

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

Date: **November 18, 2009**

REQUEST FOR PROPOSALS: RFP No. 10-0011	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)
GENERAL SCOPE	The Columbus Consolidated Government seeks a retail/service business to occupy space within the new (<i>Rails-to-Trails</i>) Park and Ride locations. The building, which will have the same footprint and layout, are currently being constructed at Manchester Expressway and Warm Springs Road (See attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses. Suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas sales), newsstand or other similar service.
DUE DATE	<u>Due: DECEMBER 18, 2009 – 5:00 PM (EST)</u> Sealed proposals must be received and date/time stamped on or before the due date by the Purchasing Division of Columbus Consolidated Government, located in the Finance Department, 5 th Floor, Government Center, 100 Tenth Street, Columbus, Georgia.
HOW TO OBTAIN SPECIFICATIONS AND ADDENDA	<u>IMPORTANT INFORMATION</u> Any addenda for this project will be posted on the above listed web page. 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	<i>If you are not interested in this invitation please email krobertson@columbusga.org or complete the form on the back of this sheet and fax to 706 653-4109.</i>

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

STATEMENT OF "NO PROPOSAL SUBMISSION"

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

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

Fax number (706) 653-4109 **Attn: Kevin R. Robertson, Buyer**

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for RFP NO. 10-0011 for Retail Space for Park and Ride at Warm Springs Road/Manchester Expressway Locations (Annual Contract) for the following reason(s):

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

Comments _____

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

COMPANY NAME: _____

AGENT: _____

DATE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

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 offeror. The contract file shall contain the basis on which the award is made.

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

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

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

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

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

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

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

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

Email krobertson@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: Kevin R. Robertson, Buyer
Email krobertson@columbusga.org or
Fax (706) 653-4109

RE: **RFP No. 10-0011 - RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS
ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)**

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

From:

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

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)

The Consolidated Government of Columbus seeks a retail/service business to occupy space within the new **(Rails-to-Trails)** Park and Ride locations. The building, which will have the same footprint and layout, are currently being constructed at Manchester Expressway and Warm Springs Road (See attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses. Suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas sales), newsstand or other similar service.

- A. PROPOSAL SUBMITTAL DATE:**
SEALED PROPOSALS ARE DUE: December 18, 2009, NO LATER THAN 5:00 PM (Eastern Time). *Submit one original and six identical hard copy of the proposal. For proper identification the proponent's complete name and address should appear on the exterior of the proposal package.*

To achieve uniform review process and maximum degree of comparability, proposals should be spiral bound on the left hand side or in a ring binder and organized in tabbed sections. 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. 10-0011 – RETAIL SPACE FOR PARK AND RIDE AT
THE WARM SPRINGS ROAD/MANCHESTER EXPRESSWAY
LOCATIONS (ANNUAL CONTRACT)**

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 solicitation currently advertised must take place in writing and be 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. Excuses 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 RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS ROAD/MANCHESTER EXPRESSWAY LOCATIONS (ANNUAL CONTRACT)

1.0 INTRODUCTION:

Columbus is home to over 180,000 residents, with many more expected over the next several years with the impact of BRAC (Base Realignment and Closure). With this growing population, transportation will remain a concern. The Rails to Trails project, when completed, will be a 10-mile bike and pedestrian trail that will allow users to travel from downtown Columbus out to Psalmond Road. This trail will be an asset to the citizens of Columbus and is a step towards providing alternate means of transportation to residents.

The City began construction on the Rails-to-Trails project in 2008 with a projected finish of Summer 2010. Along the course of the trail will be two Park and Ride locations. One will be located on Warm Springs Road and the other along Manchester Expressway (please see attached map for locations). The purpose of the Park and Ride is to allow trail users to unload/load bikes, enter and exit the trail, and to provide a place to stop and rest along the trail. Both locations feature a building that contains ±400-sq/ft of interior retail space. The Park and Ride also includes a picnic area and public restrooms that may be utilized.

2.0 SCOPE:

The City seeks a retail/service business to occupy space within the new Rails-to-Trails Park and Ride locations. The building, which will have the same footprint and layout, are currently being constructed at Manchester Expressway and Warm Springs Road (See attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses. Suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas sales), newsstand or other similar service.

3.0 BUILDING SPECIFICS:

- A. The City will provide the basic amenities for the building.
- B. All signage must be approved by the City. No free-standing signs or portable signs will be allowed.
- C. Any improvements to the building must be approved by the City.
- D. The City will be responsible for Pest Control.
- E. No loading dock is available for loading/unloading supplies.

4.0 TENNANT REQUIREMENTS:

- A. The tenant shall have exclusive right to conduct and operate as an independent contractor and not as an employee or an agent of the City.
- B. The Tenant shall procure at its sole expense such Permits and Licenses as may be required to conduct its business.
- C. The tenant shall pay at its sole expense all charges, fees and taxes as may be required.

- D. The Tenant shall provide at its sole expense all equipment, supplies, materials, merchandise, transportation and labor necessary for the satisfactory operation of the Tenant's business.
- E. The Tenant is responsible for all maintenance and upkeep of the space inside the building.
- F. The Tenant represents and warrants that no officer; employee or agent of the City is directly or indirectly involved in the Tenant's business or has any financial interest in the Tenant's business.
- G. The Tenant agrees to indemnify the City from, and to assume all liability for, the payment of taxes or assessments of any kind whatever that by law shall or may be levied on the premises occupied by the Tennant or arising out of the operation of the Tenant's business or by reason of Tenant's occupancy of the building.
- H. This agreement and the space herein authorized shall not be assigned, transferred, sub-contracted or otherwise disposed of without the written approval of the City.
- I. It is understood and agreed that nothing herein contained is intended or shall be construed to in any way to create or establish the relationship of co-partners between the parties hereto, or as constituting Tenant the general representative or agent of the City for any purpose whatsoever.

5.0 HOURS OF OPERATION:

The hours of operation for the trail will be from dawn to dusk. The Tenant will be limited to these same hours.

6.0 LEASE PAYMENTS:

Lease Payments will be made by the 10th of each month to the following:

Columbus Consolidated Government
 Department of Community Reinvestment
 Attn: Joe Riddle, Director
 420 Tenth Street (*The CCG Annex Building/2nd Floor*)
 Columbus, GA 31901

7.0 LEASE TERM:

The lease term will be three (3) years with the option to renew for one (1) additional year.

8.0 INDEMNIFICATION AND INSURANCE

- A The Tenant shall indemnify and save harmless Columbus Consolidated Government (the City) against and from any and all claims, demands, actions, causes of actions, suits and all other liabilities whatsoever, including court costs and attorney's fees on account of, or by reason of, or growing out of personal injuries or death to any person, including Tenant or its employees, or property damage suffered by any person, including Tenant and its employees, whether the same results from the actual or alleged negligence of the City's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the City from any and all loss by reason of the premises or anything related in any way whatsoever to the Agreement whereby the Tennant or its employees have been negligent. Tenant shall supply evidence of insurance satisfactory to the City covering the liabilities and indemnification required by this Agreement.

- B Tenant hereby certifies that it has accepted the provisions of the Worker's Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the work covered by this Agreement is concerned, and that it has insured its liability there under in accordance with the terms of the said Acts, as evidenced by the certificate of insurance which will be provided with proposal, or that it has duly filed a proper certificate of exemption from insurance with the Georgia Department of Labor and Industry.
- C Throughout the term of the Agreement the Tenant shall also maintain Fire Insurance with the comprehensive coverage upon Tenants furniture, fixtures, appliances, equipment, merchandise and stock in trade which are used, installed or stored in and at the premises covered by this Agreement. However, it is understood that in all cases Tenant is responsible for, and that the City's fire Insurance does not extend to Tenant's furniture, fixtures, appliances, equipment, merchandise and stock and trade which are used, installed or stored in or at the premises covered by the Agreement.
- D The Tenant has hereby remised, released and discharged the City, its elected and appointed Officials, Agents, Employees or Representatives from any liability whatsoever hereinafter arising from loss or damage caused by fire or other casualty for which insurance (permitting Waiver of Liability and containing a Waiver of Subrogation) is carried by the Tennant at the time of such loss or damage to the extent of any recovery under such insurance.
- E Tenant shall maintain insurance and shall keep the City as an additional insured on such policy through the term of this Agreement. The Tenant shall include a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the required minimum coverage's and specifically identifying the City as an additional insured, which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to the City. The insurance shall cover the following:
1. **General Liability** (including Premises and Operations, Contractual, Independent contractors and Products Liability, Employer's Legal Liability and Fire Legal, Liability)
 2. **Bodily Injury**, including Death
 3. **Property Damage**
 4. **Automotive/truck insurance** covering all owned, hire and non-own vehicles.
 5. **Workers Compensation** (If by law, applicable to Tennant's Organization)

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 response. Certificate of Insurance is acceptable.**

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

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

- F All premiums shall be at the expense of the Tennant.
- G All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall occur later, Tennant shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal and also identifying the City as an additional insured, to be forwarded to the City.
- H The City at its mutual discretion may modify or waive any of the foregoing insurance requirements.

9.0 ADDITIONAL CONTRACT REQUIREMENTS:

- A. In the event of a total destruction of the Building or damage to or destruction of a portion thereof so substantial that the remainder is not economically operable for the purpose herein contemplated, by fire, windstorm, or other hazard, operation of the premises shall be suspended until the portions thereof so destroyed or damaged are rebuilt, repaired or replaced. It is understood and agreed by the parties hereto that the City is under no obligation to rebuild, repair or replace the Building in such event. However, in the event the City elects not to rebuild, repair or replace, the Tennant may terminate this Agreement. In the event such damage or destruction is less substantial so that the remainder of the premises is economically operable, operation shall continue to the extent practical while restoration is under way.
- B. The City shall not be liable for any loss or damage suffered by the Tennant arising out of the interruption or cessation of this Agreement or for any loss suffered by the Tennant in the performance of its obligations under this Agreement, resulting from any strike or other work stoppage, breakdown or failure of apparatus, equipment, machinery employed in the operation of the building, any temporary stoppage for repairing, improvement or replacement thereof, any order or act of any official or agency of local, state or federal government, or any act or condition beyond its control. However, in the event the Tennant is forced to suspend operations hereunder for a period of six months or longer due to a declared national emergency or declaration of war or any act of the City, then this Agreement shall ipso factor terminate.
- C. The City shall have the right to terminate and rescind this contract in its entirety or in part, at the option of the City, immediately upon the happening of any of the following events:
 - 1. Filing by Tennant of a Voluntary Petition in Bankruptcy.
 - 2. The commission by the Tennant of any acts which constitutes an act of bankruptcy.
 - 3. The occurrence of any act which operates to deprive the Tennant of the rights, powers and privileges necessary for the proper conduct and operation of the business described in this Agreement.
 - 4. The abandonment or discontinuance of the operation of the Building described in this Agreement.

5. The failure of the Tennant to correct, within ten (10) days from the date he/she receives notice from the City, any alleged breach or default by Tennant of any of the terms, covenants, and conditions hereunder.
6. The falsification by Tennant of its application, proposal, or any reports or documents received to be kept or submitted under this Agreement.
7. The indictment of Tennant or its Executive Officers for a felony.
8. Misrepresentations of products or services for sale, or unfair sales practices.
9. Discrimination against any employee or other person on account of race, color, sex, religious creed, ancestry, age or national origin.
10. It is further agreed that if the Tennant shall become insolvent, make any assignment for the benefit of creditors or otherwise commit any act of bankruptcy, or file a voluntary Petition in Bankruptcy, or if any final judgment shall be entered against Tennant and remain unsatisfied for thirty (30) days, or an Involuntary Petition in Bankruptcy be filed against the Tennant, or make any attempt to delegate duties without the prior written consent of the City, all commission reserved to the full term of this Agreement shall become due and collectable immediately by distraint or otherwise and the real property occupied, shall be immediately surrendered to the City.

10.0 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

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. **Attachment B** must be completed and returned with proposal.

11.0 PROPOSAL SUBMISSION REQUIREMENTS

The complete proposal shall contain the following information and shall be submitted in the order shown below. Any additional information that is felt relevant by the offeror, but does not apply to the categories listed, should be added after the items listed below.

An offeror who submits a proposal, which does not address each of the sections specified below, will be deemed non-responsive, and the proposal submission will be deemed incomplete.

Section 1: TRANSMITTAL LETTER

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

Offeror shall describe their experience and qualifications in the operation of a retail location.

Section 4: BUSINESS PLAN:

- a) Provide detailed description of the goods/services to be provided. Include a description of the staff that will operate the business.
- b) Provide a timeline of when the business will be ready to occupy the space and begin operation.

Section 5: BUSINESS REQUIREMENTS:

- a) Provide proof of insurance (See Attachment: A)
- b) Complete GSICA Form (See Attachment B)
- c) Provide copy of Business License
- d) Provide completed copy of W-9 (See Page 26 of 27 pages)

Section 6: CONTRACT SIGNATURE PAGE & TAX IDENTIFICATION NUMBER

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

12.0. REP EVALUATION

Each firm's submittal will be evaluated to determine which vendor can provide the Columbus Consolidated Government (the City) the best service. The following criteria will be used to evaluate proposals and are weighted as follows:

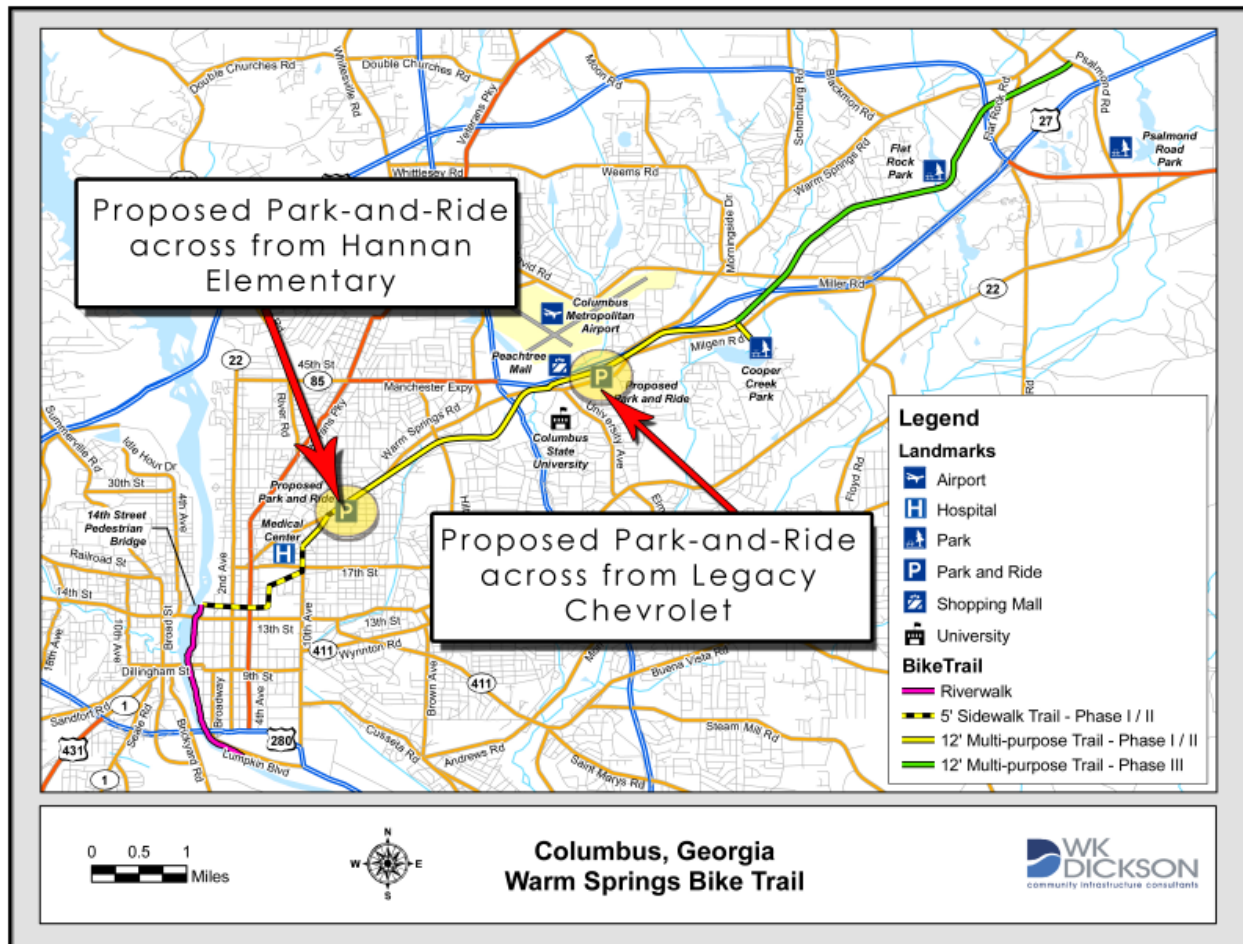
Criteria	Weight
A. Experience /Qualifications	30%
B. Relevance to Trail Uses	25%
C. Business Plan	30%
D. Lease Proposal	15%

Each of the above criteria (A-D) will be given 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.

RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS ROAD/MANCHESTER EXPRESSWAY LOCATIONS (SITE PLAN)



APPENDIX A**INSURANCE CHECKLIST****RFP NO. 10-0011**

**RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS
ROAD/MANCHESTER EXPRESSWAY LOCATIONS
(ANNUAL CONTRACT)**

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

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

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

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	
	18. XCU (Explosive, Collapse, Underground) Coverage		
	19. USL&H (Long Shore Harbor Worker's Compensation Act)		
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
	22. Pollution	\$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		

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

INSURANCE AGENT'S STATEMENT:

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

AGENCY NAME: _____

AGENTS NAME: _____

SIGNATURE of AGENT: _____

BIDDER'S STATEMENT:

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

BIDDER NAME: _____

AUTHORIZED SIGNATURE: _____

APPENDIX B

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

"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)

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

**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 *How to get a TIN* 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.

Social security number : : :
OR
Employer identification number : : :

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

APPENDIX C

**CONTRACT SIGNATURE PAGE
RETAIL SPACE FOR PARK AND RIDE AT THE WARM SPRINGS
ROAD/MANCHESTER EXPRESSWAY LOCATIONS
(ANNUAL CONTRACT)**

The undersigned hereby declares that he has/they have carefully examined the specifications herein referred to and will provide all equipment, terms and services of the Consolidated Government of Columbus, Georgia for the following:

By: _____
Signature of Authorized Representative

Witness as to the Contractor

Print Name and Title of Signatory

Witness as to the Contractor
(Corporate Seal)

Business Name

Business Address

Tax ID Number

Telephone Number

Fax Number

Email Address

**CONSOLIDATED GOVERNMENT OF
COLUMBUS, GEORGIA**

Accepted this ____ day of _____ 2009

APPROVED AS TO LEGAL FORM:

Isaiah Hugley, City Manager

Clifton C. Fay, City Attorney

ATTEST:

Tiny B. Washington, Clerk of Council

****COMPLETE AND RETURN THIS PAGE WITH SEALED PROPOSAL****