmentally preferable points in evaluating an RFP or RFSQ that the department is explicit and clear about how those points will be awarded. Specific examples or guidelines should be provided.
 5. Each department should track how many service contracts it has awarded to an environmentally preferable offeror. This information should be reported on an annual basis to the Department of Finance and Management and to the Mayor's Environmental Steward.
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Appendix B:

Department of Public Service

Consultant Proposal Evaluation

Project: **SAMPLE**

Firm Name:

Selection Committee Member:

Criterion							Max Value	Score																												
A. Team Location Location of office of Lead Consultant where majority of work will be performed. The City of Columbus places a high value on talent in the Central Ohio region and emphasizes its use on City projects. 1. As per Specification No. 7.1 herein.							10																													
B. Project Team <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Education</th> <th>Relevant Experience</th> <th>Overall Experience</th> <th>Communication Experience</th> <th>Availability</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <th>Education</th> <th>Relevant Experience</th> <th>Overall Experience</th> <th>Communication Experience</th> <th>Availability</th> <th>Total</th> </tr> <tr> <td>Project Staff</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>								Education	Relevant Experience	Overall Experience	Communication Experience	Availability	Total	Project Manager								Education	Relevant Experience	Overall Experience	Communication Experience	Availability	Total	Project Staff							20	
	Education	Relevant Experience	Overall Experience	Communication Experience	Availability	Total																														
Project Manager																																				
	Education	Relevant Experience	Overall Experience	Communication Experience	Availability	Total																														
Project Staff																																				
C. Past Performance The proposed Project Manager and Project Team member's past performance on recent similar projects. Acceptable performance examples include projects with governmental agencies as well as projects performed in the private sector. Previous Departmental experience with the project team will also be considered.							15																													
D. Understanding of the Project <ol style="list-style-type: none"> 1. Description of Consultant's understanding of the scope and challenges of the project and limits within the surrounding neighborhoods. 2. Identification of Tasks with a detailed schedule - Detailed GANTT schedule, with tasks and dates. Narrative explanation as necessary showing effects of innovative approach, key milestone dates and tasks. 3. Cost Containment - Measures for containing design and construction costs. 							30																													
E. Environmentally Preferable Consultant Innovative/Green Approach – Description of green and innovative approaches with their impact on project scope, budget, and schedules.																																				
Total Score							100																													

Appendix C: DRAFT Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING Between Department of Public Service And The Curbside Value Partnership

This MEMORANDUM OF UNDERSTANDING (MOU) between the Department of Public Service (DPS) and the Curbside Value Partnership (CVP) will serve to promote curbside recycling.

Objectives

The mutual objectives of this partnership will include the following:

1. To develop, launch and measure strategic education campaigns to promote curbside recycling participation.
2. To receive credible recycling data to determine the impact of the campaign.

The City of Columbus will provide:

- Data reports of recycling tonnage and/or other measures, as available.
- Participation in marketing activities based on availability.
- Regular communication with the Curbside Value Partnership to include conference calls, emails, and possible face-to-face meeting(s).
- A central point-of-contact for campaign activities and facilitating approvals.

The Curbside Value Partnership will provide:

- Messaging support for roll-out of city-wide education efforts.
- Design and marketing support, as needed, to produce materials to reach the community.
- Campaign public relations/marketing support, as requested, to assist in planning and launching a targeted education campaign.
- Strategic counsel as needed.

Term; Effectiveness; Modifications; Termination

Term. This Memorandum of Understanding shall be perpetual in nature, unless terminated in accordance with the provisions of this Agreement (the "Term").

Effectiveness. This Memorandum of Understanding shall be in effect upon the date of signature of the parties.

Modifications. Unless otherwise noted herein, this Memorandum of Understanding shall not be altered, modified, or amended except by written agreement signed by both parties hereto.

Termination. This Memorandum of Understanding may only be terminated as follows:

- (a) by ten (10) day written notice from the Department of Public Service

Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

The following parties have agreed and accepted on behalf of the Department of Public Service and the Curbside Value Partnership:

Mark Kelsey, Director
Department of Public Service

Date

Steve Thompson
Curbside Value Partnership

Date

Department of Public Service Staff
Concurrence

Curbside Value Partnership
Concurrence

Initials Name

Initials Name

Appendix D: Draft Education & Outreach Plan

Curbside Recycling Outreach Plan

Goals:

- To make the residents of eligible households (single or attached units of 4 or less) aware of a new program (who is eligible, how to use the service, continued availability of yard waste on a modified schedule and regular trash services, etc)
- To make the residents of multifamily households (attached units of 5 or more) aware of nearest recycling drop box location
- To maximize participation in the curbside recycling program
- To increase diversion from the landfill (35% goal by 2015)
- To decrease contamination

Target Audience and Key Messages:

- **Residents in eligible households** (single or attached units of 4 or less)
 - Message 1: Curbside recycling and modified yard waste service is now available for you at home.
 - Message 2: Put allowable materials into your new, blue container for collection every-other week in the same location that you place your trash. Yard waste service is now available every-other week, alternating with recycling collection.
 - Message 3: Allowable materials include cardboard, paper, plastics labeled with numbers 1-7, metal cans, aluminum foil, juice boxes, plastic bags, etc. (*confirm list with selected hauler and/or processor*).
- **Residents in multi-family households** (attached units of 5 or more)
 - Message: Drop box recycling locations are conveniently located throughout the city for your use.
- **Children**
 - Message: You can recycle at home and at school.

Positioning:

- **Rational appeal** (practical reasons why recycling is worthwhile)
 - Recycling saves money on landfill fees allowing the City to redirect funds to police, fire, pothole filling, recreation and parks facilities and other resident services.
 - Recycling will extend the life of our landfill
 - It is easy to recycle
- **Emotional appeal** (emotional reasons why recycling is worthwhile)
 - Recycling protects and extends the life of our natural resources (e.g. trees, water, oil and gas) for our children because we harvest less to manufacture the things we all buy.

- Columbus will remain competitive with other major cities
- **Key benefit** (what people receive from participating)
 - Convenience of a recycling service at your curbside (or nearby drop box location) at no additional cost
- **Key drivers** (what inspires people to take action)
 - Recycling is widely accepted as a socially responsible behavior.

Strategy:

Market the new program using consistent branding with the existing Get Green Columbus identity.

Potential program elements:

A marketing and/or graphic design firm will be contracted to ensure the creation of a cohesive education and outreach campaign including some of the elements described below.

Public education and media efforts should be conducted long-term in several phases:

Run-up: January 1 - May 1, 2012

Container deployment: May 1 – December 2012

Post-deployment of containers: Throughout 2013

- **Print :**
 - **Mailers:** Send a direct mail piece via utility bills informing residents of container drop off, new service start date and allowable materials.
 - **Posters/fliers:** Design and print materials to be displayed at libraries, pride centers, schools, churches, and to accompany containers during program rollout, etc.
 - **Magnets:** Design a magnet for residents to provide collection schedule information at a glance for trash, yard waste and recycling.
 - **Containers:** Apply an in-mold or hot stamp label onto each residential recycling container lid to provide a reminder of acceptable materials. Also on the label will be a cell phone barcode scanner to quickly and easily direct residents to the program website to be reminded of collection schedules and other information. Upon delivery include program information flyers (including collection schedule) on each container as well as information on the GreenSpot program and address labels to be applied by residents (if necessary).
 - **Collection trucks:** Hauler would prefer to not use magnetic (or other material) signage for collection trucks to convey their purpose to residents ie ‘Get Green Columbus- Recycling collection. Call 311 for information’. Instead, Columbus refuse trucks could be used for this purpose with a slogan such as, “Put this refuse truck out of service-Recycle!” (slogan shown is an example of concept only).

- **Media:**
 - **Press release(s) and related media events:**
 - Downtown public space recycling installation
 - Announcement of details on service to be launched
 - First household serviced
 - Last household serviced
 - **Media Buy**
 - Although expensive, a media buy could be done to include one over-the-air station (Channels 4, 6/28 or 10) and an appropriate group of cable networks that target the desired demographic audiences, especially those who do not traditionally recycle.
 - Campaign timing to air before, during and after deployment of recycling containers in all phases to be cost effective. Repetition of key points before and during the deployment phases will be essential, especially in neighborhoods that traditionally do not recycle
 - **Free PSAs:** Work with CTV or other production company (dependent upon funding levels) to develop a PSA to be aired on CTV, YouTube, the City website and other stations upon request or through media buy.
 - One evergreen feature of about 10 minutes in length
 - Three or four 60 second to two minute short pieces that each focus on a specific aspect of the program. These will be run with much greater frequency on CTV throughout the day and night. As they are very short, they can be dropped easily between programs and into the middle of some City-produced programs
 - Several PSAs both with and without the Mayor and residents emphasizing key messages (*see above*). (ideas: City of Toronto; City of Boston: <http://www.youtube.com/watch?v=QNSF8lexZlc>)
 - **Collection schedule calendar:** Print recycling collection dates in the paper, as done with refuse.
- **Involvement:**
 - **Public space recycling:** Install recycling containers in the highly visible areas of high street and downtown.
 - **Testimonials:** Recruit neighborhood leaders to provide testimonials about recycling to be presented online as well as through word of mouth communications.
 - **Newsletters:** Ask that community groups and other organizations to include city issued sample language or some variation there-of in regular communications (newsletters, emails).

- **Social Media:** Facebook (Mayor Coleman, Columbus GreenSpot) and Twitter (Mayor Coleman) messages will notify residents of newsworthy developments in program implementation, educate on new procedures and serve as a place to get questions answered.
- **Demonstrations:** Use Pride Centers, libraries and other public spaces to install demonstration containers with example materials in each [trash, yard waste, recycling].
- **Feedback:**
 - **Container delivery:** As containers are dropped off at each household, staff will canvass the neighborhood to notify residents about the drop off and answer any questions they may have immediately. Volunteers can be recruited using the Green Columbus Earth day activities.
 - **311:** Residents will be directed to call the hotline or social media to get answers to their questions about the recycling program.
 - **Container tagging:** Determine target areas to canvass, spot checking containers and tagging them with encouraging messages (rewards?), tips on how to properly sort for the next scheduled collection (label as rejected for collection in severe instances) or door hangers notifying residents of missed recycling collection opportunity. Volunteers can be recruited for this purpose using the Green Columbus Earth day activities, summer COWIC internships and others.
- **Website content (www.recyclecolumbus.org) :**
 - **Collection schedule**
 - **Drop box locations** (link to SWACO)
 - **Educational publications for download/print**
 - **Links to SWACO, hauler, GreenSpot, [SID](#) downtown recycling, etc.**
 - **FAQ's**
 - What items can be recycled?
 - What items cannot be recycled?
 - Will I be included in the program?
 - Will condos be included in the program?
 - What day is my recycling going to be collected?
 - Where do I place my bin?
 - My recycling container is too large, can I get a smaller version?
 - My recycling container is too small, can I get a larger version?
 - How do I obtain an additional recycling container?
 - When does service start in my neighborhood?
 - Will I be charged for recycling?
 - Will my existing trash schedule be altered?
 - Will my existing yard waste service be altered?

- Will drop box locations still be available?
 - Where is my recycling being taken and how do I know it is actually recycled?
 - Can I have a second recycling bin?
 - **GreenSpot:** Use GreenSpot as a tool to assist in educating the public on recycling. In order to do so, the GreenSpot website will need to be updated with new information on recycling. Include GreenSpot print information with each container as they are delivered to residents.
- **Presentations/ meetings**
 - **Schools:**
 - Notify Columbus City School teachers via science curriculum coordinators that families in their quadrant will soon receive recycling service at home. Teachers may then incorporate this information into their lesson plans.
 - Incorporate recycling message into presentations already being done in classrooms by KCB, SWACO, GreenSpot, etc.
 - Recommend schools schedule MRF and landfill field trips.
 - **Community groups:**
 - Upon request, city staff will attend community group and church meetings to explain program and answer any questions or groups can self-educate using educational videos produced by the city for this purpose. (Develop a PowerPoint for shared use)
 - Recommend MRF and landfill field trips.
 - **Annual events:**
 - Promote the new program at events such as the Mayor's Annual Neighborhood Leaders Dinner, festivals, Neighborhood Pride and others.

Appendix E: Sample Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COLUMBUS, OHIO
AND
Consultant
FOR
PUBLIC RELATIONS RECYCLING CAMPAIGN
CAPITAL IMPROVEMENT PROJECT 520001-100011**

SECTION 1 – GENERAL

This Agreement entered into by and between the City of Columbus, Ohio, acting through the Director of Public Service, pursuant to and under the authority of Ordinance No. _____, passed _____, by the Council of the City of Columbus and approved by the Mayor of said City, hereinafter designated as the CITY, and **Consultant**, located at **address**, hereinafter designated as the CONSULTANT.

WITNESSETH: That the City and the Consultant, for mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

SECTION 2 - SERVICES BY THE CONSULTANT

Scope of Services information from Section 2 of the RFP to be added here at later date.

SECTION 3 – PAYMENT FOR SERVICES

3.1 Total Agreement Amount

The total amount of the Agreement is **\$_____**. The total Agreement amount includes Basic Services (Section 3.2), If Authorized Services, (Section 3.3), and Contingency (Section 3.4).

3.2 Basic Services

The City agrees to pay the Consultant for professional services rendered under Section 2 in an amount equal to the Billing Rate, including approved Reimbursable Expenses and Sub-agreement costs in accordance Exhibit C “Cost Summary”. These rates are deemed to be maximum rates and shall not be exceeded during the duration of this Agreement. The maximum amount to be paid for basic services under any purchase order associated with this Agreement including the Billing Rates, Sub-agreements, and other Agreement related costs shall be limited to the amount of **_____ (\$0.00)**, unless additional appropriations are authorized by Ordinance as passed by Council and approved by the Mayor. The City is not obligated to spend the maximum obligation authorized under this Agreement. Any and all verbal representations are superseded by this Agreement. The terms of this Agreement shall prevail over any conflicting or deficient terms or conditions listed in any attachments from the Consultant.

3.3 If Authorized

The City agrees to pay the Consultant for additional, authorized services rendered under Section 2, but not included in the Basic Services fee (Section 3.2). The If Authorized amount for this Agreement is **\$XXXXXX**. If Authorized Services shall be paid in the same manner as Basic Services. When the City determines an If Authorized task is

needed, the City shall request a proposal, Exhibit B, and Exhibit C from the Consultant. A schedule for that task may also be required. The City shall review, comment, and provide the Consultant with a notice to proceed for that task.

3.4 Contingency Services

During the execution of the scope of services it may become necessary to obtain additional services that were not foreseen prior to the development of the original scope of services. The City has provided funding in the amount of - (\$0.00). This amount shall be as shown on Exhibit C "Cost Summary". If it is determined that additional services are required, the City may request a proposal from the Consultant for said services. This contingency shall be utilized only upon issuance of explicit, written authorization of the City's Director of the Department of Public Service.

3.5 Billing Rates

The Billing Rate for each employee shall include the employee's labor rate, overhead rate, and fixed fee. Billing Rates shall be used to calculate the monthly invoice amount and is the product of the actual labor hours worked by each of the Consultant's employees in performing services under this Agreement, times the billing rate paid by the Consultant to each employee. These rates shall not exceed those shown in Exhibit C "Cost Summary".

3.6 Overhead Rate

The overhead rate, included in the billing rate in Section 3.5, is defined for this Agreement to include the Consultant's actual costs which are incurred for the operation of the Consultant's offices and business, incurred for the performance of the Consultant's specific Agreements, and which are allocable to the services performed under this Agreement.

3.7 Other Direct Costs

3.7.1 REIMBURSABLE EXPENSES

Reimbursable expenses shall be limited to those shown on Exhibit C "Cost Summary", unless written approval for additional expenses is authorized by the City during the prosecution of the Agreement scope of service. These expenses shall be limited to the actual cost borne by the Consultant, and shall be evidenced by proof of expenditure at the time of invoice to the City. The Consultant stipulates herein that they have incorporated all expenses associated with the day-to-day operations of delivering the professional services identified within Section 2 herein, and that these expenses are included within the Consultant's overhead rate as described in Section 3.6. UPS/FedEX charges are reimbursable as allowed on Exhibit C and the invoice must provide a written explanation for the urgency to use this premium service.

If the Consultant or subconsultant travels to Columbus to work on the project, the City shall reimburse for lodging and travel up to the amounts listed on the U.S. General Services Administration web site, <http://www.gsa.gov/portal/category/100120>. The City shall reimburse up to \$70/day for rental car (including tax and fuel).

3.7.2 SUB-CONSULTANT PAYMENTS

The Consultant shall be reimbursed for the cost of subcontracted services in accordance with this Agreement upon submitting and validating the sub-consultant services. Per the proposal submitted on [date] or final negotiations on

[date], the Consultant agrees to contract with the subconsultants listed in the proposal and have the subconsultants perform at least the percentage of the contract amount indicated in the proposal or agreed to in negotiations as shown below:

Sub 1	%
Sub 2	%

The Consultant shall submit the City's Subconsultant Reporting Form / Payment Affidavit. The affidavit for the first project invoice shall be submitted no later than the third project invoice. Each future invoice shall include an affidavit. It is understood by the City and Consultant that the affidavit submitted will reflect payments made on a prior invoice. If it is determined during the duration of the Agreement the percent of work attributed to each subconsultant cannot be met, the Consultant shall request a waiver from the Director of Public Service. The request for a waiver shall be in the form of a letter listing the initial subconsultant utilization plan (shown above and included in the proposal and the plan for that task), the proposed revised subconsultant utilization plan, and a detailed explanation of the change. The Department shall review each request and respond to the Consultant in a timely manner. If the Consultant is not meeting the percentages outlined in this agreement as determined by the Director of Public Service the Director reserves the right to cancel the Agreement. Requests for a waiver shall be sent to:

Office of Support Services
Department of Public Service
109 N. Front St. – Ground Floor
Columbus, OH 43215
Attn: Capital Fiscal Manager

3.8 Partial Payments

3.8.1 Invoices for partial payment in proportion to services rendered as the work progresses shall be submitted by the Consultant to the City at 30 day or more intervals. The City will not process an invoice if it has not received an Agreement Progress Report (Section 4.2) within the last 30 days from the date of invoice. The Consultant will also complete a Subconsultant Reporting Form / Payment Affidavit and submit it with each invoice as described in Section 3.7.2. The City will provide the Consultant with the affidavit. If the affidavit is not submitted as directed, payment for that invoice may be withheld until the affidavit is completed. This affidavit does not need to be submitted with the first two invoices, but must be submitted starting with the third invoice.

3.8.2 The Consultant shall utilize the invoicing format and calculation method provided by the City's Office of Support Services within the Department of Public Service. The invoice for payment shall show the total cost for the period of the invoice and balance of previous billings on the Agreement and be coordinated with the data in the contract. Only one copy of the invoice is to be submitted to:

City of Columbus
Office of Support Services
109 N. Front Street – Ground Floor
Columbus, OH 43215
Attn.: Mark Williams

- 3.8.3 The actual direct labor costs shall identify the employee name; employee number (if applicable); labor classification; hours charges to the Agreement; and the billing rate. The City may require the Consultant to provide payroll records which support the hourly rates being invoiced during the duration of the Agreement.
- 3.8.4 Sub-Agreements and supplemental services shall be similarly documented when submitted for payment during any invoice period. Copies of the subconsultant's invoice shall be attached with the Consultant's invoice.
- 3.8.5 The Consultant is responsible to maintain a Master List of non-expendable personal property purchased and approved by the City for the work as Reimbursable Expenses. Non-expended personal property shall be delivered to the City's representative upon completion of the Consultant's service and shall conform to the Master List.
- 3.8.6 All reimbursable expenses require a receipt attached to the invoice, including subconsulting services. The City does not reimburse for sales tax paid on commodities purchased for projects. An exemption certificate is available from the City.
- 3.8.7 The City will reimburse mileage at the current IRS standard mileage rate for the use of a car for project purposes.

SECTION 4 – PERIOD OF SERVICES

- 4.1 The Consultant shall commence the Agreement's scope of service immediately upon the issuance of written authorization by the City. The Consultant's progress for the delivery of the entire scope of services shall conform to that shown on the Gantt Chart. The Consultant will maintain a sufficient force of personnel to complete the services authorized as set forth in the Agreement contingent upon timely review and input of the City and others.
- 4.2 An Agreement Progress Report shall be submitted at the end of each month. Said Report is for purposes of documenting the progress of the Consultant's work, and any deviations to the schedule of said work.

SECTION 5 – CITY RESPONSIBILITIES

- 5.1 The City shall make available for the use of the Consultant, copies of all existing information and graphics in the possession of the City which may be pertinent to the performance of the professional services under this Agreement.
- 5.2 So as not to delay the Consultant's work, the City shall respond within a reasonable time to the Consultant's requests for written decisions and determinations pertaining to the Agreement. The City shall not, however, be responsible for legal judgments.
- 5.3 The City shall give written notice to the Consultant whenever the City becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Consultant's performance of services under this Agreement.
- 5.4 The City shall examine all deliverables presented by the Consultant.

- 5.5 The City shall assist and cooperate with the Consultant to allow the professional services to be executed in a timely and effective manner.
- 5.6 The City shall audit each invoice for conformance with the Agreement and if there are discrepancies the City will notify the consultant in a timely manner. If a corrected invoice is needed from the Consultant, the Consultant is to provide a correct invoice to the City with ten (10) business days from the date of notification.

SECTION 6 – STANDARDS OF PERFORMANCE, ERRORS, AND OMISSIONS

- 6.1 Services provided by the Consultant under this agreement shall be performed in a manner consistent of that profession currently practicing under similar circumstances.
- 6.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of the Consultant's service. The Consultant shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without any additional compensation from the City.
- 6.3 Acceptance of services, including payment for same, shall not relieve the Consultant of the responsibility for subsequent correction of its negligent acts, errors, omissions, or for clarification of ambiguities.

SECTION 7 - MODIFICATIONS

No modification, amendment, alteration, addition or waiver of any section or condition of this Agreement shall be effective or binding unless it is in writing and signed by the Director of Public Service of the City and the Consultant and approved by the appropriate City Authorities.

SECTION 8 – AGREEMENT TERMINATION

If either the City or the Consultant violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Agreement, in whole or in part by providing fourteen (14) calendar days or other appropriate length of time written notice to the Consultant prior to the effective date of termination. If this Agreement is so terminated, the City is liable only for payments required by the terms of this Agreement for services received and accepted by the City.

SECTION 9 - RECORDS TO BE MAINTAINED, ACCESS TO RECORDS:

- 9.1 The Consultant shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the scope of services defined in this

Agreement in accordance with generally accepted professional and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant shall provide proper facilities for such access and inspection. The Consultant shall not charge the City for time spent assisting the City in reviewing said documents.

- 9.2 The Consultant shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Agreement. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

SECTION 10 – WORKER’S COMPENSATION

The Consultant shall comply with all Workers’ Compensation laws of the State of Ohio. Proof of coverage shall be attached to this Agreement.

SECTION 11 - INSURANCE AND INDEMNITY

- 11.1 The Consultant shall indemnify, protect, defend and hold harmless the City from any claim, loss or damage arising in any way from the Consultant’s performance under the terms of this Agreement and from any negligent or wrongful act or omission of the Consultant arising therein. Consultant shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. Consultant must attach a copy of the Certificate(s) of Insurance to this Agreement:

- 11.1.1 Bodily Injury Liability and Automobile Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one accident or occurrence.
- 11.1.2 Property damage insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) from damages on account of any one accident; and One Million Dollars (\$1,000,000.00) on all accidents.
- 11.1.3 Valuable Papers Insurance in an amount sufficient to assure the restoration of any drawings, Agreement manual pages, field notes, or other similar data relating to the work under this Agreement, in the event of their loss or destruction, during the life of this Agreement.
- 11.1.4 Professional Liability Insurance in an amount as necessary to provide coverage for any negligent acts, errors, omissions or negligence by the Consultant and its technical Sub-Consultants. Sub-Consultants of the Consultant who are manifestly not providing professional services need not carry Professional Liability Insurance.

SECTION 12 – EQUAL OPPORTUNITY CLAUSE

Consultant agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Consultant or Sub-Consultant to comply with the provisions of Article I, Title 39, may result in cancellation of this Agreement. (Ordinance 2550-93.)

SECTION 13 – CITY INCOME TAX TO BE WITHHELD

The Consultant hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its sub-consultants shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Agreement. If it has been determined by the Columbus Income Tax Division that Consultant, or any of its sub-consultants, owes city income taxes, the Consultant agrees that the City may withhold the amount due to the City from any amount due to the Consultant for services performed under this Agreement.

SECTION 14 – APPLICABLE LAW, REMEDIES

This Agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes, and other matters in question between the City, its agents and employees, and the Consultant arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio

SECTION 15 – NONEXCLUSIVE REMEDIES

The remedies provided for in this Agreement shall not be exclusive but are in addition to all other remedies available under the law.

SECTION 16 – CAMPAIGN CONTRIBUTIONS

Consultant hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of that Section; that it is eligible for this Agreement under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this Agreement and for one year thereafter.

SECTION 17 – SURVIVORSHIP

All services executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement, or any extension thereof. Further, the terms, conditions, and warranties contained in this Agreement that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Agreement, shall so survive.

SECTION 18 – MISCELLANEOUS

18.1 City and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Consultant shall not assign this Agreement without the written consent of the other. City Council approval is required to accept assignment of the Agreement. A written agreement between all parties is required to execute the

assignment. A written agreement between the City and Consultant may be needed outlining the scope of services, if any, at that time.

- 18.2 This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant.
- 18.3 Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or Consultant.
- 18.4 Severability and Reformation: Any provisions or parts of this Agreement held to be invalid or unenforceable under law shall be deemed to be stricken and all remaining provisions shall continue to be valid, binding and in full force and effect upon the parties. The parties agree that if any provision is unenforceable, for any reason whatsoever, that such provision will be appropriately reformed and given effect to the extent that it may be enforceable.

SECTION 19 – ATTACHMENTS REQUIRED

The following documents are hereby incorporated into and made part of the Agreement:

- 19.1 Exhibit A, Gantt Chart, dated
- 19.2 Exhibit B, Estimate of Cost Allocation by Task Activity, dated
- 19.3 Exhibit C, Cost Summary, dated
- 19.5 Signature Affidavit
- 19.6 Non-collusion Affidavit
- 19.7 Declaration of Material Assistance
- 19.8 Proof of Insurance with the City named as additional insured: City of Columbus, 109 N. Front St., Columbus, OH 43215. Certificate must include the project name.
- 19.9 Current Workers Compensation Certificate

[Remainder of page intentionally left blank]

SECTION 20 – EXECUTION, APPROVAL, AND CERTIFICATION

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

CITY OF COLUMBUS

Mark Kelsey
Director of Public Service

Date

CONSULTANT

Signature

Print Name

Title

Date

Approved as to form:

Richard C. Pfeiffer, Jr.
City Attorney

I certify compliance with applicable sections of Title 39 as of _____
(date)

(name)

EXHIBIT A, CONTRACT TIME SCHEDULE

EXHIBIT B, ESTIMATE OF COST ALLOCATION BY TASK ACTIVITY

EXHIBIT C, COST SUMMARY

CONTRACT SIGNATURE AFFIDAVIT

(Must be completed when the individual signing the Contract is NOT the President, Vice President or CEO of the Company.)

STATE OF: _____

COUNTY OF: _____

_____, being duly sworn, deposes and says that he/she is

_____ of _____, a Corporation, LLC, or LLP organized and
(Title) (Company Name)

existing under and by virtue of the laws of the State of _____, and having its principal office at

City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

(Company Name)

Affiant further says that _____ is _____
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for : _____

For said Company by virtue of _____
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant**

**** AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.****

Sworn to before me and subscribed in my presence this _____ day of _____ 20____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes

(Person)

And says that he/she is

(Sole owner, partner, president, secretary, etc.)

of _____

(Firm)

the party making the foregoing proposal; that to the best of his/her knowledge and belief:

1. The prices in the Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Consultant or with any competitor.
2. Neither the Consultant nor any of its officers or directors have any financial or ownership interest in or are affiliated in any way with any other consultant on the same Contract.
3. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Consultant and will not knowingly be disclosed by the Consultant prior to the bid opening, directly or indirectly, to any other Consultant or to any competitor.
4. No attempt has been made or will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Affiant)

Sworn to and subscribed before me _____ day of _____, 20_____

(Notary Public)

_____ County, Ohio.

My Commission expires:

_____, 20_____

Declaration of Material Assistance