



CITY OF GRIFFIN, GEORGIA

REQUEST FOR PROPOSAL

RFP #15-006

For

HOTEL/CONVENTION CENTER FEASIBILITY STUDY

For all questions about this RFP contact:

Cindy Fay, Procurement Analyst
cfay@cityofgriffin.com

Deadline:
Thursday, February 12, 2015 at 2:00 P.M.

IMPORTANT SUBMITTAL REQUIREMENT

Submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Affix the label below to the outside of the sealed submittal envelope or delivery package.

If this label is not used (i.e. in case of some delivery services), it is the supplier's responsibility to ensure that the information is on the OUTSIDE of the delivery package. Submissions that do not comply may be rejected.

Submittals must also include the required number of copies specified in section 1.2.



RESPONSE SUBMITTAL

DELIVER TO:

CITY OF GRIFFIN
PROCUREMENT – 3RD FLOOR
100 S HILL STREET
PO BOX T
GRIFFIN, GA 30224

BID/PROPOSAL #: RFP 15-006

BID/PROPOSAL NAME: HOTEL/CONVENTION CNTR FEASIBILITY STUDY

DUE ON OR BEFORE: THURSDAY, FEBRUARY 12, 2015 @ 2PM (EST)

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT NAME: _____

CONTACT PHONE & EMAIL: _____

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CITY OF GRIFFIN, GEORGIA REQUEST FOR PROPOSAL SPECIFICATIONS for 15-006 HOTEL/CONVENTION CENTER FEASIBILITY STUDY

1. SECTION I – GENERAL INFORMATION

Information in this section is RFP-specific. Any conflicting information stipulated in this section shall supersede the General Terms & Conditions noted in Sections II - V.

1.1. PURPOSE

The City of Griffin (City), in partnership with Spalding County (County) and the Griffin-Spalding Development Authority (GSDA) is exploring the potential for a Hotel/Convention Center (HCC) to be located at the most suitable location within the community.

Proposal responses must address ALL specifications noted in the Specifications and Response section of this document.

1.2. SCHEDULE & SUMMARY

This Request will be governed by the following schedule and criteria:

DATES

Release of Request	Tuesday, January 13, 2015
Pre-Proposal Meeting*	Yes: Thursday, January 22, 2015 @ 10AM
	<i>Location: 3rd Floor Conference, City Hall, 100 S Hill St, Griffin, GA 30223</i>
Questions due	Thursday, January 29, 2015
Proposals due	Thursday, February 12, 2015 by 2:00 PM
Copies of Response Required	Four (4), <u>in addition</u> to one unbound original
Public opening	No
Bonds required	No
Project manager	Kenwin Hayes (khayes@cityofgriffin.com)

* The purpose of this meeting will be to provide those interested with an oral presentation of the City's requirements and to allow for the presentation of questions. Although attendance at the pre-proposal meeting is not mandatory, it is considered as part of the evaluation criteria and attendance or non-attendance will receive either bonus points or demerits applied to the evaluation scores. All interested parties are 'strongly' urged to attend. No other meeting is planned. For those outside a 'drivable' radius, plans are being made for attendance via GOTO Meeting. If you plan to attend via GOTO Meeting, send a request with "15-006 GOTO Meeting Request" in the subject line to cfay@cityofgriffin.com with your name, your company, company address, email and phone number so that you may be contacted with that information once it is available.

1.3. SCOPE OF WORK

The City of Griffin (City), in partnership with Spalding County (County) and the Griffin-Spalding Development Authority (GSDA) is exploring the potential for a Hotel/Convention Center to be located at the most suitable location within the community. The City is seeking proposals from qualified organizations to prepare a Market Validation and Financial

Feasibility impact study to determine the practicality and potential size of the development project, identifying partnering strategies, as well as determining the type and amount of incentives that may be needed to attract suitable private sector development.

The independent study will analyze the future market of boutique, select-service, and full-service hotels with conference centers in the South-metro Atlanta/middle-Georgia area. The study will also estimate the likely operating performance of the market and the penetration of the proposed HCC. The objectives of the study are:

- ❖ Identify and evaluate proposed sites in the City of Griffin/Spalding County area to determine their benefit to the performance of the proposed HCC;
- ❖ Determine anticipated market conditions for the proposed HCC within the context of supply, demand site, and facility factors;
- ❖ Estimate the future competitive position of the proposed HCC and prepare projections of occupancy, average room rate and cash flow from operations available for debt service and equity distribution;
- ❖ Prepare a financial model showing the appropriate level of public incentives *if needed to make the project feasible*;
- ❖ Provide a written report summarizing your findings and conclusions;
- ❖ Provide detailed references of projects of similar scope completed, their location and contact information of the client.

BACKGROUND FOR THE CITY OF GRIFFIN

The City's mission statement is:

“In partnership with our community, the mission of the City of Griffin is to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all the citizens.”

The City government is administered through a Commission, which is the oldest form of government in the US. The seven member Board of Commissioners represent six districts and has one member-at-large. Commissioners are elected to a 4-year term on a staggered basis. The City has 466 full-time employees and a FY15 operating budget of approximately \$104,000,000.

Griffin is the county seat of Spalding County. Founded in 1840, Griffin now encompasses 14.6 square miles. It is located approximately 50 miles south of Atlanta and 35 miles south of Hartsfield Jackson International Airport, the world's busiest airport with 90 million passengers who pass through the airport annually.

Western legend Doc Holliday was born and established his dental practice in Griffin before moving west for health reasons. The City has also been featured in several movies and television shows, including, Murder in Coweta County, Mississippi Burning, The Fighting Temptations, Top Gear, Driving Miss Daisy, The Walking Dead and The Hunger Games.

HOUSING

The median housing value in Griffin is \$103,632, with the mean price for a house in 2011 being \$167,616.

POPULATION

Currently, the City's population is estimated at 23,389, with 98% classified as urban. That number increases an additional 28.6% during the work day.

FAMILY

According to the 2010 US Census, approximately 40% of the City's households consist of married couples.

AGE

Approximately 28% of the City's population is under the age of 18, while approximately 15% are age 65 or older. The median age is 34 years.

RACE

According to the most recent US Census, approximately 51% of the City's population can be classified as minority.

DENSITY

The City's density now rests at 1,611 persons per square mile.

INCOME

According to the 2010 Census, the average income in Griffin was \$33,963. Less than 20% of the City's residents live at or below the poverty line.

BOND RATING

The City has obtained a bond rating of A3 for its outstanding general obligation debt by Standard & Poor's and Moody's Investors Service, respectively.

BACKGROUND FOR SPALDING COUNTY

Spalding County is located in the west-central part of Georgia and encompasses 201 square miles. It lies approximately 40 miles south of downtown Atlanta and 55 miles northwest of Macon. The County is a part of the Atlanta Metropolitan Statistical Area (MSA) and offers a little bit of everything: a small town charm surrounded by natural beauty and a vibrant culture. Our county hosts beautiful lakes, acres of scenic parks and a multitude of historic landmarks. In addition, the County is home to the University of Georgia's Griffin Campus and Southern Crescent Technical College.

Spalding County is governed by an elected five-member Board of Commissioners, each Commissioner representing a different geographic district of the County. In addition to other duties, the Board of Commissioners is charged with establishment of Ordinances and Policies relating to operation of the County government.

HOUSING

The median housing value in Spalding County is \$125,786, with the mean price for a house in 2011 being \$195,292.

POPULATION

As of 2012, the County's population is estimated at 63,865, with 58% classified as urban

FAMILY

According to the 2010 US Census, over 50% of the County's households consist of married couples.

AGE

Approximately 28% of the County's population is under the age of 18, while under 12% are age 65 or older. The median age is 37 years.

RACE

According to the most recent US Census, approximately 39% of the County's population can be classified as minority.

DENSITY

The County's density now rests at 323 persons per square mile.

INCOME

According to the 2010 Census, the average income in Spalding County was \$40,623. Approximately 15% of the County's residents live at or below the poverty line.

BACKGROUND FOR GRIFFIN-SPALDING DEVELOPMENT AUTHORITY

Created in 1962 as a Constitutional Development Authority in accordance with Georgia state law, the Griffin-Spalding County Development Authority works to attract new industry and expand existing industry in the county. Its twelve members meet monthly to report on projects, plan strategy, consider inducement resolutions for new industries, and to acquire and develop industrial buildings, industrial sites and industrial parks.

The Griffin-Spalding Development Authority (GSDA) is the designated industrial development agency for Spalding County, and is empowered to issue industrial revenue anticipation bonds to build and expand manufacturing and warehousing facilities within the county. The GSDA Board of Directors is composed of twelve of the community's leading citizens; they are appointed by the City and County Boards of Commissioners for a three-year term. The City and County each appoint one additional member from their respective commissions to serve for a one-year term. The Chairman of the Board of the Griffin-Spalding Chamber of Commerce is also a member of the GSDA.

1.4. PACKAGING/SUBMISSION REQUIREMENTS

The following information and/or documents **MUST** be included with the supplier's response and in the order listed below:

- a. ____ Response Title/Cover Page (*supplied, p 21*)

- b. ____ Response Acknowledgement sheet (*supplied p 27*)
- c. ____ Response detail in requested format
- d. ____ Cost Proposal, unless requested under separate cover (*supplied, p 28*)
- e. ____ References Sheet (*supplied*)
- f. ____ Company Registration paperwork – one set only*
 - Vendor Registration (*supplied*),
 - Vendor Affidavit (E-Verify) (*supplied*),
 - W-9 (*supplied*),
 - Tax Compliance form (*supplied*).
- g. ____ Blank copy of any proposed standard contract

Suppliers may, at their option, submit multiple proposals. Multiple proposals must be submitted in separate envelopes and marked plainly to signify the envelope contains a separate and single response. Each proposal shall be evaluated as a separate response.

*** NOTE:** Only **ONE** original and no copies of the company registration paperwork is required. This should be submitted separately from but included with the original in order to maintain the security and privacy of the registration documents. Do not include additional copies of the registration paperwork with the response copies; only the original is needed.

If a completed (and confirmed) registration has been submitted AFTER 1/1/12, you may include a statement that you have a completed registration on file. Fillable versions of the registration forms are also available online at <http://www.cityofgriffin.com/DoingBusiness/HowtodobusinesswiththeCity/tabid/594/Default.aspx>.

1.5. EVALUATION CRITERIA

It is imperative the submitted proposal fully address all aspects of the RFP. The proposal response must provide the evaluation team with clearly expressed information concerning the firm's understanding of the City's specific requirements. All proposals received will be reviewed by the Procurement Agent to ensure that all administrative requirements of the RFP package have been met. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation. The Evaluation Committee will review all proposals received and determine a ranking based on the information provided. As previously indicated, the Evaluation Committee may, in its sole discretion and in the course of its evaluation, arrange a site visit or request presentations/demonstrations with one or more of the selected suppliers.

All proposals will be scored and ranked based on qualifications and specifications noted in this request. The basis of selection will be the best evaluated proposal suited for this project. Other considerations in addition to price will include, but are not limited to:

- 1.5.1.** Ability to meet the City's specifications & provide the service; Specialized or appropriate expertise with this type of project
- 1.5.2.** Past performance of the lead consulting firm, their employees and sub-consultants on similar projects
- 1.5.3.** Demonstrated experience in conducting public meetings;
- 1.5.4.** Recent experience with successfully maintaining project schedules and budgets
- 1.5.5.** Demonstration of a project record free of significant technical problems and litigation resulting from errors or omissions
- 1.5.6.** Adequate and experienced staff and proposed team for the project
- 1.5.7.** Financial solvency of the firm
- 1.5.8.** Current workload and firm capacity
- 1.5.9.** Rate structure for proposed staff including all sub-consultants
- 1.5.10.** Understanding of the project scope and area where the project is located
- 1.5.11.** Proposed design approach for the project(s) and schedule for completion
- 1.5.12.** Timeliness of project completion
- 1.5.13.** Value added services and/or options

1.5.14. Attendance at RFP-related functions/meetings

At the City's discretion, a short list of the most qualified candidates may be compiled during the evaluation process and additional information requested regarding their responses may be, either in writing or in a presentation and interview session. The City reserves the right to request product demonstrations or to conduct site visits to assess installations similar to the one proposed.

1.6. SELECTION CRITERIA

The following categories will be graded and used for the selection:

- ❖ Qualifications & Experience of the Firm 40 %
 - Firm background and history
 - Previous experience with similar projects
 - Client References
 - Qualifications/resumes of the proposed Project Team
 - Financial solvency of the firm
- ❖ Project Approach 30 %
 - Approach for preparing the feasibility study and addressing the scope of work
 - Understanding and discussion of technical issues
 - Methodology and technical plan of operations
 - Project management plan and quality assurance procedures
 - Innovation, thoughtfulness and creativity in work approach
- ❖ Cost Proposal 20 %
 - Proposed fee for completion of the feasibility study
 - Hourly rate for completion of other items, if requested
 - Identification and detail of the possibility of any 'add-on' fees
- ❖ Completion Schedule 5 %
 - Timeline of the project
 - Ability to complete milestones on a timely basis
 - Completion date of the study
- ❖ Responsiveness to the RFP 5 %
 - RFP response provides clear understanding of the firm, project approach, fee and completion date
 - RFP response demonstrates a clear understanding of the scope of work
 - Completeness of submittal
- ❖ Added Value additional points
 - Attendance at RFP-related functions/meetings
 - Input regarding applicable hotel/conference center trends
 - Other programming and financing recommendations



CITY OF GRIFFIN, GEORGIA

REQUESTS FOR PROPOSAL

GENERAL PROVISIONS

Sections II - V review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

2. SECTION II – COMMUNICATION OF INFORMATION

All information, notices and addenda regarding this RFP shall be posted on the City's website. It is the Supplier's responsibility to check the site on a regular basis in order to confirm they have the most current information before submitting a response. Subsequent to the opening, all status notices will also be posted on the City's website.

2.1. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

All questions about this RFP must be submitted in the following format:

Company Name

- Question

Citation of relevant section of the RFP

All questions regarding specification/technical issues must be in writing to the Project Manager for this RFP (with a 'cc' to Procurement). The Project Manager, contact email and deadline for questions is noted in section 1.2.

All questions regarding administrative issues must be in writing to the Procurement Analyst:

Address: Cindy Fay
Procurement Analyst
City of Griffin
P. O. Box T, Griffin, GA 30224

Email: cfay@cityofgriffin.com

No questions other than written will be accepted. No response other than written will be binding upon the City. Questions will be combined into one list of questions and responses and will be posted on the City's website as an addendum.

From the issue date of this request until an award has either been made or deemed closed for other reasons, institutions or individuals providing submissions are not permitted to communicate with members of the commission, the evaluation team or City employees, other than Procurement, with regard to the purpose or intent of this document. The exception to this is the submission of written technical questions to the project manager. The City reserves the right to reject the submission of the offending Supplier if this provision is violated.

Any updates or changes to this and related documents will be posted on the City's website (<http://www.cityofgriffin.com/Departments/AdministrativeServices/Purchasing/BidOpportunities.aspx>). The current status values are: OPEN (close date has not been reached); UNDER EVALUATION (under review by the evaluation committee); CANCELED (responses rejected); NOIA ("Notice of Intent to Award", recommendation for the award) and AWARD (Tally of submissions or related documents may also be published at this time). **It is the Supplier's responsibility to refer to the website for any addenda or other pertinent information before responding to this RFP request.**

2.2. PUBLIC DISCLOSURE AND PROPRIETARY INFORMATION

All RFP and other public records with respect to solicitation shall be subject to public inspection, upon request, after the posting of the Notice of Intent to Award (NOIA) or Notice of Award (NOA). This is being done in order to protect the integrity of the procurement process unless otherwise required by law. For any Open Records requests, the City may assess fees for the costs of producing these public records as permitted by the Georgia Open Records Act.

Exceptions to the availability of information include 1) bona fide trade secrets meeting confidentiality requirements that have been properly marked and documented; 2) matters involving individual safety as determined by the City; 3) company financial information requested by the City to determine supplier responsibility; and 4) other constitutional protections. All documents that are to be proprietary and confidential are to be clearly marked as such.

Information received in response to this request will become the property of the City and will not be returned. If a proposer feels that any information is confidential or proprietary in nature, the proposer must prominently mark and initial such information as "PROPRIETARY INFORMATION". The City will not release or divulge such information to third parties without the consent of the Proposer unless required to do so by applicable law or order a court of competent jurisdiction.

3. SECTION III –OVERVIEW AND PROCEDURES

Sections II - V review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

3.1. COMPANY BACKGROUND & EXPERIENCE

Suppliers that have not contracted with the city in the past 2 years must provide a list of clients for whom similar services, as detailed in this RFP, have been provided during the past 3-4 years. References must be for the organization or person submitting the response. Subcontractor's references are not acceptable.

The list must include:

Dates of service

Name of contact person

Title of contact person

Phone number of contact person

The Supplier will also disclose any services terminated by the client(s) and the reason(s) for termination.

Failure to provide this information will disqualify the submission response.

3.2. REFERENCES

References should be for historical projects of similar size and scope. Details regarding these references are noted in the Specifications and on the Reference page.

3.3. RFP REQUIREMENTS

3.3.1. SPECIAL CONDITIONS

By submitting a response, Suppliers certify that their proposals are made without collusion or fraud and they have not offered or received any inducements in connection with their proposals. They further agree that this solicitation and any resulting contract shall be governed in all respects by the laws of the State of Georgia and they shall comply with applicable federal, state and local laws and regulations. Any contracts or leases resulting from the award of a RFP are to be for a period of not more than one year, with four renewal options for a total period not to exceed five years. Any exceptions to this policy must be noted and agreed to by both parties in writing, prior to the issuance of the Notice of Award. Pricing must remain firm for the duration of the initial term of the resulting contract; failure to hold firm pricing for the initial contract will be considered as sufficient cause for termination. Proposal submissions must remain valid for a minimum period of ninety (90) days after the submission due date unless otherwise stipulated.

The City reserves the right to reduce or increase the scope of the project if the lowest responsible and responsive Supplier's submittal is not in line with the budgeted amount for the project. The City, at its sole discretion, reserves the right to increase or decrease the scope of work to facilitate an award. This scope reduction will be enacted only if it is in the best interest of the City and constitutes no guarantee of scope.

The City also reserves the right to add to the contract any future work or purchased goods, with the agreement of the supplier, at prices offered in this awarded response. This option will be enacted during the contract or within six months subsequent to the end of the contract, if in the best interest of the City and with the agreement of both parties.

3.3.2. RESPONSES

In responding to a RFP, ALL item numbers with appropriate formatting must show some type of acknowledgment in order for the response to be properly evaluated. Failure to respond to all specification criteria items when requested may be deemed as sufficient reason to reject a submission. If response forms are not provided for all specification detail items, any non-compliance must be clearly marked, detailed and included with the response submittal. Any items not identified shall be deemed as in compliance. Suppliers must: 1) complete any/all required forms; 2) indicate any disagreement on each mandatory requirement and, if requested, provide additional information on how the specifications will be exceeded or not met; and 3) provide complete and detailed responses to any and all non-mandatory requirement that can be fulfilled.

If determined to be in the City's best interests, a Best and Final Offer (BAFO) may be requested. A BAFO may be requested when:

- The prices for all responsive and responsible submittals exceed budget;
- No single responsive and responsible submittal meets all requirements;
- When all responses are unclear or deficient in one of more areas;
- When the grading scores of two or more submittals require additional evaluation;
- At the discretion of the evaluation team to clarify submittals or to negotiate costs or other deliverables.

3.3.3. PACKAGING OF SUBMITTAL RESPONSE

Submissions must be by the following method:

No e-mail, fax or scanned submissions will be accepted. Hard copies are to be submitted in a sealed package containing an unbound original and the number of copies specified in Section I. The sealed package must be labeled on the outside as follows:

(Supplier Name)
RFP # (RFP Number)
(RFP Title)

Supplier response to this request must consist of the following documents in addition to any RFP-specific information requested:

- **Pricing**
- **Schedule of proposed work (when applicable),**
- **Completion Schedule (when applicable),**
- **Company Registration paperwork – one set only***
 - **Vendor Registration (*supplied*),**
 - **Vendor Affidavit (E-Verify) (*supplied*),**
 - **W-9 (*supplied*),**
 - *Company Registration forms also available on City's website,*
- **Tax Compliance form (required if over \$99,000) (*supplied if required*),**
- **Reference list of a minimum of three (3) references (*supplied*).**

3.3.4. SUBMISSION OF RFP RESPONSE

The original and specified copies of the response must be delivered to the Procurement Department no later than **the time and date specified in Section I. Any response received after stated time or delivered to department other than Procurement will not be accepted. The City of Griffin will not be responsible for any responses not received by the Procurement Department prior to the deadline.**

Responses must be submitted to:

City of Griffin
Attention: Cindy Fay, Procurement Analyst
P. O. Box T, Griffin, GA 30224

Or delivered to:

Attention: Cindy Fay, Procurement Analyst
100 S Hill Street, 3rd Floor
Griffin, GA 30223

***Note: Notify Procurement via email (cfay@cityofgriffin.com) if submittal is mailed via Post Office (USPS).**

3.3.5. ALTERNATE DOCUMENTS

Documents prepared by the City must be used for the submission of the RFP Response. Alternate document forms or forms that deviate from the requirements of this solicitation may not be considered. Suppliers shall not insert in their submission any written statement which will have the effect of making any material change or changes in the Scope of Services or in any contract between the parties covering the subject matter thereof.

3.3.6. ADDITIONAL INFORMATION/ADDENDA

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the opening date. Suppliers should not rely on any representations, statements, or explanations other than those made in this Request for Proposal and its' addendums. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Supplier's responsibility to check for addendums (under Bid Opportunities) on the City's website.

Suppliers must acknowledge any issued addenda. Response submittals which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the response submittal if the addendum contains information which substantively changes the Owner's requirements.

3.3.7. PROPOSAL PRICING, ERRORS AND OMISSIONS

3.3.7.1. In the event there is a discrepancy between a unit price submitted and the extended price, the unit price will prevail.

3.3.7.2. All corrections, changes or erasures to the proposal submission are to be initialed in ink.

3.3.8. WITHDRAWAL OF RESPONSE

A Supplier may withdraw his response before the submittal deadline without prejudice to the Supplier by submitting a written request of withdrawal to the Procurement Analyst.

3.3.9. LATE SUBMITTAL, LATE MODIFICATIONS & LATE WITHDRAWALS

Response submittals received after the RFP opening date and time will not be accepted. Modifications to responses received after the opening date will not be considered. The City assumes no responsibility for the premature opening of a submittal not properly addressed and identified or not delivered to the proper designation.

3.3.10. MINIMUM ACCEPTANCE PERIOD

Responses shall be valid and may not be withdrawn for a minimum period of 120 days from the date specified for receipt. Suppliers will be asked for an 'expiration date' for their response, when exceptions are appropriate. This does not impact the contract price once awarded.

3.3.11. DISQUALIFICATION OF RESPONSES OR SUPPLIERS

Suppliers may be disqualified from participation in the RFP process for reasons which include, but are not limited to the following:

- 3.3.11.1. Evidence of collusion;
- 3.3.11.2. Attempting to manipulate the submittal pricing for its' own benefit (i.e. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Supplier);
- 3.3.11.3. Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 3.3.11.4. Being in arrears on taxes owed to the State of Georgia;
- 3.3.11.5. Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises other party on prior projects which, in the City's judgment and sole discretion, raises party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Supplier's ability to properly perform the work;
- 3.3.11.6. Any offering of gifts, unauthorized compensation or other unethical actions to City employees with respect to interest in any business activity; or

3.3.11.7. Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of the Supplier or the rejection of their submittal;

3.3.12. REJECTION/CANCELLATION/AWARD

The City reserves the right to:

- a) reject any and all submittals received outside the time/place stated in the notice;
- b) reject any submittals which show omissions, irregularities, alteration of forms or unsolicited responses;
- c) waive any technicalities, or formalities of the responses;
- d) reject any or all responses or any part thereof;
- e) obtain clarification on any point in a respondent submittal or obtain additional information;
- f) accept the proposal that is in the best interest of the City, regardless of whether it is the lowest submission;
- g) award the proposal received on the basis of individual items or on the entire list of items.

The City also reserves the right to cancel this RFP at any time and will not be liable for any cost/losses incurred by the Supplier throughout this process.

Where applicable, the City reserves the right to make multiple awards or to award a contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one Supplier is not in the City's best interest, "all or none" offers will be rejected.

3.3.13. COST INCURRED BY SUPPLIERS

All expenses involved with the preparation and submission of the response submittals to the City, or any work performed in connection therewith, are the responsibility of the Supplier(s).

3.3.14. RFP OPENING

All RFP responses will be opened on the pre-determined opening date. The response submittal details and related documents will not be reviewed at the opening; they will be turned over to an evaluation committee. No announcements or awards will be made or implied at this time. The Status field on the City's website will be updated following any change in the RFP process. Refer to section 2.1 for details regarding this Status. **Any RFP-specific exceptions to the 'non-public opening' will be noted in the Schedule (section 1.2).**

3.3.15. AWARD OF CONTRACT

Award will be made to the responsible Supplier whose submittal is responsive to the terms of this Request for proposal and is most advantageous to the City. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award. The resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

3.4. INSPECTION AND ACCEPTANCE OF EQUIPMENT (FOR PURCHASE)

Where applicable, all items offered that are to be purchased must be completely new, free from defects and operate as intended unless otherwise specified in writing. Discontinued, remanufactured or demonstrator items will not be accepted unless specifically requested. The manufacturer's standard warranty shall be identified and copies of the warranties are to be presented upon request. In addition, all items supplied shall comply with all Federal and State regulations, applicable and effective on the date of acceptance. All items must meet or exceed all existing Federal, State and Local health, safety, lighting, emissions and noise standards.

The City reserves the right to inspect and test any equipment being offered prior to making any award. The City may also request a demonstration or site visit for evaluation purposes. The equipment delivered under this RFP shall remain the property of the seller until a physical inspection of the equipment is made and accepted by the City. In the event that the equipment supplied to the City is found to be defective or does not conform to the City's specifications, the City reserves the right to cancel the order upon written notice to the seller and to return the equipment to the seller at the seller's expense.

3.5. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Supplier may be required, upon request, to prove to the satisfaction of the City that he/she has the skill and experience and the necessary facilities and ample financial resources to perform the contract(s) in a satisfactory

manner and within the required time. If the available evidence of competency of any Supplier is not satisfactory, the response of such Supplier may be rejected. The City reserves the right to request clarifications of any response or to conduct discussions for the purpose of clarification. Any clarifications made as a result of these discussions are to be provided in writing.

3.6. NON-COLLUSION AFFIDAVIT

By submitting a response, the Supplier represents and warrants that such response is genuine and real and not made in the interest or on behalf of any person not therein named. It is further warranted that the Supplier has not directly or indirectly solicited any other Supplier to put in a sham submittal, or any potential Supplier to refrain from submitting and that the Supplier has not in any manner sought by collusion to secure any advantage over any other Supplier. By submitting a response, the Supplier represents and warrants that no official or employee of City has, in any manner, an interest directly or indirectly in the RFP or in the contract which may be made under it, or in any expected profits to arise therefrom. It is further warranted that the Supplier is independent of the City.

3.7. HOLD HARMLESS AND INDEMNIFICATION

The Supplier agrees, insofar as it legally may, to indemnify and hold harmless the City, its officers, employees and agents from and against all loss, costs, and expenses, including attorneys' fees, claims, suits and judgments in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Supplier, its officers, employees, and agents under any of the terms of this contract.

3.8. BID BONDS (Bid, Performance, Payment)

For any proposal as required and noted in Section 1 of this document, a one hundred ten percent (110%) Performance bond and a one hundred percent (100%) Payment bond shall be furnished payable to, in favor of, and for the protection of the City. When Bid bonds are required, they must be in a sum equal to five percent (5%) of the total amount of the Supplier's response and may be in the form of a surety issued bond or cashier's check made payable to the City. Bid bonds are returned to the unsuccessful Suppliers when the Notice of Award has been issued or contract has been executed. When bonding is required, failure to submit appropriate bonding will result in automatic rejection of the response. Performance and/or Payment bonds must be presented within ten (10) days of the Notice of Intent to Award or prior to the award of contract, whichever is later. Surety companies executing bonds must appear on the Treasury Department's most current publication (Circular 570 as amended) and be authorized to do business in Georgia. Unless otherwise specified, bonds shall be in effect for a period of one year from the completion of the project. The bond amounts shall be increased as the contract amount is increased. No alternative securities are currently accepted in lieu of performance or payment surety bonds.

3.9. AWARD AND RESULTING CONTRACT

Award will be made to the responsible Supplier whose submittal is responsive to the terms of this RFP and is most advantageous to the City. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the City, the delivery terms and other criteria, as well as price, will be taken into consideration in making the award.

The resulting contract shall not be binding upon the City nor should any action be started until it has been executed by both parties and a copy of the fully executed contract has been delivered to the successful Supplier. Specifications noted in this RFP shall be incorporated into the resulting contract. The City reserves the option to prepare and negotiate its own contract, giving due consideration to the stipulations of the supplier's proposed contract and associated legal documents.

4. SECTION IV – OTHER GENERAL SPECIFICATIONS

Sections II - V review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

4.1. FORCE MAJEURE

The City and Supplier will be excused from the performance of their respective obligations under this Contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including but not limited to, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, order/act of any governmental authority, provided that:

- 4.1.1.** The non-performing party gives the other party prompt written notice within three (3) business days describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- 4.1.2.** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- 4.1.3.** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure;
- 4.1.4.** The non-performing party uses its best efforts to remedy its inability to perform. Economic hardship of the Provider will not constitute Force Majeure. The term of the Provider shall be extended by a period equal to that during which either party's performance is suspended under this Section.

The provisions of this section shall not preclude the City from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this RFP.

4.2. SUPPLIER'S INVOICE

- 4.2.1.** The Supplier shall prepare and submit invoices to the attention of the project manager at: City of Griffin, Attn: *(insert project manager name)*, PO Box T, Griffin, GA 30224. A proper invoice must include the items below:

- (a) Name and address of the Supplier.
- (b) Invoice date and invoice number. (The Supplier should date invoices as close as possible to the date of the mailing or transmission.)
- (c) Purchase order number for supplies delivered or work completed.
- (d) Description, quantity, unit of measure, unit price, and extended price of supplies delivered.
- (e) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms).
- (f) Name and address to which payment is to be sent.
- (g) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (h) Any other information or documentation required by the contract (e.g., evidence of shipment).

- 4.2.2.** A summary invoice shall be provided for all deliveries made during a billing period, identifying the delivery tickets covered therein, stating their total dollar value. A summary invoice shall be supported by receipt copies of the delivery tickets. Delivery tickets or sales slips shall contain:

- (a) Name of supplier
- (b) Purchase Order number
- (c) Ship to Department and Address
- (d) Description, Quantity, unit price, and extension of each item.
- (e) Date of delivery or shipment.

4.3. TAX LIABILITY

The City is exempt from sales tax under Georgia law. The successful Supplier will be provided with the City's Sales and Use Tax Certificate of Exemption number upon request. No purchase made by an entity or supplier is qualified to be exempt other than those made directly by the City.

4.4. PAYMENT

Payment will be made for deliverables satisfactorily executed and accepted by the City; standard terms are net 30.

4.5. ESTIMATED QUANTITIES

Any quantities of items specified in the Schedule are estimates only and are not purchased by this contract. If the City's requirements do not result in orders in the quantities described as "estimated", that fact shall not constitute the basis for an equitable price adjustment. Delivery shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order clause or elsewhere in this contract, the Supplier shall furnish to the City all items specified in the Schedule & Summary and called for by orders issued in accordance with the Ordering clause.

4.6. ASSIGNMENT OR NOVATION OF CONTRACT

The Supplier shall not assign or transfer, whether by Assignment or Novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract without the written consent of the City; provided, however, that assignments to banks, trust companies or other financial institutions for the purpose of securing a bond may be made without the consent of the City.

4.7. TERMINATION FOR CAUSE

The City reserves the right to terminate the resulting contract, in whole or in part, for failure to comply with any provisions of the contract as outlined by providing a written notice to the Supplier at least thirty (30) days before the effective date of termination. The Supplier will not be relieved of any outstanding responsibilities or unfinished obligations under this contract. Receipt of items by the delivery date is critical to the terms of this contract. The City considers late delivery of contract items as reasonable cause to terminate the contract.

Prior to termination, a Cure Notice will be issued by the City. The Notice will identify the problems and deadlines that need to be met to remedy the problems to avoid termination for default. If the Supplier does not respond with an acceptable action plan to remedy the default or commence to remedy the default within a period of five (5) business days (or such longer period as the City may authorize in writing) after the issuance of notice, the City may issue termination for cause.

The Supplier also has a right to terminate this contract for cause by providing a written notice of intent to terminate at least thirty (30) days prior to the effective date of the contract termination.

4.8. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate the resulting contract, in whole or in part, in the event the City determines that such termination is in the best interest of the City, such as an unforeseen project cancellation. Any such termination shall be effected by the delivery of a notice specifying the extent to which performance of work under the contract is termination and the date upon which the termination becomes effective. The City will be responsible for payment of deliverables satisfactorily executed according to industry standards or proven loss with respect to materials, etc.

4.9. TERMINATION FOR FUND APPROPRIATION

The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Supplier. In the event of the City's termination of the resulting contract for fund appropriation, the Supplier will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance

4.10. CHANGES

All work and materials furnished for this project shall be made in conformance with the contract documents. Changes in the scope of work or the terms and conditions of this contract may be made only by written agreement of the parties. Changes that involve an alteration to the payment amounts shall not commence until approved by the City and a Change Order has been issued.

4.11. REPORTING DISPUTES

The Supplier shall report any contract disputes and/or problems to the Procurement Analyst, both verbally and in writing within 48 hours of their occurrence.

5. SECTION V –INSURANCE REQUIREMENTS

Sections II - V review the general terms and conditions. **Any RFP-specific information noted in Section I or in the Specifications & Response Section will take precedence.**

Prior to commencing work, the Supplier shall procure and maintain at their own cost and expense for the duration of the agreement the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Supplier, his agents, representatives, employees or Subcontractors. A Certificate of Insurance (COI) and any other documents required by the City must be submitted to the City prior to the commencement of any work. In the event of failure to supply the required documentation, the City shall have the right to recover any costs or damages incurred.

The City of Griffin, its agents, elected officials, and employees shall be included as additionally named insured with respect to all liability policies herein except the professional liability coverage and worker's compensation which shall be indicated on all applicable certificates of insurance. The insurance Certificates indicated above shall carry a written notice of cancellation and shall be submitted in a reasonable period prior to the execution of any work under this contract. It shall be the responsibility of the Supplier to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract. The Supplier's insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured.

The information described below sets forth minimum amounts and coverage and is not to be construed in any way as a limitation on the Supplier's liability.

5.1. STANDARD INSURANCE REQUIREMENTS

5.1.1. Commercial General Liability Insurance - \$1,000,000 limit per person, \$2,000,000 per occurrence for property damage and bodily injury. The Supplier should indicate in the proposal and on the insurance certificate that the coverage provided is occurrence based.

The City of Griffin shall be named as "additional insured" as its interest may appear and "waiver of subrogation granted". The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Suppliers
- Broad Form Property Damage
- Personal Injury

5.1.2. Automobile Insurance - \$1,000,000 limit per person or \$2,000,000 combined single limit for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

5.1.3. Umbrella Coverage

5.1.3.1. Workers' Compensation and Employers' Insurance -- with benefits and monetary limits as set forth by Title 34, Chapter 9 of the O.C.G.A. Workers' Compensation coverage is required as a condition of performing work or services for the City whether or not the Supplier is otherwise required by law to provide such coverage. The Supplier shall supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City by way of a COI. This proof must be received by the City prior to the commencement of work. If the Supplier does not meet the requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

5.1.3.2. Professional Liability/Errors & Omissions Insurance - \$2,000,000 or as per project (ultimate loss value per occurrence). Primarily E&O insurance is designed to protect the professional advice providers (i.e. consultants, financial services) or professional service-providing professionals (i.e. medical providers, lawyers).

5.2. OTHER INSURANCE PROVISIONS

5.2.1. All Coverage

- 5.2.1.1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
- 5.2.1.2. If the Supplier, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Supplier resulting from said breach.
- 5.2.1.3. Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to the Supplier, the City may deduct from sums due to the Supplier any premium costs advanced by City for such insurance.

5.2.2. Commercial General Liability and Automobile Liability Coverage

- 5.2.2.1. The City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Supplier; products and completed operations of the Supplier; premises owned, leased or used by the Supplier or premises on which the Supplier is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- 5.2.2.2. The Supplier's insurance coverage shall be primary insurance as respects the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with it.
- 5.2.2.3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- 5.2.2.4. Coverage shall state that Supplier's insurance shall apply separately to each insured against to whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.2.3. Workers' Compensation and Employers' Liability and Property Coverage

The insurer shall agree to waive all rights of subrogation against the City, member of its' City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of the Supplier in the performance of services under this Agreement (*see 5.1.3.1*).

5.2.4. Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to the City.

5.2.5. Acceptability of Insurer

Insurance is to be placed with Georgia admitted 'A' rated carriers or better by A.M. Best's rating service.

5.2.6. Verification of Coverage

Supplier shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

5.2.7. Subcontractors

Subcontractors must also be insured under the policies of insurance required herein.

6. REQUIRED IMMIGRATION/ENTITLEMENT AFFIDAVITS FOR GEORGIA

For the successful Suppliers contracting for physical labor or providing services with the City:

6.1. VENDOR/CONTRACTOR AFFIDAVIT

6.1.1. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Supplier understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Supplier further agrees that such compliance shall be attested by the Supplier through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar supplier affidavit. The Supplier's fully executed affidavit is attached hereto as an Exhibit and is incorporated into this Agreement by reference herein.

6.2. SUBCONTRACTORS

6.2.1. The Supplier understands and agrees that, in the event the Supplier employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Supplier shall:

- 6.2.1.1. Be responsible to the City for the acts and omissions of a sub-contractor or persons employed by said sub-contractor to the same extent that the Supplier is liable to the City.
- 6.2.1.2. Secure from each such subcontractor an indication of the employee number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
- 6.2.1.3. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Supplier further understands and agrees that the Supplier shall require the executed subcontractor affidavit to become a part of the agreement between the Supplier and each such subcontractor. The Supplier agrees to maintain records of each subcontractor attestation required hereunder for inspection by the Department at any time."

7. TITLE VI –as applied through the Civil Rights Restoration Act of 1987

The City of Griffin, Georgia, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4, as amended by The Civil Rights Restoration Act of 1987, hereby notifies all suppliers that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the City regardless of whether those programs, services, and activities are federally-funded or not. Further, it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit in response to this request and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.

***Please separate and use the following pages with your response submittal.
Additional pages may be used as needed. Thank you for your interest and
participation in this opportunity.***



CITY OF GRIFFIN, GEORGIA REQUEST FOR PROPOSAL

SPECIFICATIONS AND RESPONSE SUBMITTAL COVER

RFP #15-006

For

HOTEL/CONVENTION CENTER FEASIBILITY STUDY

Submitted by:

Name of Company:

Mailing Address:

City/State/Zip:

Phone (including area code):

E-mail:

**Submittal Deadline:
Thursday, February 12, 2015 at 2:00 P.M.**



SPECIFICATIONS & RESPONSE

15-006

HOTEL/CONVENTION CENTER FEASIBILITY STUDY

OVERVIEW

The City of Griffin (City), in partnership with Spalding County (County) and the Griffin-Spalding Development Authority (GSDA) is exploring the potential for a Hotel/Convention Center (HCC) to be located at the most suitable location within the community. The City is seeking proposals from qualified organizations to prepare a Market Validation and Financial Feasibility impact study to determine the practicality of the development project, identifying partnering strategies, as well as determining the type and amount of incentives that may be needed to attract suitable private sector development. The study would also examine the appropriate size of the convention center and hotel based on existing and future demand, evaluate the best location within the City for these amenities, recommend partnering strategies, determine associated capital and operating costs and assess the economic impact a convention center and hotel would have on the local economy.

The purpose of the independent feasibility study is to assess options moving forward that will result in the greatest economic impact to the community and strengthen the City's position as an area economic leader. To accomplish this, the City must understand and be fully aware of the market demands, the opportunities for development and partnerships, as well as the obstacles and risks. This study will analyze the future market of select-service and full-service hotels with conference centers in the South-metro Atlanta/middle-Georgia area. The study will also estimate the likely operating performance of the market and the penetration of the proposed HCC. Some of the objectives of the study are:

- ❖ Identify and evaluate proposed sites in the City of Griffin/Spalding County area to determine their benefit to the performance of the proposed HCC;
- ❖ Determine anticipated market conditions for the proposed HCC within the context of supply, demand site, and facility factors;
- ❖ Estimate the future competitive position of the proposed HCC and prepare projections of occupancy, average room rate and cash flow from operations available for debt service and equity distribution;
- ❖ Prepare a financial model showing the appropriate level of public incentives if needed to make the project feasible;
- ❖ Provide a written report summarizing your findings and conclusions;
- ❖ Provide detailed references of projects of similar scope completed, their location and contact information of the client.

8. SECTION VIII: REQUIREMENTS AND SPECIFICATIONS

Suppliers must be prepared to provide a multi-phase methodology, including but not limited to the following:

8.1. General

- 8.1.1.** Meet with the project team and interested stakeholders in order to obtain input that confirms or amends your understanding of the proposed details of the target project (if any preliminary information exists).
- 8.1.2.** Submit a cover letter identifying all firms and personnel proposed for the team as well as your firm's understanding of the project.

8.2. Phase I: Field Work and Analysis – Market Demand Analysis

- 8.2.1.** Interview key representatives of area commerce, tourism, and industry to identify and quantify specific sources of lodging demand. Issue a qualitative opinion as to whether or not the development of a HCC is supportable in the study area.
- 8.2.2.** Determine the current overall market demand for rooms in the market area and the share of market demand that is generated by commercial travelers, leisure travelers, group meeting, and any other identifiable sources of demand.

- 8.2.3.** To the extent the information is available; identify other proposed lodging developments to assess their probability of completion and the degree to which they will compete with this potential project.
- 8.2.4.** Identify and inspect potential sites in order to determine their impact on the proposed HCC. Such determinations will be intended to determine the property's accessibility, visibility, proximity to lodging demand generators, and physical characteristics that might affect the marketability of the proposed HCC. Lodging generators include business, leisure, institutional, and non-traditional patrons.
- 8.2.5.** Identify the type and size of the proposed facility that best suites the needs of the City. Make recommendations as to the best brand for the market, appropriate mix of single-bed, double-bed, and suite oriented rooms, amount of meeting space, breakout rooms, and the scope of other amenities that will give this project competitive advantages.
- 8.2.6.** Study the timing and amount of lodging supply as well as actual occupancy and room rate patterns to determine the number of additional transient lodging rooms supportable in the market, including the proposed property. Develop a census of competitive facilities for the proposed HCC. This census will include the following factors:
- 8.2.6.1. Name
 - 8.2.6.2. Location
 - 8.2.6.3. Year Built
 - 8.2.6.4. Number of Guestrooms
 - 8.2.6.5. Rack Rates
 - 8.2.6.6. Occupancy and Rate (in the aggregate to protect confidentiality)
 - 8.2.6.7. Type and size of food, beverage, and meeting facilities
 - 8.2.6.8. Amenities
- 8.2.7.** Evaluate existing and proposed transportation patterns in the area to determine their impact on the marketability of the proposed HCC.
- 8.2.8.** Project an estimate of the average annual occupancies and attainable room rates that could be achieved by the proposed HCC on the subject site over a ten (10) -year period. Consider also goods and beverage revenue coming from hotel outlets and the convention meeting space.
- 8.2.9.** Prepare a table-oriented memo that summarizes your findings and conclusions to be reviewed by the evaluation team with the following standard exhibits:
- 8.2.9.1. A ten (10) -year historical analysis of market supply and demand,
 - 8.2.9.2. A ten (10) -year projection of anticipated market occupancies and rates,
 - 8.2.9.3. Estimates of occupancies and average daily rate for the proposed hotel over its first three to five year of operation,
 - 8.2.9.4. A ten (10) -year operation pro forma for the convention center and hotel separately, which outlines in detail all anticipated revenue sources that may be available for bonding to pay for the initial capital cost of the HCC. Also include other forms of income, expenses, net operating income, debt service, and cash flows.
 - 8.2.9.5. A recommendation of the optimal pricing and leasing strategy for the project to maximize its use and financial feasibility.
- 8.2.10.** Determine the amount of land required for the development considering your recommended size of the facilities and the parking requirements.
- 8.2.11.** Estimate the approximate number of events per year (market demand) for utilization of the convention center and hotel by event type and percentage occupancy associated with each event. Identify any niche markets that would be viable for the facility.
- 8.2.12.** Discuss your findings and conclusions of the study with the City and stakeholders.

All documentation and analysis should be based on the hotel and any business enterprises being privately developed and the conference center being publicly developed; however, it will be viewed as one cohesive development.

8.3. Phase I: Field Work and Analysis – Financial Feasibility Analysis

8.3.1. Prepare estimate of annual revenue and expenses to the point of cash flow from operations available for debt service and equity distribution for the first ten (10) full years of operations for the proposed hotel. The prospective financial analysis shall have sufficient detail to reflect the major revenue and expense categories. Basis for the prospective financial analysis and key assumptions underlying inflation estimates shall be made explicitly detailed.

8.3.2. Prepare an analysis of the monetary benefit of any public assistance available to the project as well as possible sources. Also identify other potential benefits in addition to those monetary.

8.3.3. Required components for the financing plan are to include, but not limited to:

8.3.3.1. Public sector financing scenarios only, identifying multiple appropriate financing packages of debt issuance, state or federal grants, tax financing or any other suitable public financing methods;

8.3.3.2. Identify possible sources for a combination of public-private funding;

8.3.3.3. Identify and outline governance structure options for each scenario listed.

8.4. Phase I: Field Work and Analysis – Operational Analysis

8.4.1. Prepare an estimated time table for construction of the project.

8.4.2. Determine any partnering strategies to facilitate construction as well as on-going operations.

8.5. Phase I: Field Work and Analysis – Economic Impact Analysis

8.5.1. Assemble, review and analyze economic, demographic and real estate data pertaining to the local market. In particular, evaluate the present economic climate and estimate future growth potential, particularly as it relates to lodging demand.

8.5.2. Identify the impact, both negative and positive, on existing facilities within the area.

8.5.3. Identify and quantify the demand of any ancillary or complimentary businesses that would be needed to support or be generated by the project.

8.6. Phase II – Narrative Report

8.6.1. Prepare a narrative report that clearly defines the project approach, work plan and detailed timeline, with identified milestones and significant events.

8.6.2. The narrative report must demonstrate a clear understanding of the scope of work for the project and identify the methodology to be used.

8.6.3. Prepare a report that can be submitted to prospective franchisors that contains a description of the project and covers all the analysis in sufficient detail so that the potential investors will have confidence in the analysis.

8.6.4. The narrative report will also contain a description of any public incentives available to a prospective developer and shall include an analysis that shows the potential monetary benefit of developing the project as presented.

8.7. Company Information

8.7.1. Prepare a brief description of the company, including the company history, office locations and company management.

8.7.2. Identify all project team members, including their titles, team role and qualifications. A current resume for all principal team leaders must be included.

8.7.3. Include financial reports that represent the solvency of your firm. These records should be marked "CONFIDENTIAL" on each page in order to exclude them from Open Records Requests.

8.8. Cost Proposal

8.8.1. Prepare the cost for conducting the feasibility study and addressing the items covered in the scope of work. The fee proposal shall include an allowance for at least one draft revision to the study that will not be considered as additional services.

8.8.2. The cost proposal must be submitted in a separate, sealed envelope which is clearly labeled. Include fees for travel, supplies, printing, and other miscellaneous expenses so that the administrative expense portion of the cost proposal is all-inclusive. Pricing must be detailed for the separate Phases, travel and hourly rates for potentially additional work.

8.8.3. The cost proposals are to also include hourly rates for additional services that may not be included in the original proposal. Any change orders outside of the original proposal that may occur must be approved in writing by the Project Manager prior to any work being done.

8.9. Submittal Requirements: Proposals must include the following in addition to the standard requirements of section 1.4:

Proposals are to be prepared simply and straight-forward. The emphasis of response submittals must be on completeness and clarity of content. To expedite the evaluation of the proposals, it is essential that the format and instructions are followed. The simplest method is to submit the responses numerically to correspond with the specification requirements. If no information is requested by a specification, simply acknowledge that section of the response by stating "Read and understood", "Will comply", or some other appropriate acknowledgement for that section. Also address any items below that are not detailed in the above requirements.

8.9.1.1. Cover letter identifying all firms and personnel proposed for the team;

8.9.1.2. Recap of project understanding;

8.9.1.3. Project approach;

8.9.1.4. Scope of Work, including proposed deliverables. The scope should be responsive to the draft scope items presented in this RFP. Additions, modifications or deletions of scope items are welcome and may be made if it can be shown that such changes are of benefit to the project;

8.9.1.5. A proposed timeline, not to exceed six-months from project initiation;

8.9.1.6. Current workload and firm/team workload capacity;

8.9.1.7. Team organization, including identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. (Principals and senior staff to be identified by name, support staff can be identified by title);

8.9.1.8. A Statement of Qualifications, including professional resumes of key personnel for each team member and descriptions of relevant work;

8.9.1.9. A list of a minimum of three references for similar projects on the form supplied, including the name of the project, location, client name, contact name, information, the date of the project, and budget amount.

8.9.1.10. A proposed project budget under separate sealed cover, including estimated hours and billing rates for all personnel to be assigned to the project;

8.9.2. Selection Policy: The City has established a policy for selecting planning and engineering consultants to ensure that consultants are selected in a fair and uniform manner, that those selected for work are qualified and experienced in the disciplines required, and to ensure that every qualified consultant has the opportunity to be considered for providing professional services for the Project. Selection criteria are noted in sections 1.5 and 1.6 of this document. The process for selection involves three stages:

8.9.2.1. Proposals and response: This Request for Proposal is being advertised minimally on the City's web site (<http://www.cityofgriffin.com>), the GLGA Marketplace (<http://www.glga.org>) and the Georgia Procurement Registry (https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). Upon receipt of the responses, the City will review the proposals and forward their findings to the Selection Committee for consideration.

8.9.2.2. Evaluation and selection: All proposals received will first be reviewed by Procurement to ensure all administrative requirements of the RFP have been met. Proposals that meet the administrative requirements will then be turned over to the evaluation team for further review. Cost proposal evaluations will be performed by Procurement independent of the technical evaluations. The technical evaluation committee, composed of representatives from City of Griffin, Spalding County, and Griffin-Spalding Development Authority, will review the response submittals findings and complete the scoring of the 'technical' responses. The Committee may schedule interviews with those firms that are short-listed. Based on the proposals and/or interview results, the Committee will prepare a

prioritized recommendation of the top firms and present them to their respected board. The City of Griffin is serving as the lead entity and will authorize negotiations and the signing of a contract for services in collaboration with Spalding County and Griffin-Spalding Development Authority.

8.9.2.3. Negotiations and contract: In the event negotiations of specific contract terms, conditions or fees prove unsuccessful with this firm, the City will begin negotiations with the next most qualified firm in collaboration with the evaluation team. The resulting contract will be awarded following approval of each governing body for the three organizations.

8.9.2.4. After award: This project is a collaborative effort of the City, the County and the Griffin-Spalding Development Authority. This includes modifications to the direction of the project as well as the financial responsibility. To avoid future confusion, specifics regarding the co-sharing of this project shall be detailed in the resulting project.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMITTAL MAY RESULT IN REJECTION.

RFP 15-006 HOTEL/CONVENTION CENTER FEASIBILITY STUDY RESPONSE ACKNOWLEDGEMENT

The Supplier has examined, carefully studied and hereby acknowledges the Specifications and any Addenda and agrees to provide the required services in accordance with this proposal. **The Supplier agrees to all specification items listed unless specifically noted on an included Exceptions page.** The Supplier further certifies that they are not currently debarred from submitting proposals by any agency of the State of Georgia or the federal government.

Specifications Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Addendum No. _____ dated _____ Acknowledgement _____

Suppliers must acknowledge the Specifications and any issued addenda. Submissions which fail to acknowledge the Supplier's receipt of any addendum will result in the rejection of the response if the addendum contained information which substantively changes the City's requirements.

RFP RESPONSE SIGNATURE

Please indicate organization type: ___ Individual ___ Partnership ___ Corporation

NAME OF COMPANY: _____

MAILING ADDRESS: _____

CITY /STATE/ZIP: _____

PHONE (including area code): _____

E-MAIL: _____

AUTHORIZED SIGNATURE

TITLE

NAME (PRINTED)

TITLE (PRINTED)

RESPONDING WITH 'NO RESPONSE'

Our company has elected to submit a 'NO RESPONSE' for the following reason: _____

AUTHORIZED SIGNATURE

TITLE

NAME (PRINTED)

TITLE (PRINTED)

If you elect to submit a 'No Response', you may email this page to cfay@cityofgriffin.com or fax to 678-692-0402 at any time prior to deadline.

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMITTAL MAY RESULT IN A REJECTION.
COST PROPOSAL MUST BE SUBMITTED UNDER A SEPARATE AND SEALED ENVELOPE.

RFP 15-006

COST PROPOSAL: HOTEL/CONVENTION CENTER FEASIBILITY STUDY

Company Name _____ Price Valid Through _____

PRICE STRUCTURE – Complete the following and include associated information specifics for the cost quoted (pricing must be submitted on this form; additional pages may be used as needed):

Description	Cost
Phase I: Identification, Fieldwork and Analysis – Market Demand Description: _____	\$ _____
Phase I: Identification, Fieldwork and Analysis – Financial Feasibility Description: _____	\$ _____
Phase I: Identification, Fieldwork and Analysis – Economic Impact & Operational Description: _____	\$ _____
Phase II: Implementation/Deliverables/Narrative Report Description: _____	\$ _____
TOTAL PROJECT	\$ _____

Additional Fees	Cost
Hourly rate for additional work not included in scope	\$ _____
Other potential fees (specify)	\$ _____
Other potential fees (specify)	\$ _____

COMMENTS/RECOMMENDATIONS: _____

List any/all exceptions to specified requirements *(use additional blank sheet if needed)*:

The City reserves the right to accept the BEST-EVALUATED RESPONSE as deemed by the Evaluation Committee, which may or may not be the lowest monetary submittal.

COMPLETED BY:

Company Name: _____

Contact Person: _____
(Signature) (Printed Name)

FAILURE TO RETURN THIS PAGE AS PART OF YOUR SUBMITTAL MAY RESULT IN REJECTION OF THE RESPONSE. THIS FORM MUST BE COMPLETED FOR EACH SUBMITTAL EVEN IF YOU ARE CONSIDERED TO BE A CURRENT SUPPLIER.

REFERENCES

The City requests a minimum of three references where work of a similar size and scope has been completed within the past 3-4 years.

REFERENCE 1:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 2:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

REFERENCE 3:

Company Name: _____

Brief Description of Project: _____

Completion Date: _____

Contact Person: _____

Telephone: _____ E-mail: _____

COMPLETED BY:

Company Name: _____

Contact Person: _____

(Signature)

(Printed Name)



TAX COMPLIANCE FORM*

**Must be completed for all submittals with an aggregate total of more than \$99,000.00.*

INSTRUCTIONS TO SUPPLIERS

Please complete the following information:

- Supplier's Name: _____
- Physical Location Address: _____

- Federal Identification Number (FEI): _____
- Have you ever been registered in the State of Georgia? _____
- If so, please provide the following information, if applicable:
 - State Taxpayer Identification Number (STI): _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____
- What type of service will you perform? _____
- Will you sell any tangible personal property or goods? _____
- Supplier's Affiliate's Name: _____
 - FEI: _____
 - STI: _____
 - Sales and Use Tax Number: _____
 - Withholding Tax Number: _____

If there is more than one affiliate, please attach a separate sheet listing the information above.

- Person responsible for handling supplier's tax issues (such as the CFO, the company tax officer, etc.):
 - Name: _____
 - Telephone Number: _____
 - E-mail Address: _____

NOTICE TO SUPPLIER:

In the event the supplier is considered for contract award, the information provided on this form will be submitted to the Georgia Department of Revenue ("DOR") for a determination as to whether the supplier is a "prohibited source" (as defined by O.C.G.A. §50-5-82) or whether there are any other outstanding tax issues. MISSING, INCOMPLETE, OR ERRONEOUS DATA MAY DELAY OR PROHIBIT VERIFICATION OF YOUR ELIGIBILITY FOR CONTRACT AWARD. NO PROHIBITED SOURCE MAY RECEIVE CONTRACT AWARD; THEREFORE, YOU ARE STRONGLY ENCOURAGED TO CHECK YOUR TAX STATUS NOW AND RESOLVE ANY OUTSTANDING TAX LIABILITIES AND/OR MISSING TAX RETURNS.



COMPANY REGISTRATION

- **Company Registration with the City Of Griffin consists of the following:**
(If you are already a registered supplier with the City, simply submit a statement that your registration is on file.)
- **Company/Vendor Registration** – includes basic information about your company. Some of the key information needed are the NIGP Commodity Codes. They help the City identify the services or products you can provide. The City uses these codes to source suppliers for needed purchases. The City uses the email address you provide to send notices of new opportunities (based on the NIGP code).
- **Vendor Affidavit** – This document is also referred to as the E-Verify affidavit and has been updated to reflect new laws that have recently gone into effect. An E-Verify (EV) number is REQUIRED by the State of Georgia (OCGA § 13-10-91) if you provide labor or services to the City that is valued in excess of \$2,499.99. In addition to the EV number and signature, the affidavit must be notarized. If you are a sole proprietor or your company provides only products, simply initial the statement that applies to your situation and sign. There is no need to notarize the affidavit unless you provide your EV number.
- **W-9** – This document supplies the Employer Identification Number (EIN) or the Social Security (SS) number of the supplier.

NOTE:

- **S.A.V.E. Affidavit** – The new laws redefined 'public benefits' to exclude contracts (purchase orders, verbal commitments, etc). This change means that the SAVE affidavit and its supporting documentation are **no longer required for purchases of goods or services** by the City.

These forms can be found in a 'fillable' version, along with FAQ sheets and other helpful information on the City's website under the 'Doing Business' section (www.cityofgriffin.com/doingbusiness). Registration forms may be submitted to the City at any time either by mail (City of Griffin/Vendor Registration, PO Box T, Griffin, GA 30224), email (cogvendors@cityofgriffin.com) or fax (678-692-0402).



City of Griffin
Accounting / Procurement
100 South Hill Street
Griffin, Georgia 30224
Telephone (770-) 229-6401
Fax (678) 692-0402
email: cogvendors@cityofgriffin.com

COG
use only

(please type responses)

Company Registration

Name of Business:*		Date:	
Complete Street Address:*		Phone:*	
City/State/Zip:*		Alt#:	
Complete Mailing Address (if different):		Fax:	
City/State/Zip:		Current Vendor (Y/N)*:	
E-mail:*		E-Verify ID #:*	
Corporate Website:			
Accounting contact (name):*		Phone:*	
NIGP Commodity Codes (max of 3):*			
<i>These NIGP codes will be used for sourcing notifications, governmental reporting and departmental sourcing and inquires. A listing of NOGP codes is also available on the City's website.</i>			
Federal Tax-ID*		-or-	Social Security No.*
Business License**		City/ST of license	
(digits only)		(digits only)	
Summary of Products/Services Offered:*			
Previous Client References (min 3):*			
Applicant Signature: <small>E-Verify affidavits will be recognized as the authorized signature; please note 'signature on file' in field</small>		Printed Name of Applicant:*	
* Required information		If completed with RFP submittal:	
** Applications should include copy of business license		RFP#	



VENDOR/CONTRACTOR (*E-VERIFY*) AFFIDAVIT AND AGREEMENT

Please initial the appropriate statement for your current and future business relations with the City of Griffin, sign and have notarized if applicable (one must be initialed):

- A) ____ My company provides products only for the City (no physical labor or services).
B) ____ I am a sole proprietor and have no employees.
C) ____ My company is providing labor or services on a one-time basis that amounts to under \$2,500.00.
D) ____ My company provides labor or services to the City and I have supplied the EV number below (notarization below is required).

BY: Authorized Officer or Agent

Printed Name

Date

Company / Contractor Name

Title of Authorized Officer or Agent of Contractor

While the City requests a signed affidavit from every vendor, only those that provide labor or services that could amount to \$2,500 or more to the City (item D above) MUST supply the actual E-Verify number issued by Homeland Security and have this affidavit notarized.

NOTARIZATION REQUIRED FOR E-VERIFY NUMBER SUBMISSIONS:

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Griffin, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

EEV / (E-Verify # issued by Homeland Security IF checked above)

Sworn to and subscribed before me

This ____ day of _____, 20 ____

Notary Public _____

My commission expires: _____

* 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. 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).



SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the performance of services under a contract between _____ (name of contractor) and the City has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

EEV / E-Verify (# issued by Homeland Security)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Company / Contractor Name

Subcontractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20 _____

Notary Public

My commission expires: _____

* 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. 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).

This form may be used only by a U.S. person, including a resident alien. Foreign persons should furnish us with the appropriate Form W-8.

The IRS defines a U.S. person as: "a U.S. citizen; "an entity (company, corporation, trust, partnership, estate, etc.) created or organized in, or under the laws of, the United States; "a U.S. resident (someone who has a "green card" or has passed the IRS "substantial-presence test." For an explanation of the substantial-presence test, please see IRS Pubs. 515 or 519.)

Please complete all three parts below.

Part 1 - Tax Identification:

1. Name: _____

2. Enter your Taxpayer Identification Number in the appropriate box.

For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security Number _____-_____-_____-_____-_____-_____	OR	Employer Identification Number _____-_____-_____-_____-_____-_____
---	----	---

If you are a SOLE PROPRIETOR or SINGLE-OWNER LLC – whether payment is made to a personal name or to a doing business name, you must provide the following:

Required: Personal name of owner of the business: _____

Optional: Business name if different from above: _____

If you assign payment to a third party – such as a factor – provide the following:

Required: Your name: _____

Part 2 - Exemption: If exempt from Form 1099 reporting, check your qualifying reason below:



Corporation
Note that there is no
corporate exemption for
medical and healthcare
payments or payments for
legal services.



Tax Exempt Entity
under 501(a) (includes
501(c)(3), or IRA.



The United States
or any of its
agencies or
instrumentalities.



A state, the District of
Columbia, a possession
of the United States, or
any of their political
subdivisions or
agencies.



A foreign government or
any of its political
subdivisions or an
international organization
in which the United States
participates under a treaty
or Act of Congress.

Part 3 - Certification/Signature: Under penalties of perjury my signature certifies that:

1. I am a U.S. person (including a U.S. resident alien).
2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me).
3. 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.

Certification Instructions – You must cross out item 3 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, number 3 above 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.

Person completing this form: _____ Phone: (_____) _____

Signature: _____ Date: _____

Address: _____

City: _____ State: _____ ZIP: _____

Instructions. We are about to pay you an amount that may be reported to the **Internal Revenue Service (IRS)**. The IRS will match this amount to your tax return. In order to avoid additional IRS scrutiny, we must provide the IRS with your name and Taxpayer Identification Number. The name we need is **the name that you use on the tax return** that will report this amount. We are required by law to obtain this information from you.

Penalties. Your failure to provide a correct name and Taxpayer Identification Number may subject your payments to 28% federal income tax backup withholding. If you do not provide us with this information, you may be subject to a \$50 penalty imposed by IRS under section 6723. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 civil penalty. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Confidentiality. If we disclose or use your Taxpayer Identification Number in violation of Federal law, we may be subject to civil and criminal penalties.