

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: December 22, 2011

REQUEST FOR PROPOSALS: RFP NO. 12-0008	Qualified vendors are invited to submit sealed proposals, subject to conditions and instructions as specified, for the furnishing of: DEVELOPER/OPERATOR FOR AN RV PARK AND/OR MARINA AT OXBOW MEADOWS ENVIRONMENTAL PARK
GENERAL SCOPE	Columbus Consolidated Government is looking for qualified developers/operators to submit a proposal for the development of certain City-owned property located in Oxbow Meadows Environmental Park. The success of the City's 16-mile Riverwalk project has prompted interest by the City to target portions of vacant Oxbow Meadows land for additional community improvements.
NON-MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT	A Non-Mandatory Pre-Proposal Conference is schedule at 11:00 AM on Monday, January 9, 2012 in the Oxbow Meadows Environmental Learning Center, which is located at 3535 South Lumpkin Road, Columbus GA. A tour of the site will follow the meeting.
DUE DATE	FEBRUARY 24, 2012 - 5:00 PM (EASTERN) Sealed proposals must be received and date/time stamped by the above date/time by the Finance Department/Purchasing Division of Columbus Consolidated Government, located on the 5 th Floor, Government Center Tower, 100 Tenth Street, Columbus, GA.
ADDENDA	<u>IMPORTANT INFORMATION</u> Addenda, if any, will be posted at http://www.columbusga.org/finance/proposals.htm . Vendors are responsible for periodically visiting the web page for addenda before the due date and before submitting a proposal.
NO PROPOSAL SUBMISSION	If you are not interested in this solicitation, please complete and return page 2.

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

Fax number (706) 653-4109

Attn: Della Lewis, CPPB, Buyer Specialist

Columbus Consolidated Government

Purchasing Division

P. O. Box 1340

Columbus, Georgia 31902-1340

We, the undersigned decline to submit a proposal for **RFP No. 12-0008** for **Developer/Operator for an RV Park and/or Marina at Oxbow Meadows Environmental Learning Center** 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, Columbus Consolidated Government may delete our company from its bidder list for this commodity or service.

COMPANY NAME: _____

AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE PROCEDURES AS OUTLINED BELOW IN SECTIONS 3-110 AND 3-111 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 DIRECTOR.

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

Email Dlewis@columbusga.org or use the attached “Question/Clarification” Fax Form (On the reverse of this sheet) to submit questions. QUESTIONS AND REQUESTS FOR CLARIFICATION WILL BE RECEIVED UNTIL FEBRUARY 1, 2012.

COLUMBUS CONSOLIDATED GOVERNMENT GENERAL PROVISIONS FOR REQUEST FOR PROPOSALS

Developer/Operator for an RV Park and/or Marina at Oxbow Meadows Environmental Park RFP No. 12-0008

Columbus Consolidated Government is looking for qualified developers/operators to submit a proposal for the development of certain City-owned property located in Oxbow Meadows Environmental Park. The success of the City's 16-mile Riverwalk project has prompted interest by the City to target portions of vacant Oxbow Meadows land for additional community improvements.

A. PROPOSAL SUBMITTAL DATE:

SEALED PROPOSALS ARE DUE: FEBRUARY 24, 2012 NO LATER THAN 5:00 PM (Eastern). *Submit one original and ten (10) identical copies of the proposal.* For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package.

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

(U. S. Mail)

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

(Deliver)

Columbus Consolidated Government
Purchasing Division
100 10th Street
Columbus, Georgia 31901

Reference: RFP No. 12-0008 – RV Park and/or Marina at Oxbow Meadows Environmental Park

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, names and address of subcontractors must be provided in proposal response. The offeror shall be responsible for subcontractors' full compliance with the requirements of the RFP specifications. If awarded the contract, payments will only be made to the offerors submitting the proposal. The Columbus Consolidated Government will not be responsible for payments to subcontractors.

D. QUESTIONS ABOUT THE RFP:

Communication concerning any solicitation currently advertised must take place in writing and addressed to the Purchasing Division. See page titled "Do You Have Questions ..." within this proposal package. Questions and Requests for Clarification will be received until January 16, 2012.

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 Purchasing Division will post all addenda (if any) for this project at <http://www.columbusga.org/finance/proposals.htm>. **It is the vendors' responsibility to periodically visit the web page for addenda, before the due date and before submitting a proposal.**

G. CONTRACT:

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

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

H. NON-COLLUSION:

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

I. INDEMNITY:

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

J. DISADVANTAGED BUSINESS ENTERPRISE CLAUSE:

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

K. SPECIFICATION DESCRIPTIONS:

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

L. TAXES:

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

M. DRUG-FREE WORKPLACE:

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

N. FEDERAL, STATE, LOCAL LAWS:

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

O. PROVISIONS OF THE PROCUREMENT ORDINANCE:

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

P. INSURANCE:

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

Q. HOLD HARMLESS AGREEMENT:

The successful respondent hereby agrees to indemnify, hold free and harmless Columbus Consolidated Government (The City), its agents, servants, employees, officers, directors and elected officials or any other person(s) against any loss or expense including attorney fees, by

reason of any liability imposed by law upon the City, except in cases of the City's sole negligence, sustained by any person(s) on account of bodily injury or property damage arising out of or in the consequence of this agreement.

R. TERMINATION OF CONTRACT:

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

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

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

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

S. TIME FOR CONSIDERATION:

Due to the evaluation process, proposals must remain in effect for at least **90 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.

PRE-PROPOSAL CONFERENCE/SITE VISIT ATTENDANCE CONFIRMATION FORM

DATE: _____

TO: Della Lewis, Buyer Specialist
Email dlewis@columbusga.org or
Fax (706) 653-4109

RE: RV Park and/or Marina at Oxbow Meadows Environmental Park - RFP No. 12-0008

A Non-Mandatory Pre-Proposal Conference is schedule at 11:00 AM on Wednesday, January 25, 2012 in the Oxbow Meadows Environmental Learning Center, which is located at 3535 South Lumpkin Road, Columbus Georgia. A tour of the site will follow the meeting.

The purpose of the conference is to discuss any questions or concerns vendors may have regarding the specifications. Vendors must notify Della Lewis at fax number (706) 653-4109 or email dlewis@columbusga.org to confirm attendance at the mandatory pre-proposal conference.

All vendors attending the mandatory pre-proposal conference/site visit must sign an attendance sheet, complete with the name of the firm, name of the attendee, complete address, phone and fax numbers.

Please indicate below your intent to attend the Non-Mandatory Pre-Proposal Conference/Site Visit.

(PLEASE PRINT)

FROM: _____

Company Name	Number of Attendees		
Representative	Email Address		
Mailing Address	City	State	Zip
Telephone Number	Fax Number		

**DEVELOPER/OPERATOR FOR AN
RV PARK AND/OR MARINA AT
OXBOW MEADOWS ENVIRONMENTAL PARK
RFP NO. 12-0008**

I. OVERVIEW

The City of Columbus (the “City”) is looking for qualified developers/operators to submit a proposal for the development of certain City-owned property located in Oxbow Meadows Environmental Park. The success of the City’s 16-mile Riverwalk project has prompted interest by the City to target portions of vacant Oxbow Meadows land for additional community improvements.

The Project scope includes the development and operation of an RV Park and/or Marina (“Project”) on the south side of the Oxbow Meadows Environmental Park (“Park”). The goal of the City in soliciting interest in the Project is to create a financial return for the City’s investment in the Park as well as enhance the overall utilization and attractiveness of the Park for residents and visitors alike.

To attract a highly qualified Project partner, the City is not confined to a particular deal structure and looks to the respondent to present an arrangement that would fit within the confines of the City’s objectives which includes enhancing the City’s financial return from the Park and increasing visitation in the existing components of the Park.

The respondent may choose to undertake both components of the Project, a single component of the Project, or team with another organization to propose on both the RV Park and Marina components. A respondent that proposes on both components may receive additional recognition in scoring the submission, however, bidding on both components is not mandatory to be awarded a single component of the Project.

The City believes this Project presents an excellent opportunity for development and ongoing operation in the City of Columbus given the economic stability of Columbus, the physical attributes and current amenities available at the Park, the location of the Park near Fort Benning and the new National Infantry Museum, existing visitor base, as well as the involvement of the City and Columbus State University on adjacent parcels in the master-planned Park.

Additional Information is available from the attachment documents:

Technical Specification

- Appendix A: RV Park Market Study
- Appendix B1 & B2: High Resolution Site Map
- Appendix C: High Resolution Master Plan Map
- Appendix D: Web Site Links
- Appendix E: Department of the Army Permit – Marina (expired)

II. SITE INVESTIGATION

By submitting a proposal, the proposers acknowledge that they have investigated and satisfied themselves as to the conditions affecting the work. Any failure by proposers to acquaint themselves with the available information will not relieve them from responsibility for providing the materials and services required. Neither the City nor its representatives shall be responsible for any conclusions or interpretations made by the proposers of the information made available by the City.

A site visit is scheduled for Wednesday, January 25, 2012 at 11:00 AM (refer to page 12). Any Proposer wishing to make arrangements to investigate the site and facilities for a different/additional date may do so by making arrangements with Rick Jones, Planning Director, at 706-225-3936. **Additional site visits outside of the scheduled date and time are made available at the discretion of the City and are not guaranteed. Questions that arise during the additional site visits must be submitted in the manner specified on page 5.**

III. PROPOSED PROJECT SCHEDULE

The selection committee will use the following process and tentative schedule to make its recommendations to the City Council.

Step	Target Completion Date (Subject to Change)
Request for Proposals issued	December 22, 2011
Pre-Conference Meeting	January 25, 2012
Deadline for Finalists to submit questions regarding the submission	February 1, 2012
Deadline for Submission of Proposals	February 24, 2012 no later than 5:00 PM
Review of written proposals completed by Selection Committee/Bidders Notified	March 16, 2012
City Council Approval of Selection Committee Recommendations	March 27, 2012
Complete negotiation of a Development Agreement	April 2012
Sign Development agreement and begin design phase	May 2012

IV. INDEMNIFICATION

The Design/Build contractor shall indemnify and save harmless the Owner 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 reason of, or growing out of personal injuries or death to any person, including the Contractor or its employees, or property damage suffered by any person, including the Contractor and its employees, whether the same results from the actual or alleged negligence of the Owner's agents and/or employees or otherwise, it being the intent of this provision to absolve and protect the Owner from any and all loss by reason of the premises or anything related in any way whatsoever to the contract. The Contractor shall supply evidence of insurance satisfactory to the Owner covering the liabilities and indemnification required by the contract.

V. INSURANCE

Proposals will require evidence showing that the insurance coverage can be in force throughout the term of the contract. Certificate of Insurance is acceptable.

Insurance requirements are listed on the attached Insurance Checklist (see pages 19 & 20). The limits shown are minimum limits. Proposers shall indicate the actual limit they will provide for each insurance requirement. The proposers shall complete the insurance checklist and include with sealed proposal. The insurance checklist will indicate to the City, the proposer'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 certificate of insurance will be included in the contract prior to signing.

VI. PROPOSAL SUBMISSION REQUIREMENTS

PROPOSAL SUBMISSION REQUIREMENTS

Submit one original and ten (10) identical copies of the proposal. For proper identification, the proponent's complete name and address should appear on the exterior of the proposal package. The complete proposal shall contain the following information and shall be submitted in a binder, in the format shown below (*divide each section with identifying tabs*):

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

Section 1: Transmittal Letter

The transmittal letter shall introduce the firm, describe the ownership, include complete address, phone and fax numbers, and include the name and email of contact person(s) during this proposal process. The transmittal letter must contain a statement to the effect that the proposal is binding for at least 120 days from the proposal date. An authorized agent of the firm must sign the transmittal letter.

Section 2: Addenda Acknowledgement

The Purchasing Division will post any and all addenda on its webpage at <http://www.columbusga.org/finance/proposals.htm>. Vendors are responsible for periodically visiting the web page for addenda, before the due date and before submitting a proposal.

Section 3: Executive Summary

- A. Provide a brief statement about your approach to the development opportunity and your understanding of the City's vision for the Project and willingness to implement this vision.
- B. Demonstrate your understanding of the Project's potential issues and special concerns.

Section 4: Development Proposal

A. Project Description/Development Proposal

- i. Provide a descriptive and visual presentation of the development program you would propose. The visual presentation may be in any form the proposer desires. For the RV Park, include the number, type, and location of RV pads, cabins, camping sites as well as any ancillary amenities such as a swimming pool, activity center, bathhouse, etc. For the Marina, the number and type of slips and ancillary operations and amenities as well as a plan to provide access to the Chattahoochee River. Include the estimated construction costs for the Project.
- ii. Provide an illustrative building plan or rendering of the exterior of any Project components/buildings. Said rendering should depict the look and character of any proposed buildings. Include conceptual building plans that show proposed floor plans, etc. to provide a clear understanding of the proposed Project.
- iii. Provide a five-year pro forma for the RV Park and/or Marina operation including estimated payments to the City. Also include how you intend on financing the Project and the estimated start date of construction and estimated opening date. Please include the hours of operation and if you anticipate being a seasonal or year-round operation.
- iv. If submitting a proposal on only one component of the Project, provide recommendations on a working arrangement between both entities to ensure cooperation between parties and maximizing the experience of the guest.
- v. If submitting a proposal on only the RV Park component of the Park, provide suggestions on overseeing the Park gate to maximize the experience of the RV Park guests and locals. Also, include a plan for maintaining the waterfront areas.

B. Development Pro Forma

- i. Provide the Project's detailed development costs and a five-year operating pro forma covering all anticipated income and expenses including debt service. This description should include key assumptions underlying the cash flow projections. Commitment to a capital refurbishment plan and appropriate insurance coverage is required. Impact on utilization of the golf course and nature center should also be referenced.
- ii. The bidders' pro forma should be sufficiently detailed to enable the City to isolate the various cost components of the proposed plan and understand the proposer's key assumptions used in preparing the projections.
- iii. The City understands that it is unrealistic to expect that proposers will undertake the level of planning and engineering analysis needed to accurately forecast future construction, financing and occupancy costs, prior to being selected. However, the City expects to receive a conceptual financial analysis that is adequate for purposes of understanding the proposed program.

C. Management and Operational Issues:

- i. Discuss strategies and recommendations on how to manage the RV Park and/or Marina allowing for public access to the Park and Wrenn Pond. Include anticipated gate hours, maintenance of grounds, how you would address any

potential safety and security issues. If submitting a proposal on only one component of the Park, elaborate on how you would anticipate working with another developer/operator to ensure a cohesive experience.

- ii. During construction, provide an understanding of how you would limit any potential construction impact to other areas of the Park.

D. Development Schedule

The Proposers are requested to provide a project timeline from the point of signing the development agreement to project completion. The timeline should realistically illustrate the proposer's readiness to proceed and the speed at which the team can execute the Project. The timeline should identify and accommodate any specific decisions and actions required of the City to move the development process forward.

E. Development Agreement

Upon selecting a preferred proposal, the City will enter into an initial letter of intent or memorandum of understanding and begin negotiating the terms of a development agreement with the selected finalist(s). Depending on the specific provisions of the development structure, it is possible that the City of Columbus could become a party to the agreement. This section should address minimum terms that must be included in the development agreement (from the Finalist's perspective) to proceed toward implementation. The City will look favorably on proposals that have given serious thought to the steps required to conclude a successful agreement.

F. Background/References

- i. The Proposer is requested to provide their background in RV Park and/or Marina development and management.
- ii. A list of projects completed and/or currently operating is required.
- iii. References from banking institutions, attorney's, etc are also requested.

Section 5: Business Requirements

- A. Complete and return the attached W-9 Form, Request for Taxpayer Identification Number and Certification (Attachment B)
- B. Complete and return the appropriate pages of the GSICA Forms (Attachment C)
- C. Provide proof of insurance. (Refer to Attachment D)
- D. Business License
 - i. Vendors shall submit, with their bid or proposal, a copy of the Business License (Occupation License) that is required to conduct **business at your location.**
 - ii. If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, if the business is located in Georgia and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the contractor will not be required to pay occupation taxes in Columbus, Georgia.
 - iii. If you have questions regarding this requirement, please contact Yvonne Ivey, Occupation Tax Supervisor, 706-225-3091.

VII. RFP EVALUATION

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

Criteria	Weight
A. Quality and Completeness of the Development Strategy <ul style="list-style-type: none"> • Appropriateness of the plan – does it meet the City’s objectives? • Quality of the plan – are proposed components desirable? • Completeness of the plan – have all requirements in RFP been addressed? • Timetable for project completion – is it desirable/realistic? • Quality of the presentation/package – level of professionalism. 	30%
B. Feasibility and Financial Structure of the Proposal <ul style="list-style-type: none"> • Are there requirements of City or additional costs to the City? • Is the financial plan secured/obtainable? • Financial gain pledged to City – what is the dollar amount? • What is the relative risk to collect pledge? • Previous experience with proposed financial structure – is there exposure for City to cover shortfalls? (Construction and/or Operations) 	35%
C. Experience and Background <ul style="list-style-type: none"> • Experience in development (Private/Public Sector Projects) • Experience in management (Private/Public Sector Projects) • Quality of references • Quality of current projects • Years in industry 	35%

Each of the above criteria (A-C) will be given a rating, of 1 through 100, by each member for 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

VIII. SELECTION CRITERIA

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.

ATTACHMENT A

INSURANCE CHECKLIST

RFP NO. 12-0008

DEVELOPER/OPERATOR FOR AN RV PARK AND/OR MARINA AT OXBOW MEADOWS ENVIRONMENTAL PARK

**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		
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
X	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	

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

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

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: _____

ATTACHMENT B

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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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: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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

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

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

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

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

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

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

ATTACHMENT C

VENDOR INFORMATION REGARDING
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE
and
House Bill 87, also known as,
The Illegal Immigration Reform and Enforcement Act of 2011

Section 3 of House Bill 87 amends O.C.G.A. §13-10-91.

O.C.G.A. §13-10-91(b)(1) states, in part, “A public employer shall not enter into a contract ... for the physical performance of services unless the contractor registers and participates in the federal work authorization program.”

Accordingly, the affidavits on the pages that follow relate to documentation you must provide the City.

All contractors must complete the attached “CONTRACTOR AFFIDAVIT”. **Additionally, if you utilize subcontractors, they must complete the “SUBCONTRACTOR AFFIDAVIT” and or the “SUB-SUBCONTRACTOR AFFIDAVIT.”**

***In lieu of the affidavit required by this subsection, a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

The complete verbiage for the law is on the Purchasing Web Page:
http://www.columbusga.org/finance/Purchasing_docs/Georgia_Security_and_Immigration_Compliance_Act.pdf

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of *Columbus Consolidated Government* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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* has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

"GEORGIA SECURITY AND IMMIGRATION COMPLIANCE"

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)
and

(Name of Contractor)

on behalf of **Columbus Consolidated Government** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to

(Name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract)

Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC
My Commission Expires: