

**CITY OF HOSCHTON, GEORGIA
REQUEST FOR PROPOSALS**

The City of Hoschton, Georgia is requesting proposals from qualified businesses and individuals for marketing, management and operation of the Hoschton Historical Depot for a one year contract renewable on a year to year basis.

Proposals must be sealed and clearly marked "Proposal for Marketing, Management and Operation of the Hoschton Historical Depot." The response must be delivered to Cindy Edge at City Hall, 79 City Square, Hoschton, Georgia 30548 no later than 12:00 o'clock Noon on October 8, 2007 at which time they will be opened. Proposal responses received later than the date and time specified will be rejected. Mayor and Council and City of Hoschton Staff will not be responsible for late deliveries of proposals that are addressed incorrectly, delivered by mail or by any other method.

The City of Hoschton reserves the right to accept or reject any or all proposals or parts thereof, and if an award is made it will be in the best interest of the City of Hoschton.

This request for proposals is issued by the City of Hoschton for the purpose of selecting a person or company to market, manage and operate the Hoschton Historical Depot. The RFP is issued to provide interested parties with information, guidelines and rules by which to prepare and submit their proposal to perform the services outlined herein. The successful business or person will enter into an agreement for the marketing, management and operation of the Hoschton Historical Depot to provide such services for a period of one year with an option to renew on an annual basis.

Any written proposal including submissions, correspondence and records submitted therewith shall be open to the public and available for public viewing in compliance with the Georgia Open Records laws.

1.1 General Provisions:

The issuance of this RFP constitutes only an invitation to present service parameters and to define the costs associated with the services required by the RFP. The City reserves the right to determine, in its sole discretion, whether any aspect of the proposal submitted by each respondent meets the criteria set forth. The City reserves the right to reject any and all submittals, without cause. The City reserves the right to reject any and all proposals if the respondent cannot perform all of the services required. The City reserves the right to modify the scope of the RFP, at its sole discretion. In the event that the City withdraws the RFP, or the City does not proceed for any reason, the City shall have no liability to respondents for any cost or expenses incurred in connection with the preparation and submission of the RFP or other related activities.

The respondent shall not assign, transfer, convey, or otherwise hypothecate any interest, right, duties or obligations he or she or it may have under the Contract. The City may, at its option, terminate any agreement immediately upon notice of such action by respondent.

Any proposal may be withdrawn until the date and time set forth for opening the proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety days, for purchase by the City, of the goods and services described in the respondent's proposal in conjunction with the RFP.

The respondent shall perform any services awarded to it as an independent respondent and, as such, shall have and maintain complete control over all of its employees and operations. Neither the respondent nor anyone employed by it shall, represent act, or purport to act or be deemed to be an agent, employee or representative of the City.

Due care and diligence has been exercised in the preparation of this document, and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the services required rests solely with those making a response.

All timely responses, meeting the intent of the RFP, will be considered.

Each respondent is responsible for full and complete compliance with all federal, state, and local laws, rules and regulations in connection with the preparation of their response to the RFP. The successful respondent will affirm its intent to comply with all laws relative to conducting business in and for Hoschton including, but not limited to licensing, permitting, labor and health laws. The laws of the State of Georgia will govern as to interpretation, validity, and effect of this process, the proposed Contract, and its award.

The City, at its discretion, reserves the right to waive minor informalities or irregularities in any proposal, to reject any and all proposals in whole or in part, with or without cause, and to accept that proposal, if any, which, in its judgment, will be in the City's best interest.

Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City. Any oral or other type of communication concerning this document will not be binding.

Proposals must be signed and dated by an individual representing the respondent's organization who is legally authorized to commit the organization to the services contemplated in this document.

All pages included in or attached by reference to this document shall be called and constitute this Request For Proposals.

1.2 Communications

Questions relating to either the Scope of Work contemplated by this RFP, or regarding the process for submitting the proposal, should be directed to:

Cindy Edge
Hoschton City Hall
79 City Square
Hoschton, GA 30548
Telephone (706) 654-3034

2.0 Additional Requirements

The following information must be submitted under separate pages with appropriate headings for the stated requirements, and the respondent's authorized representative must certify each page.

1. PROOF OF REQUIRED LIMITS OF INSURANCE described below.

2. FINANCIAL ABILITY demonstrating the party's ability to financially manage the marketing, management and operation of the Depot.

3. BONDABILITY demonstrating the party's standing with regard to its ability to obtain bonds (performance, fidelity or other) from a registered surety.

2.1 Required Limits of Insurance. The successful respondent will be required to provide a Certificate of Liability Insurance naming the City of Hoschton as Additional Insured.

Workers Compensation must exceed statutory limits in compliance with Workers Compensation Laws of the State of Georgia. This policy must include Employer's Liability of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

Commercial General Liability coverage shall provide minimum limits of liability coverage of \$1,000,000 per occurrence combined single limit for bodily injury and property damage, a general aggregate of \$2,000,000 and product liability of \$1,000,000. Automobile Liability coverage shall provide minimum combined single limit coverage of \$1,000,000 per accident.

Excess Umbrella coverage must be provided with limits of at least \$1,000,000.

3.0 Scope. Information regarding the respondent's proposal must be provided with regard to the following issues.

1. A description of the facilities and equipment that will be the subject of the respondent's agreement.

2. Proposed term, renewal and cancellation provision.

3. Proposed method of payment to the City including providing for a base rent, percentage rent, payment of utilities, performing routine maintenance and specification of the systems for which the City will remain responsible for.

4. Provision for the City's use of the facility for elections which may be held as allowed by law in March, June, September and November of each year and possible run off elections the next month.

5. Proposals regarding any other use of the facility by the City without charge, and any other proposed free use by other groups.

6. Additional signage proposed, if any.

7. Provision for handling existing reservations of other parties as of the date of contract. Provision of handling reservations that have been made that exceed the contract term in the event that the contract is not renewed.

8. Marketing plans for the facility.

9. Personnel or staffing requirements and how such requirement will be fulfilled for events.

10. Extent to which the City will be involved.

11. Provision for how performance will be evaluated.

3.1 Procedures for Contract Reward.

The Public Works and Fiscal Resources Committees will evaluate all proposals and make their selection recommendation to Mayor and Council. Mayor and Council will make the final selection.