

MARKET TOWER

WE BELIEVE THAT THE MOST ROBUST, UNIQUE NEIGHBORHOODS
ARE BUILT WITH HARD WORK AND INTEGRITY.



Ashley Senn
City of Columbus
Department of Development
150 South Front Street, Suite 220
Columbus, OH 43215

Dear Ms. Senn and Members of the Selection Committee:

The North Market is one of our city’s true treasures – historic, eclectic, and all about freshness, quality, community, artisanship, and nurturing local businesses. Its history must not be forgotten even as we look toward its vibrant future. It’s a special place, a revered place, a landmark. The community is appreciative and protective of the North Market. Its future must be imagined by people who have a deeply personal interest in its success.

The Wood Companies is already a major stakeholder in the Short North, having long ago developed a long-term vision for the neighborhood and working diligently over the past 34 years to see that vision implemented. We’ve been one of the entities who have nurtured and curated this neighborhood, and we see nurturing the North Market as the next logical step for us. We are vested neighbors and we do what’s in the best interest of the neighborhood. We offer a grassroots approach to development, working with our neighbors, community groups and stakeholders; we are a “buy and hold” developer and we are immensely proud of the personal relationships we develop with our tenants.

Schiff Capital Group has also dedicated much of its work to improving Columbus neighborhoods and providing appealing housing, office, and retail space through our development and financing services. Successful projects such as the Atlas Apartments, Aston Place, and the Diplomat demonstrate that we bring the expertise needed to develop desirable, high-performing properties, obtain financing, and structure complex business transactions.

In short, this is what we do. We live this. We live [here](#). Our firms have collaborated for several years and we are prepared to undertake this large, exciting, challenging project together, with the goal of securing the North Market’s future and providing a vibrant new destination that further enhances the Short North and Columbus.

It’s our sincere hope that this proposal and its accompanying video begin to express our excitement about the possibilities that lie ahead for the North Market and for the neighborhood. In preparing the proposal, our team has done a significant amount of work, but it has been a labor of love. The prospect of being involved in what will surely be a monumental project and a turning point for our community has captured our imagination and filled us with enthusiasm.

What can’t be achieved via a proposal is the constructive dialogue and teamwork that will be required for this project to be successful. Our team is very much looking forward to the interview stage, where we can begin this conversation and hear your ideas.

Sincerely,



Mark Wood, President
The Wood Companies



Michael Schiff, Esq., Principal
Schiff Capital Group

ABOUT THE TEAM

This is a team comprised of local boutique firms made up of people who care deeply for this neighborhood and this city. We have all worked together and we have mutually respectful, productive relationships that were established years ago and continue to this day.



We decided to come together to imagine the North Market’s future because of these existing relationships and our joint history of developing and designing projects that have a positive impact on our city – projects such as Hubbard Park Place, the Brunner Building, and the Wood Co. building, which all involved infill in the historic Short North.

The Wood Companies’ knowledge of the Short North is unparalleled; we’ve been one of the main caretakers and advocates of this neighborhood since the early 1980’s. Residents love the character, energy and amenities of the area, and businesses have confidence doing business here because of our commitment to doing what’s best for the neighborhood. Schiff Capital Group shares this commitment and has been a true partner on several projects, lending their significant expertise and ensuring that complex financing and real estate transactions are handled thoroughly and efficiently.

Schooley Caldwell has been in business in Columbus since 1944, and because of the firm’s history of preserving and giving new life to Columbus’ iconic buildings, such as the Statehouse, LeVeque Tower, Main Library, Atlas Building, Supreme Court of Ohio, and the Lazarus Building, brings an unmatched sensitivity to the historic context of the North Market and its surrounding Historic District. Much of Schooley Caldwell’s work involves “legacy projects” – buildings that will stand the test of time and be important to future generations. Market Tower will undoubtedly be one of these.

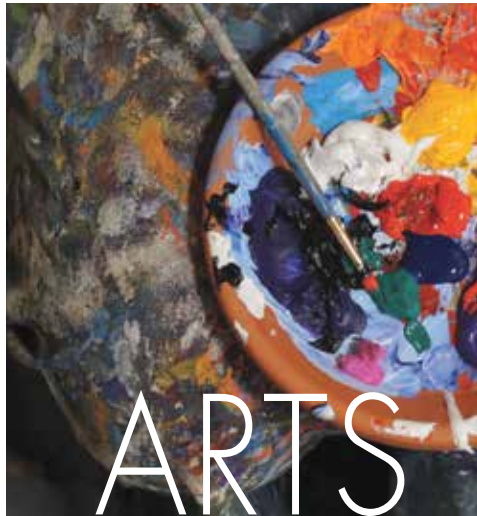
Together we offer the skill and vision that this vital project will require, and we are local, accessible, and passionate about this neighborhood. We’re ready to get started!



HISTORY



EXPERIENCE



ARTS



COMMUNITY

CO-DEVELOPER:

THE WOOD COMPANIES

The Wood Companies has played a major role of the Short North since the very beginning of the neighborhood’s renaissance. In the early 1980’s, Sandy Wood bought and renovated dilapidated buildings in the Short North, an area plagued, at that time, by crime, prostitution, and derelict structures. Sandy Wood worked with the neighbors in a bottom-up fashion and started building a community consisting of an eclectic mix of residents, artists, retailers, and restaurateurs. Sandy played an integral part in creating the Short North Special Improvements District, commissioning the now-iconic artistic murals around the neighborhood, and helping to set up the nationally-recognized Gallery Hop.

As the Short North has become more developed, Mark Wood remains committed to the Wood Companies’ identity as a curator of the neighborhood and nurturer of small businesses. The Wood Companies leases space to over half of the art galleries in the Short North at highly subsidized rates. The Wood Companies is committed to getting the right user for the neighborhood, not who can simply pay the highest rent. It is this forward thinking that played a large part in the New York Times to describing the Short North as “an eclectic groove that can be found nowhere else in Ohio.”

In 2012, the Wood Companies partnered with Schiff Capital to create the best living, working, and dining experiences in all of central Ohio. With over \$100 million under development, Mark Wood still thinks of each apartment and commercial space as his own, and immense planning goes into every detail. Whether its new construction or a historic preservation project, the objective behind every project is create a landmark building with authentic materials that will fit seamlessly within the existing streetscape.

Over the last 34 years, Sandy and Mark Wood have developed 852,000sf of development all located in the Short North. However, the most important accomplishments of the Wood Companies is the relationships it has built with residents and business owners. Many of the Wood Companies tenants have lived or worked with us for over 30 years.

SERVICES PROVIDED, EXPERIENCE, PERSONNEL, AND CAPACITY

SERVICES PROVIDED: Real estate development; property leasing and management; construction management

EXPERIENCE: 30+ years of developing properties in the Short North Arts District (see “Development Experience” section)

Over \$100 million currently in development in the Short North Arts District

PERSONNEL: 21

CAPACITY: All appropriate staff will be available for this project. The Wood Companies’ current projects under construction (Hubbard Park Place, 711 N. High Street, and the Brunner Building) will all be complete prior to the start of construction on Market Tower, so all needed staff will be able to commit the time needed for this project.

www.woodcompanies.com



Mark Wood, President

Mark Wood has been with the company for 25 of its nearly 35 year history. The Wood Companies were pioneers in the redevelopment of the Short North Arts District, remain the area’s premier real estate firm, and the single largest property owner of High Street frontage in the Short North.

Mark believes that as vibrant as the Short North is today, the neighborhood has not come close to reaching its potential. He remains passionate about cultivating the neighborhood’s retail mix as a destination for independent retail, supporting and subsidizing the neighborhood’s art galleries and setting some of the highest standards for construction and finishes in the City. With a specialty in mixed use developments, Mark understands the opportunities to create vibrancy by strategically mixing and managing a wide range of uses within a compact footprint.

The Wood Companies currently has over \$100 million of development under construction and control some of the best in-fill development sites in the Short North. Several of the new developments are owned in partnership Schiff Capital Group, who is also part of the proposed development team for the North Market site.

Mark currently serves as Vice President of the *Short North Special Improvement District*. He has served on numerous neighborhood and City of Columbus committees focused on improving quality of life issues in the Short North such as development of area parking strategies, development of neighborhood architectural guidelines and planning for public infrastructure improvements.



Joe Mitchell, Director of Development

As Director of Development, Joe is responsible for managing both development and construction activities for The Wood Companies. Such responsibilities encompass development conception and financing, municipality compliance and permitting, job costing, project buyout and contract awarding, managing design changes and contingency planning, and overseeing day-to-day construction management. Joe has been with The Wood Companies since 2008 and is currently engaged in the management of over \$100 million in project development in the Short North. Joe served as the project manager for such notable projects as The Wood Co Building, The Dennison, and The Diplomat.

Prior to working for The Wood Companies, Joe served as a project manager for regional general contractors and real estate development firms in Ohio and Florida. Joe is a graduate of Franklin University.



Michael J. Schiff, Esq., Principal

As an experienced real estate executive and advisor, Mr. Schiff has structured and led the development of numerous real estate projects. Additionally, he has worked on many sophisticated and complex deals of all types with a focus on orchestrating the structure and closing of the transaction.

Prior to founding Schiff Capital, Mr. Schiff was the Executive Vice President of Schottenstein Property Group and Managing Director of Schottenstein Stores Corp. In that capacity, he handled numerous transactions across the United States and spent a significant amount of time in the Columbus and New York City real estate markets executing deals and building relationships for nearly all of the Schottenstein divisions. During the past 25 years, Mr. Schiff has worked on the purchase and sale of major corporations and properties totaling nearly a billion dollars. Mr. Schiff is a graduate of the Washington University in St. Louis School of Law and the University of Cincinnati.



Joel M. Lilly, COO & CFO

As COO & CFO of Schiff Capital, Mr. Lilly is responsible for managing the capital needs (debt and equity) for Schiff Capital’s existing and future investment portfolio, directing the acquisition and disposition of the company’s assets, and evaluating real estate development and unique business investment opportunities.

Prior to joining Schiff Capital, Mr. Lilly was the co-founder, COO, and CIO of TalentRooster.com, the premier provider of digital video technology for talent acquisition connecting job seekers with employers using state-of-the-art digital video profiles. While at TalentRooster Mr. Lilly managed the day-to-day operations of the company, directed business development opportunities, and implemented TalentRooster’s cutting-edge technology.

Mr. Lilly holds a BA from Albion College. He also previously served as Vice President of Finance & Development for another large real estate developer, where he was responsible for securing land and construction financing for real estate projects in development.

CO-DEVELOPER:

SCHIFF CAPITAL GROUP

Schiff Capital Group is a privately held real estate development and investment firm headquartered in Columbus, Ohio. Schiff Capital specializes in buying, selling, and developing properties, obtaining and providing financing, and using its extensive experience to structure complex real estate deals and business transactions.

Schiff Capital is experienced in dealing with entitlements, tax credits and other forms of public and private incentives. Schiff Capital’s real estate background includes mixed-use projects, multi-family residential, retail, office, and medical office. This experience, combined with their ability to locate opportunities and complete transactions, makes Schiff Capital uniquely positioned to structure and close intricate business and real estate deals.

Schiff Capital’s services range from planning and structuring real estate projects as the role of developer to raising equity funds for investing in real estate and many other unique business opportunities. The following are a sampling of Schiff Capital’s prior projects:

Schiff Capital also had substantial involvement in large projects developed by others, including the 600 Goodale Apartments and The Gramercy Apartments, the build-to-suit Ohio Health office located in Pickerington, medical office buildings in three states, several retail shopping centers in Columbus and two recently developed shopping centers in Naples, Florida. Schiff Capital is also a minority owner in other buildings such as the LeVeque Tower and a major office building on Riverside Drive in Grandview.

SERVICES PROVIDED, EXPERIENCE, PERSONNEL, AND CAPACITY

SERVICES PROVIDED: Real estate development; financing; investment management

EXPERIENCE: Developer for The Atlas Apartments (see Project Experience section for full description); the Diplomat Apartments, a historic renovation of 34 one and two bedroom units in addition to ground floor retail located at Buttles Avenue and High Street (in partnership with The Wood Companies).

The Aston Place Apartments, a new building including 59 one and two bedroom luxury Short North apartments with high-end amenities and designer interiors, structured parking, and an outdoor 2nd floor private patio for residents. Schiff Capital as the co-developer was involved in all phases of the development through securing the site to financial stabilization of the apartments in 2014.

The Trotter’s Park Apartments new construction includes 144 one and two bedroom units situated in Harrison West along Michigan Avenue just West of Goodale Park. The project provides residents a fun, hip experience with walking and bike accessibility to the Short North.

www.schiffcapital.com

ARCHITECT:

SCHOOLEY CALDWELL

The beautiful, enduring structures we create for government, education, cultural and other public and private clients are inspired by the people that interact with them where they live, learn, work and play. We draw from over 70 years of experience to design unique and innovative new buildings. Our architects also breathe new life into time-honored spaces through preservation, renovation, additions and adaptive use. The success of our work can be measured by the legacy of impact it has on our clients and communities.

Much of Schooley Caldwell’s work involves iconic buildings in historically rich contexts. Designing a new building in a historic district requires sensitivity to and respect for the architectural character of the original buildings in the area. Because of Schooley Caldwell’s significant portfolio of historic building additions and renovations, we offer an unmatched level of historical sensitivity to the team. One of the City of Columbus’ considerations for this project is how best to integrate a new building into the North Market Historic District, and our experience qualifies us to successfully address this challenge. Time and again our team has designed new buildings and additions that are modern and of their time, but appropriate and respectful to their historic surroundings.

In addition to our historic renovation expertise, Schooley Caldwell’s work for public and private clients encompasses diverse building types and uses, and includes mixed-use developments, civic/government facilities, academic spaces, student housing, multi-unit residential facilities, cultural and recreation facilities, and office space.

SERVICES PROVIDED, EXPERIENCE, PERSONNEL, AND CAPACITY

SERVICES PROVIDED:
Architecture and interior design

EXPERIENCE: 74 years in business; served as architect for numerous monumental buildings in Columbus, including LeVeque Tower, Ohio Statehouse, Supreme Court of Ohio, Main Library, Columbus Museum of Art, Franklin Park Conservatory, the Atlas Building, Greater Columbus Convention Center renovation, the Lazarus Building, and the Michael B. Coleman Governmental Center

PERSONNEL: 29

CAPACITY: All appropriate staff will be available for this project.

www.schooleycaldwell.com



Bob Loversidge, Jr., FAIA

Bob is an award-winning architect and serves as President and CEO of Schooley Caldwell. One of Bob’s key strengths lies in his ability to work with a client to quickly identify a vision for complex projects and lead the design team in implementing this vision. Most of his projects involve large, diverse client organizations, political savvy, difficult code compliance issues, intricate financing and scheduling considerations, and tight budgets. His work is characterized by thorough research and documentation, by successfully integrating modern technology, by carefully considering future operational needs, and by continuously monitoring the project budget.

Bob is a Fellow of the American Institute of Architects, an honor bestowed due to his national leadership in the area of historic preservation design. Bob is a recipient of the AIA Ohio Gold Medal, the state’s highest honor, and the Historic Preservation medal of the National Society of the Daughters of the American Revolution. In 2011 Bob was recognized as a Distinguished Alumnus by the Ohio State University College of Engineering, and in 2015 he was inducted into the Association of Ohio Commodores.

Recent local projects for which Bob has served as Principal Designer include the Michael B. Coleman Governmental Center (with DesignGroup), renovation of the Columbus Main Library (with GUND Partnership), renovation and addition to the Greater Columbus Convention Center (with LMN Architects), renovation of the LeVeque Tower, and the renovation of the Atlas Building.

Bob is and earned both his undergraduate and graduate degrees in Architecture from The Ohio State University and has been with Schooley Caldwell for 38 years.



David Vottero, AIA, LEED AP

David Vottero is Schooley Caldwell’s Director of Architectural Design and has served as the lead designer for most of the firm’s large-scale, complex projects, which requires creativity and excellent problem solving ability. His role is most pronounced at the beginning of the project, where he works closely with the owner, listens to their needs, and then comes up with innovative design concepts. David remains involved throughout the project to verify that the design is progressing in accordance with the “big ideas” developed early on. He has significant experience from which to draw, but recognizes that each client’s needs are unique and therefore our design solutions must also be.

David has worked on a large variety of building types and has excellent knowledge of materials and architectural history. In recent years, David has been the lead design architect for several mixed-use, urban infill projects in the Short North, including Hubbard Park Place, the Brunner Building, and the Wood Co. building.

David holds a Bachelor of Architecture degree from Pratt Institute and has been with Schooley Caldwell for 27 years.

ANTICIPATED CONSTRUCTION MANAGER:

DUGAN AND MEYERS

With over 80 years in the industry, Dugan & Meyers truly understands the unique construction needs of different markets and has completed thousands of assignments successfully. Our project list is varied and includes such diversified construction projects as parking structures, school and university buildings, health care and hospital facilities, manufacturing, power, sewage and water plants, pump stations, high-rise offices, hotels, retail, convention centers and airports.

Our team of construction professionals is motivated by intense corporate pride that results in performance well exceeding our customers’ expectations. This pride speaks loudest with our long list of national and local satisfied repeat clientele.

Dugan & Meyers Construction Co. is a C corporation and was incorporated in 1960 in the State of Ohio. The Board of Directors consists of Chairman Jerome E. Meyers, Jr. and Board Members Daniel F. Dugan, Timothy A. Dugan, Jeffrey P. Kelly, Gary Hartman of Integrated Protection Services and Andrew Englehart of Construction Process Solutions, Ltd.

SERVICES PROVIDED, EXPERIENCE, PERSONNEL, AND CAPACITY

SERVICES PROVIDED
Dugan & Meyers provides all levels of construction services, including Design/Build, Construction Management, General Contracting, Program Management, Facilities Site Management, Project Consulting, Budgeting/Estimating, Budget Analysis, Pre-Construction, Feasibility Studies, Scheduling

PERSONNEL: 215

CAPACITY: All appropriate staff will be available for this project.

www.dugan-meyers.com



Linc Ketterer

As the Lead Officer of the Dugan & Meyers Columbus Office, Linc would represent Dugan & Meyers and monitor and manage the project’s preconstruction phase. Linc’s involvement would ensure Dugan & Meyers’ commitment during all phases of the project.

In his 32 years with Dugan & Meyers, Linc has progressed from Assistant Project Engineer to Senior Vice President for the Dugan & Meyers’ Columbus office. His experience on various types of projects has enabled him to hone his skills in organization, communication, and constructability. Linc has managed every phase of construction and has delivered on time occupancies while maintaining budget controls for all his projects. Linc has a Bachelor of Science Degree in Building Construction Technology from Purdue University and is a Certified Professional Constructor.

SELECTED PROJECT EXPERIENCE	
Huntington Center, Columbus, OH	\$ 80.0 Million
One Columbus, Columbus, OH	\$ 60.0 Million
Chemed Center, Cincinnati, OH	\$ 65.0 Million
Toyota Midwest Parts Center, Hebron, KY	\$ 33.0 Million
Meadow Wood Retirement Center, Worcester, PA	\$ 32.0 Million
Cedar Village Retirement Center, Mason, OH	\$ 20.0 Million
Grandview Yard 01 Garage, Columbus, OH	\$ 15.0 Million
Grandview Yard 02 Garage, Columbus, OH	\$ 13.0 Million
Grandview Yard West Garage, Columbus, OH	\$ 19.0 Million
Hubbard Park Place, Columbus, OH	\$ 8.8 Million
View on Fifth Garage & Podium, Columbus, OH	\$ 7.4 Million
Le Meridien Hotel, Columbus, OH	\$ 3.9 Million
Pizzuti Joseph Garage, Columbus, OH	\$ 6.9 Million
Bridge Park, JV Columbus, OH	\$ 125 Million
Bridge Park, (Self-Perform) Columbus, OH	\$ 37.0 Million
OSU Geothermal Well Fields, Columbus, OH	\$ 10.6 Million

PROJECT EXPERIENCE

HUBBARD PARK PLACE

Developed by The Wood Companies and Schiff Capital Group and designed by Schooley Caldwell, Hubbard Park Place is a new mixed-use infill development, replacing a surface parking lot. This much-anticipated addition to the Short North/Italian Village area will contain 101 apartment units, 12,000 square feet of office space, 145 parking spaces, and a magnificent rooftop pool experience.

Throughout the design process, one of the team's goals was to create a building that would enhance its historic and character-filled surroundings while filling the demand for more housing and office space. Featuring lovely brownstone-style townhomes in front of a seven-story apartment and office building, Hubbard Park Place will do just that.





PROJECT EXPERIENCE

711 N. HIGH STREET

711 North High Street will soon be one of the most iconic and enviable office developments in the city, showcasing both a street-level restaurant and a rooftop dining experience connected by an elevator that ascends the nine-story building, which will be the tallest in the Short North. Developed by The Wood Companies and Schiff Capital Group, this project replaces a surface parking lot with density and activity, featuring modern finishes and high-class amenities.

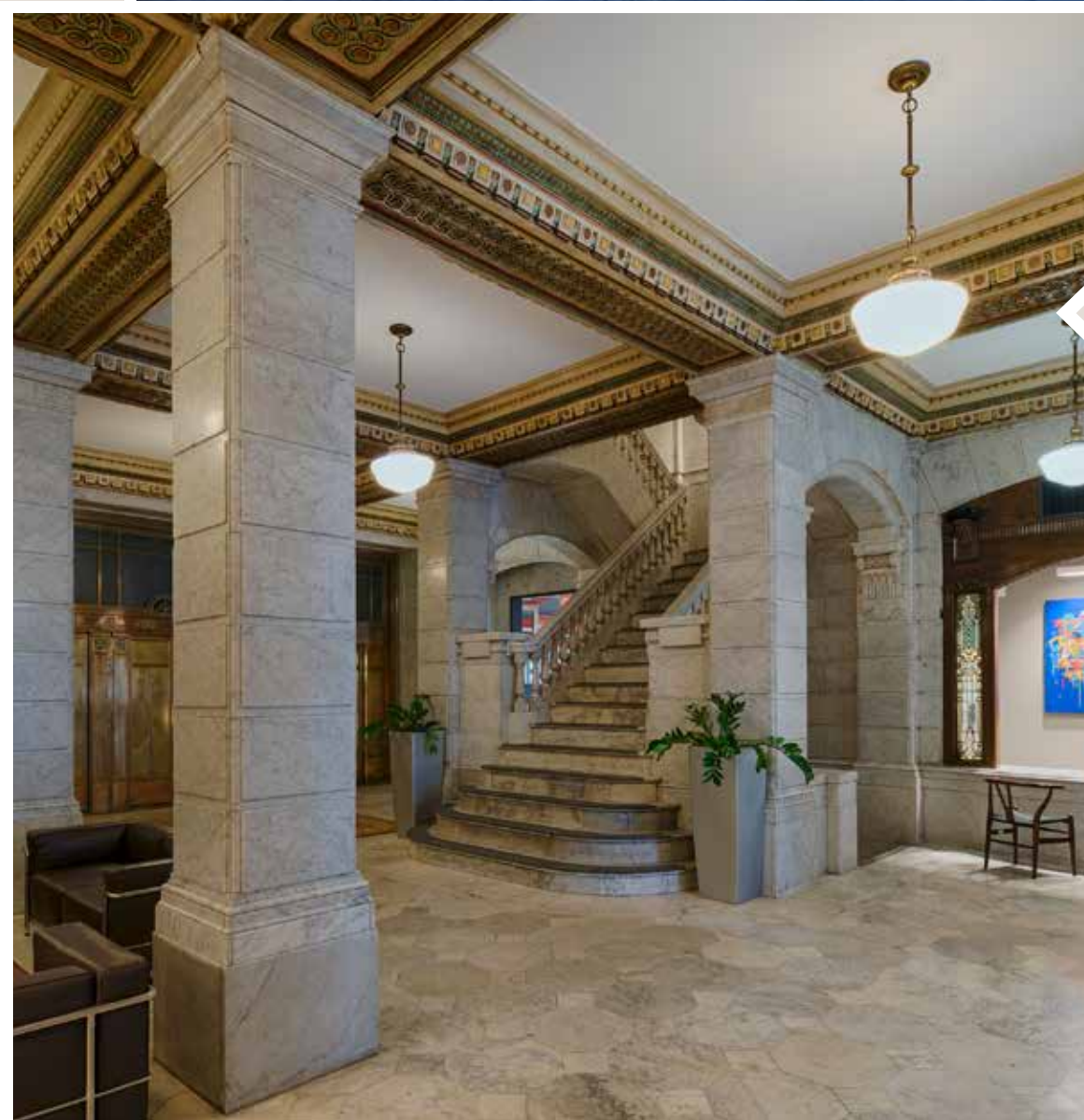


PROJECT EXPERIENCE

WOOD CO. BUILDING

This project, developed by The Wood Companies and designed by Schooley Caldwell, involved a 3-story addition to an existing building in one of the most desirable locations in Columbus - the heart of the bustling Short North Arts District.

The 37,500 square foot addition included office space on the second floor and 24 luxury apartments on the third and fourth floors, featuring 11 different floor plans. The addition was built while the ground floor tenants, including Z-Pizza and Northstar Café, remained open and fully in operation. The project also included design of a single-story parking structure for the use of the building's tenants.



THE ATLAS BUILDING

Schiff Capital Group was the developer and Schooley Caldwell the architect for the long-anticipated renovation of the historic Atlas Building, a remarkable example of fin de siècle high-rise architecture. The first three floors feature dark-red stone columns, the next seven floors are done in red brick, while two over-scaled top stories form a crown of white stone with ornate terra-cotta detailing. The lobby features a pristine white marble staircase and atrium. The team went to great lengths to preserve the striking features and architectural character that have defined this landmark since the turn of the 20th century. The Atlas Apartments embody timeless, modern design for the upscale urban lifestyle. New York inspired, residents enjoy the welcoming metro environment and first class service provided by The Atlas Apartments in the heart of downtown Columbus.



PROJECT EXPERIENCE

THE BRUNNER BUILDING

This Short North infill project, another collaboration between The Wood Companies and Schooley Caldwell, is a six-story mixed use building just north of East 1st Avenue. The Brunner Building includes 3,700 square feet of retail space, 10,000 square feet of office space, and 33 apartment units. Currently under construction, the Brunner Building will soon be known for its penthouse-level clubhouse and rooftop patio, along with three impressive penthouse suites, each with its own sweeping private terrace.



THE DENNISON AND SANBORN AT THE PARK

The Wood Companies developed both the Dennison, a historic hotel from the late 1800's, and the Sanborn at the Park, a new building with classic touches, into residences nestled in the historic residential streets of Victorian Village overlooking Goodale Park. Schooley Caldwell was the architect and was tasked with designing a building that integrated seamlessly into this well-established, historic neighborhood.

The Dennison and Sanborn at the Park offer a rooftop experience unlike any other in the city, complete with a fireplace, dining tables and lovely views of the park and neighborhood rooftops. A secure, underground parking garage is provided for residents, along with custom-built wooden cabinetry, custom closets and large kitchens with quartz countertops and imported 36" six-burner gas ranges from Italy.

PROJECT EXPERIENCE

MICHAEL B. COLEMAN GOVERNMENTAL CENTER

Schooley Caldwell (in conjunction with DesignGroup) designed this new 180,000 square foot office building at the corner of Front and Long Streets for the City of Columbus, which will consolidate four city departments currently housed elsewhere.

The Departments of Development, Building and Zoning, Public Services, and Public Utilities will occupy the new building, which has been designed around the concept of an efficient “one-stop shop” for residents and businesses to take care of a multitude of City-related transactions, including utility payments, building permits, and more. A 700-space parking garage is also part of the project.



INCLUSION PLAN

This team is committed to maximizing opportunities for minority and woman-owned businesses. Our plan involves M/WBE participation throughout both the design and construction phases. Both Schooley Caldwell and Dugan & Meyers frequently work for public entities; this means each firm has excellent relationships with M/WBE firms and has a process in place for facilitating inclusion and assembling diverse, well-qualified teams of consultants and subcontractors. Our team is accustomed to meeting or exceeding the participation goals of various public entities.

M/WBE Participation During Design:

Schooley Caldwell will lead the design phase and will be responsible for assembling the full design team, with input from Wood Companies and Schiff Capital Group. The Market Tower development will be a large, complex project that will require the expertise of several engineering consultants and other specialty consultants. These may include, but are not limited to, the following:

- Surveyor
- Civil engineer
- Landscape architect / urban planner
- Cultural resources / archaeology
- Structural engineer
- Mechanical / electrical / plumbing engineer
- Technology designer
- Lighting designer
- Parking consultant
- Security consultant
- Building commissioning consultant

We have identified several M/WBE firms that could provide these services, and we will give them first consideration. These are local companies with whom we’ve worked in the past, and who share our commitment to quality design and excellent service. Schooley Caldwell is proud of the results of some of our recent inclusion efforts:

Michael B. Coleman Governmental Center
combined M/WBE participation exceeds 8%

The Ohio State University South High Rises
EDGE participation exceeded 20%

Franklin County Hall of Justice Renovation
M/WBE participation exceeded 7%

The Wood Companies has a long history of working with Buckner & Sons Masonry, a local minority owned business. Buckner & Sons has approached our team about the possibility of joining as a minority partner, and we are exploring this further. This is just another example of the significant opportunities this project is anticipated to afford local M/WBE’s.

During the construction phase, M/WBE participation will be facilitated via several methods including:

- In addition to typical advertising through local newspapers and subscription services such as The Blue Book, advertising bidding/subcontracting opportunities in minority trade publications and through local minority business assistance centers, such as Ohio MBE, COMBA, and the Call & Post
- Breaking large scopes of work into smaller bid packages, to allow smaller firms to compete
- Providing plans / bidding documents to M/WBE subcontractors and organizations, as well as all local and regional planrooms and online planroom services
- Hosting outreach sessions / informational meetings to allow M/WBE firms to meet key personnel and learn first-hand of upcoming project opportunities



PROPOSED DEVELOPMENT

Introducing Market Tower

We envision an elegant, iconic tower, the silhouette of which will be one of the most recognizable in the Midwest. “Market Tower,” which will contain attractive offices and residences, offers a larger customer base for the North Market, along with space for expansion. Top notch amenities, such as restaurant, retail, and entertainment space; varied rooftop experiences, including lush, public gardens; and flexible event and community areas render this structure unparalleled in Columbus and truly unique to the region. A gorgeous glass-ceilinged atrium, for example, abundant with greenery and offering much needed space for people to gather, will connect Market Tower to the North Market.

Our goal is for Market Tower to enhance the North Market, and ensure and bolster its success. Inevitably, with the North Market as its anchor, Market Tower will also act as the launching point for the development of a vibrant new neighborhood.

The development of the Market Tower concept began with several organizing ideas; primary among these was treating the North Market as the absolute *center of gravity* for the redevelopment of not only the North Market Historic District, but also the urban area bounded by I-670, Neil Avenue, the CSX rail line and North High Street.

The North Market is and should remain the center of activity as the surrounding neighborhood continues to reinvent itself with dense residential development replacing existing surface lots and active mixed-use renovation and redevelopment of properties closer to Front Street. Our proposal seeks to expand upon the success of the existing North Market by creating area for additional market vendors and expanded operations, adding retail space for needs such as a pharmacy, in addition to a built-in customer base consisting of residents, office tenants, and increased foot traffic.

The design of Market Tower also embraced the need to add sufficient density and intensity of use to the site, creating synergy with the North Market, adding to its activity, and helping to ensure its long-term success, while keeping the authenticity and feel of the historic North Market intact and central to the experience. Market Tower is oriented to allow upper floor office tenants and residents to be just steps from a perfect amount of the liveliness and energy of the market, without being overwhelmed by it.



A Neighborhood-Defining Centerpiece

The strategy for the ground floor experience revolves around the Grand Atrium – a new neighborhood centerpiece and hub of activity, open and civic in scale, and complementary to the North Market’s dense, “elbow-to-elbow” feel. The Grand Atrium will be light-filled, warm, and bustling. It will serve as a community gathering space, a beautiful setting for dining, and will also be leasable for special events after peak hours. Currently, the North Market is busy at a couple of peak times daily; this new focal point for the neighborhood will promote all-day activity and pedestrian traffic. The Grand Atrium will allow the North Market to host more events and could even allow the Farmer’s Market to be year-long event. This flexible, welcoming space will be an incredible asset to the North Market and the community.

The Grand Atrium also provides an inviting new entry for the North Market and connects it to significant expansion space, the East Wing. The East Wing provides additional space for vendor stalls, dining, and other possible uses that the North Market may wish to explore.



Rethinking Spruce Street

Currently, Spruce Street is a roadway that is occasionally closed for special events. Our design seeks to challenge this – we propose Spruce Street as an outdoor venue that is sometimes open to vehicular traffic. This will allow activity to spill out from the North Market and the Grand Atrium, engaging the neighborhood and encouraging increased foot traffic. The Spruce Street Plaza will be another amenity available to the North Market and Market Tower and will also provide more visibility from High Street, drawing in more visitors.

The Spruce Street Plaza is one of the most important features of our proposal and will be a new neighborhood gathering space.



Rendering of Wall St. elevation

Engaging with the streets and neighbors

The design seeks to create an active relationship with the neighborhood by developing ways for the North Market to engage with new outdoor spaces, activate the street frontages and connect with the surrounding neighborhood. We describe the ground floor of Market Tower as “porous” and consciously sought to allow the flow of market activity and marketgoers to shape the layout and dynamic of Market Tower. In support of this, we’ve endeavored to reinforce free-flowing circulation by developing an extensive open second floor, which overlooks the East Wing and the Grand Atrium. We have also limited the number of spaces which require solid walls, to open views across the floor area as much as possible. An anticipated 2-story retail pharmacy at the corner of Wall St. and Vine St. will further engage the street and increase pedestrian traffic

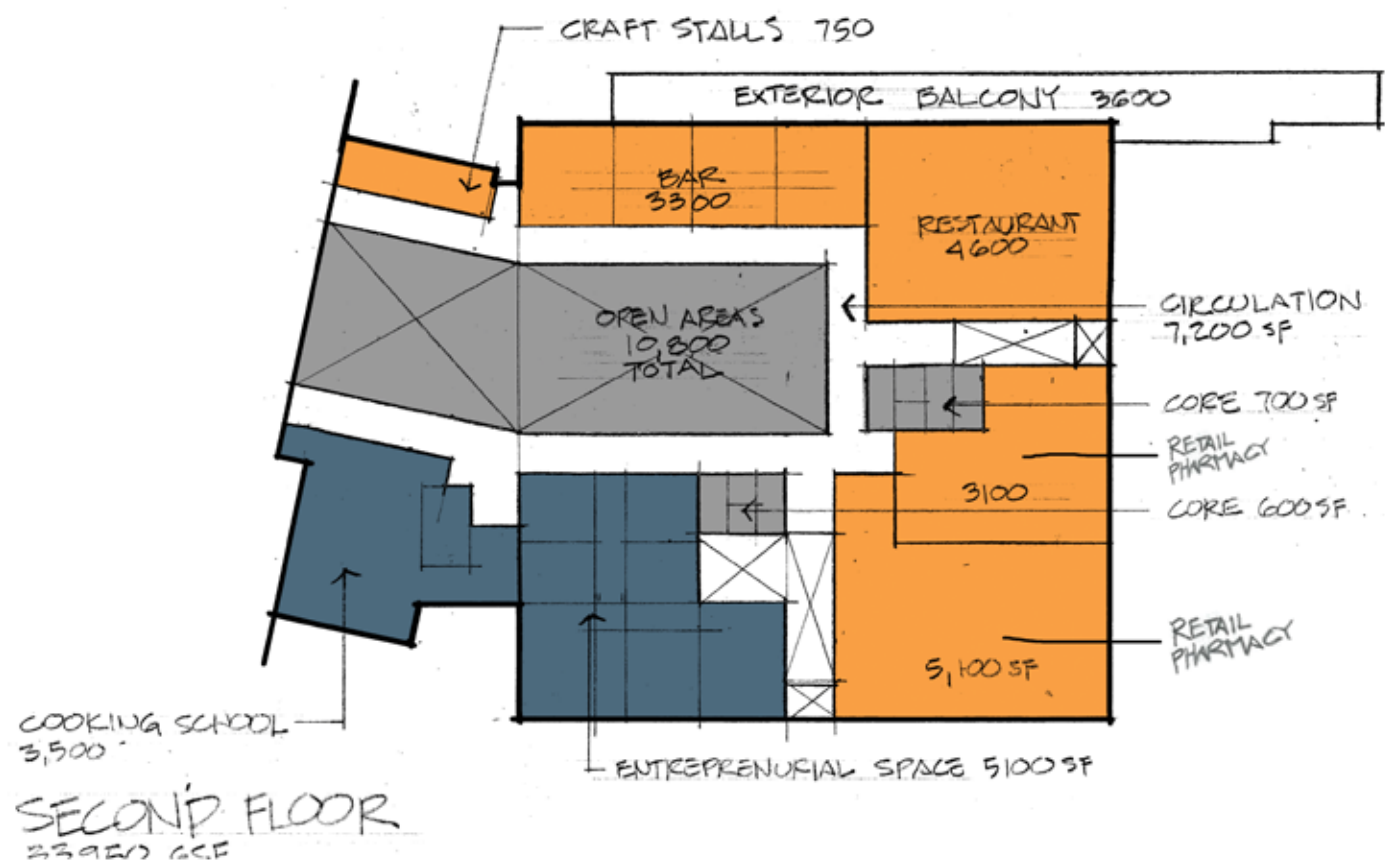


OVERALL SITE PLAN

More, Better Connected Space

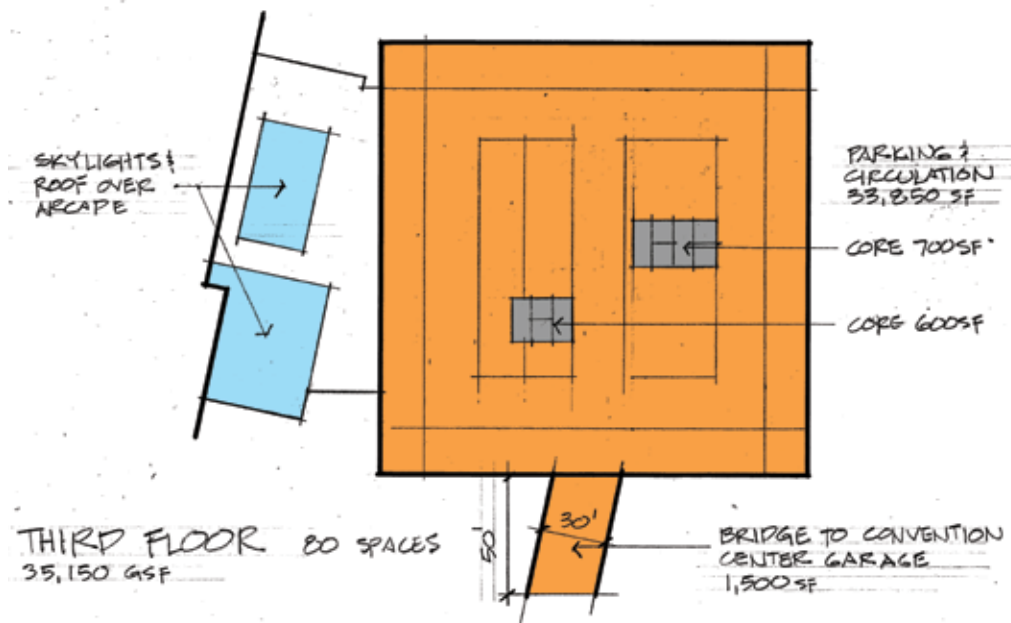
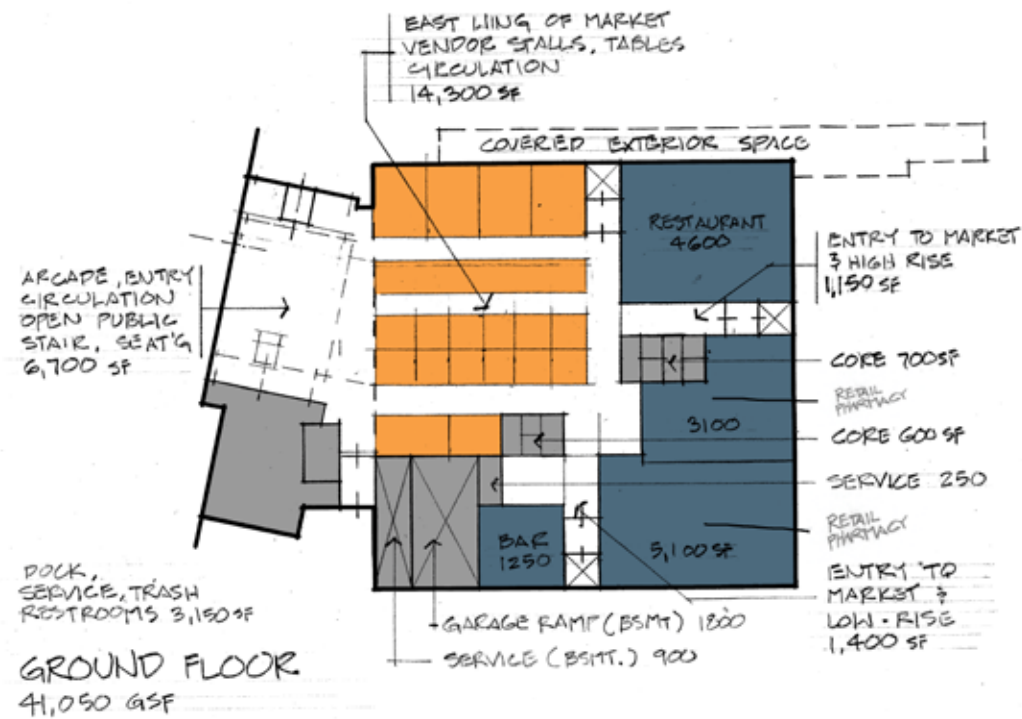
The second floor of Market Tower is intended to add additional activity to the existing North Market mezzanine and help better activate this space. Market Tower’s second floor is home to spaces intended to provide the North Market with opportunities to develop its business model with new ventures like cooking classes, incubator spaces for food-related startup businesses, a leasable commissary kitchen, a school of mixology – or even programs that have yet to be conceived! The second floor could also become home to vendor stalls for artists or crafts-related businesses, providing additional draw and adding diversity to the shopping experience (similar to pairings at other public markets like Seattle’s Pike Place).

Market Tower’s second floor also features the first of many levels of outdoor terraces, which accommodates relaxed outdoor dining overlooking the activity of the Spruce Street Plaza with a visual connection back to High Street. This roof terrace is conceived as a linear park which defines the northern edge of Market Tower. We envision it extending across Wall Street towards High Street, to engage the public open space on the south side of the corner of Spruce and High. Reclaiming this public space will allow the North Market to increase its visibility from High Street and extend the park-like quality of the Spruce Street Plaza to High Street, expanding the visual presence of the North Market.



Market Tower's second floor is intended to provide the North Market with opportunities for new ventures like cooking classes.





The Vine Street garage will be used for circulation and as a pass through to Market Tower's 3rd floor parking level. The parking level will be able to be repurposed if parking needs change in the future.

Circulation, Parking, and Logistics

The ground floor of Market Tower includes two entrances to the vertical circulation for the upper floors. A public entrance opens from Vine Street for access to the lower floors, which house parking, office areas, retail, and restaurants, and the public outdoor rooftop terrace. A second entrance from Wall Street serves the apartment residents. The existing loading dock, accessed from Vine Street, will be revamped to serve both the North Market and Market Tower. The new enclosed space will allow loading and unloading for merchants and provide space for trash and recyclables to be contained within the service bay.

Parking is provided at two levels. East of the service dock is the entrance to below-grade parking for approximately 100 spaces, anticipated to be the garage used by North Market customers; the service dock and the below grade parking are laid out to serve the current and future needs of the North Market and planned to minimize interruptions to market operations during construction. The below grade parking can also be brought on-line as an early phase of the project, to limit the potential impact of parking disruptions on the North Market's operation.

The third floor of Market Tower is planned as another parking level, a further acknowledgement of the very real need to support this development with adequate parking. It is also a reflection of our effort to maximize the space dedicated to people/public uses and pedestrian activity on the ground level, and minimize the area occupied by vehicles. We propose to develop a shared use agreement with the Franklin County-owned parking garage on the south side of Vine Street, which would allow Market Tower patrons and residents to enter the Vine Street garage, circulate up to the third level (P5), then cross Vine Street on a covered pedestrian/vehicular bridge to the third floor of Market Tower which houses a parking deck of 80 spaces. Market Tower patrons would pass through a separate set of control gates in the garage, in order to be separated from the aggregate garage users. This strategy capitalizes on the existing resource of the garage for control and vertical movement, but also envisions an ability to respond to changes in parking needs that may be the result of developing technologies like autonomous vehicles or broader use of car sharing. Market Tower's third floor will be able to be repurposed into an additional floor of office space if parking needs change in the coming years – so it is responsive to today's needs as well as tomorrow's.



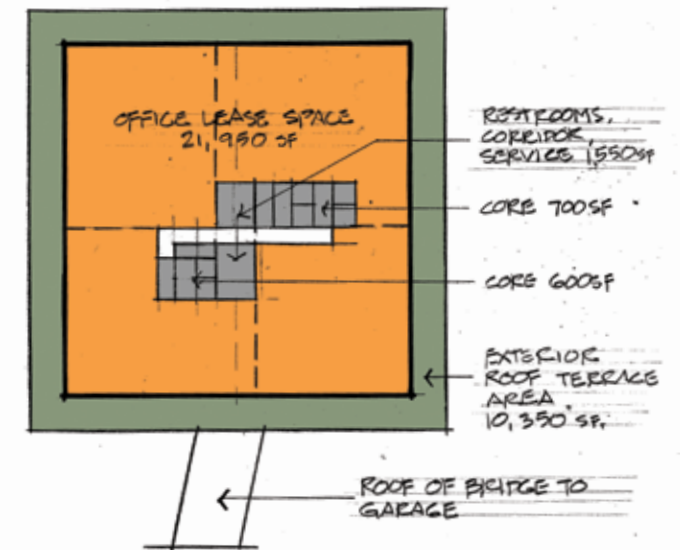


Inspirational image

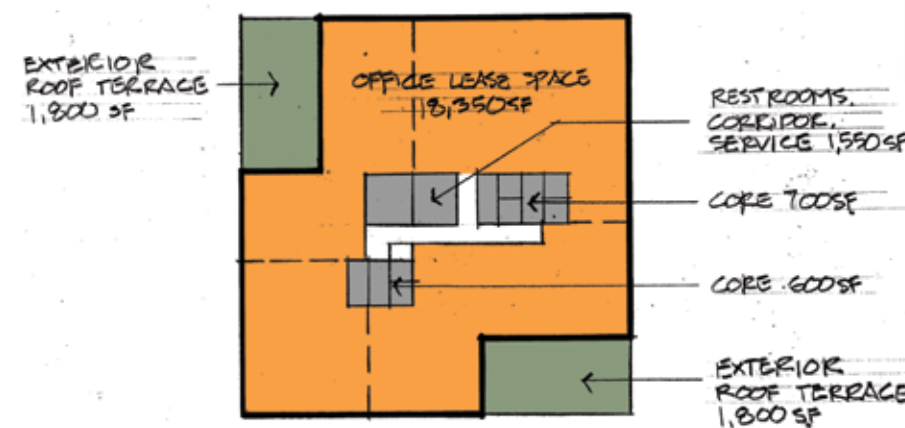


Inspirational image

The fourth floor of Market Tower is set back 15 feet from the lower floors, creating an outdoor terrace on all sides of the building. This floor is designed as an open multi-tenant office floor with all office suites having access to an outdoor terrace area. Similarly, the fifth floor is an office floor with smaller terraces for office tenants. The various terraces create varied rooftop experiences that bring activity outdoors and are softened by plantings to create a stair stepping of green spaces on the building's lower floors, **complementing the North Market's emphasis on connecting consumers with the natural origins of their produce.**

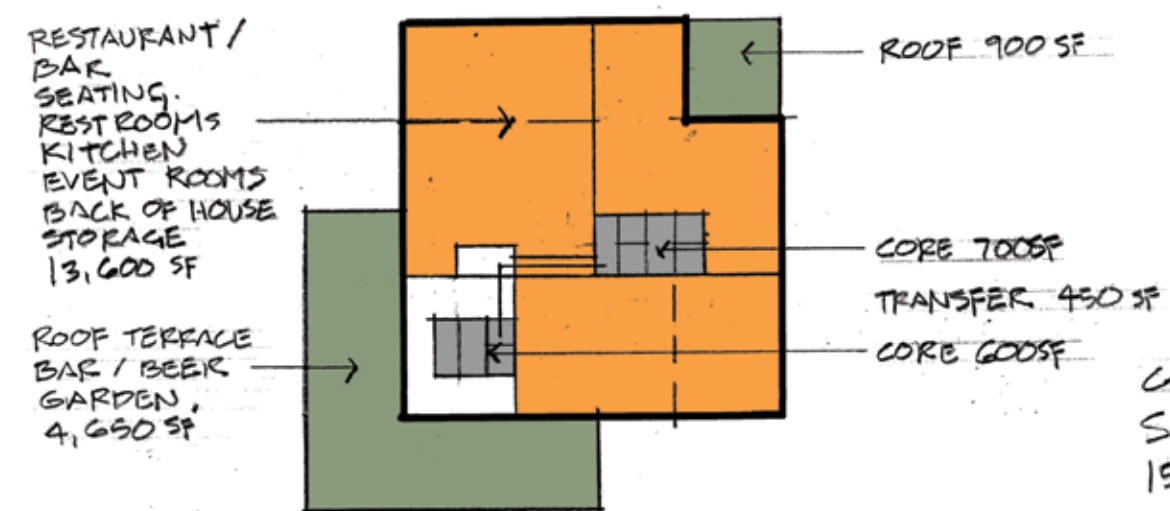


FOURTH FLOOR
24,800 GSF



FIFTH FLOOR
21,200 GSF

The sixth floor provides space for a restaurant with another outdoor rooftop experience; at this level the height of the terrace will have cleared the height of the Vine Street Parking Garage, and as a result dramatic views of the downtown skyline will open up. Approximately half of the sixth floor will be developed as office space.



CLUB LEVEL
SIXTH FLOOR
15,350 GSF

On the seventh floor will be a private terrace area with a pool for the use of Market Tower's residents. This floor will also include the fitness, spa and club room spaces. The seventh floor will be home to many of the amenities that have helped the Wood Companies establish their reputation as developers of the premier residential projects in the Short North, the Wood Boutique Collection. The lifestyle of residents in the tower will be centered upon these shared amenities – and the communities and friendships they foster.

The remaining floors of Market Tower will house apartments, with the number of units per floor decreasing on the upper floors and the possibility of including penthouse units.



Inspirational image



Various terraces create rooftop experiences that bring activity outdoors and create a stair stepping of green spaces on the building's lower floors.

ECONOMIC BENEFIT

OTHER DIRECT ECONOMIC IMPACTS

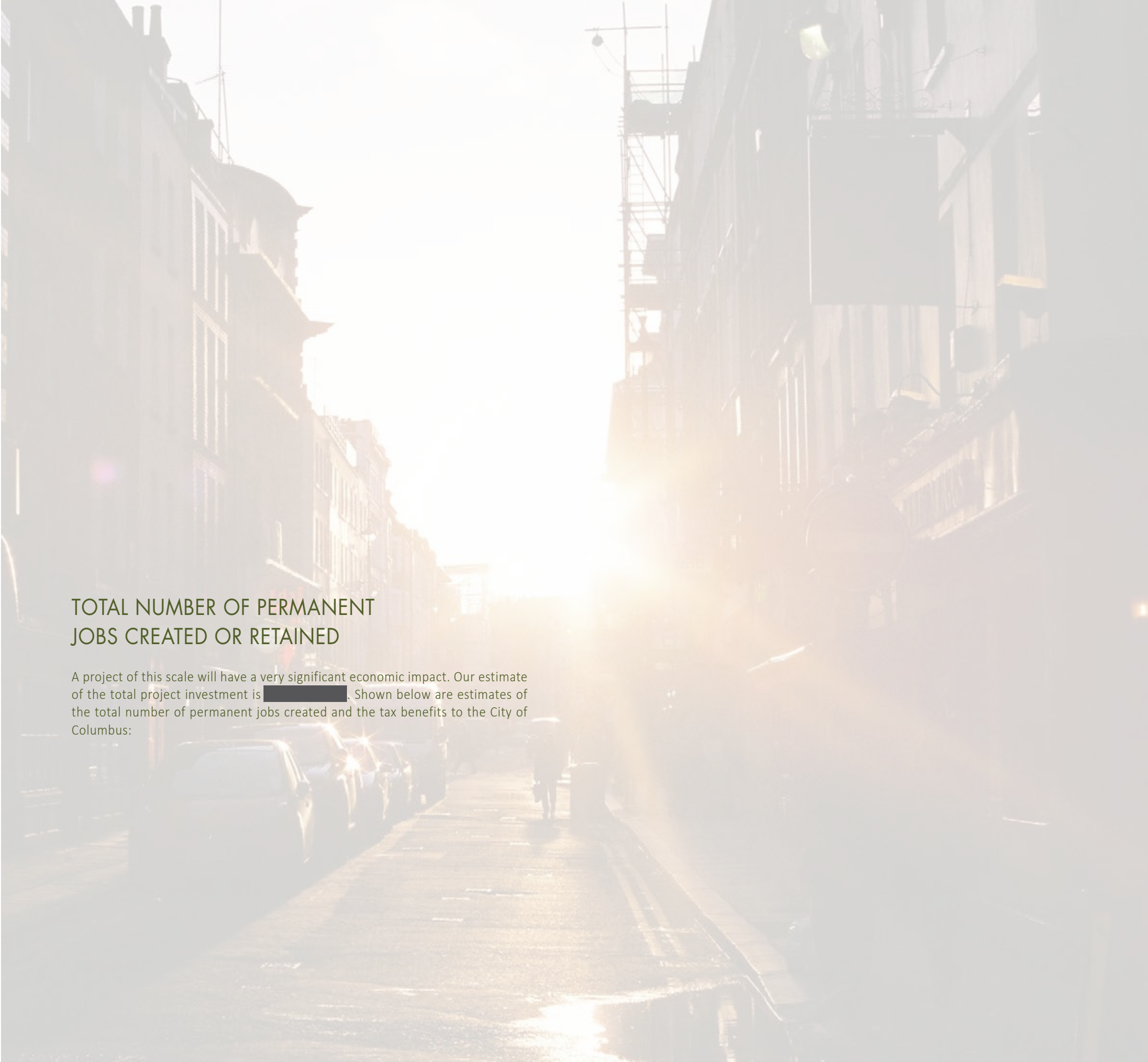
Construction jobs, while not permanent, are another significant and direct economic impact. We estimate the following construction jobs as a part of this project:

Supervision & General	10
Demolition	5
Concrete	45
Masonry	15
Steel	12
Rough Carpentry	15
Finish Carpentry	20
Insulation	8
Roofing	10
Caulking	6
DR/FR/HW	10
Glass	15
Metal Stud Framing / Drywall	30
Painting	12
Flooring	10
Elevator	8
Fire Protection	10
Plumbing	20
HAVC	20
Electrical	25
Subtotal	306 *

* on site labor only - does not include supply chain

TOTAL NUMBER OF PERMANENT JOBS CREATED OR RETAINED

A project of this scale will have a very significant economic impact. Our estimate of the total project investment is [REDACTED]. Shown below are estimates of the total number of permanent jobs created and the tax benefits to the City of Columbus:



COMMUNITY IMPACT

The goal of creating a positive community impact via this proposed development has been at the forefront of our team's efforts thus far, and it will continue to be. Throughout the process of brainstorming, discussing, and developing ideas and concepts for the development, the question we've continually asked ourselves is "does this provide maximum benefit to the North Market and the community as a whole?" Below we summarize the ways in which our proposal addresses each of these critical concerns:

***Plan for long-term sustainable
financial structure to support North Market***





Our team is very aware of the need to keep the North Market up and running during construction. Schooley Caldwell in particular frequently designs renovations to buildings that cannot close. The Greater Columbus Convention Center, currently under renovation, has remained operational during construction.

How the new development will complement the North Market building and integrate into the surrounding Historic District

Understanding of the North Market Historic District is fundamental to our design for Market Tower. Our design philosophy centered on treating the existing North Market building as the landmark that it is, while designing everything else to harmonize with the North Market and its surrounding context.

We began by developing an understanding for the North Market's scale, circulation patterns, strengths, and weaknesses. We share the fondness Columbus residents have for the North Market's slightly shopworn feel and its authenticity. Those of us who have been market patrons from the days of the double Quonset hut have a love and appreciation for the grit and determination of the North Market; we also understand that those who have only come to know the North Market in more recent years appreciate its vibrancy and diversity, keeping pace with an increasingly diverse and multicultural city.

We have sought to create an architectural form large enough to have the economic impact required to provide a secure future for the North Market, while also creating a meaningful outdoor space to allow the North Market to continue to be the epicenter of food culture in Central Ohio, with outdoor festivals and other events throughout the year. The Spruce Street Plaza is intended to allow the North Market to change the impression of Spruce Street from a roadway that is occasionally closed for festivals, to a festival/market area which is sometimes open to traffic.

The scale and massing of Market Tower have been carefully thought out. Our challenge in finding a way to fit a large building onto what is a comparatively small site led us in the direction of a tall tower; its form was created by paying close attention to the defining scale of the existing historic neighborhood buildings. This led us to establish a low three-story base and introduce the stepping back of the mid-rise floors until the tower form emerges free from the base. We took many cues from traditional high-rise buildings, which used setbacks to create a street edge and articulate the form of the building. Knowing that the building will become a prominent presence in the Columbus skyline and will be visible from a great distance, we chose a form that is tall, elegant, and alluring.

The materials have been selected to complement the other buildings in the district. On the three-story base we've chosen to use traditional brick masonry with deeply punched window openings to relate to the scale, rhythm and depth of the surrounding neighborhood buildings. Moving up, the brick masonry continues but we begin to lighten the expression and form by integrating terra cotta banding and larger amounts of glass, allowing the glass to eventually become the defining expression at top of the building.

The resulting Market Tower is contextual and respectful of its surroundings – it is a building that could only be built on this particular site. Market Tower is also modern and graceful, a beautiful new element of our city's skyline.



Proposed treatment of North Market and plan to expand its services and operations

The Grand Atrium will serve as the new civic center or “hub” of the neighborhood, providing a new, vibrant focal point and community gathering and dining place. It will also be leasable as a special event space after peak hours, and will provide a beautiful and seamless connection between the North Market and Market Tower. Additionally, the Grand Atrium provides a new, welcoming entrance to the North Market’s second floor, enhancing its appeal to tenants and patrons alike. The Grand Atrium will create synergy between the North Market, Market Tower, and the surrounding neighborhood. We envision it being, more often than not, filled...with light, people, food, conversation, laughter, reflection, camaraderie...*community*.

To avoid disrupting the North Market’s ongoing operations during construction, our proposal provides limited renovations and upgrades to the existing building. These are mainly limited to issues related to improved circulation within the North Market and connectivity with Market Tower. We are also proposing improved wayfinding throughout, and upgrades to the finishes to provide an enhanced, fresh look to the existing building. These can be completed without negatively impacting the existing North Market vendors’ operations.

An early phase of the project should include upgrades to the entrances and seating areas on the west side of the existing building, so that the North Market becomes more of a “beacon” to those approaching from Vine and Front Streets. This will also encourage all visitors to enter the North Market from the west entrance, thereby avoiding the construction site on the east.

When it comes to expanding the North Market’s services and operations, our proposal provides many exciting possibilities! Community gathering space, leasable event space, space for additional vendors, incubator spaces for entrepreneurs and startups, and community kitchen/cooking spaces are all envisioned as part of Market Tower. We will work with the North Market to determine the best uses and programming, as well as to firm up how much leasable space is desired both now and in the future. The design for Market Tower provides ample space to expand and increase the North Market’s number of vendors, programming, and special events - and therefore its revenue as well. Additionally, Market Tower proposes 40,000-50,000 square feet of office space, which means more built-in weekday customers in addition to the residents.

Our team is receptive to any ideas that the NMDA has with regard to treatment of the existing building. Further, once Market Tower is complete, it will provide expansion space so that if the NMDA wishes to pursue more extensive renovations to the existing building, they’ll be able to potentially move tenants out during the renovations to avoid negatively impacting their businesses.





Impact on visitor experience

During construction, we will seek to minimize the impact on the visitor experience. As previously mentioned, upgrading the west side entrances so that visitors can more easily avoid the construction site; providing clear signage and wayfinding all around the site; and providing convenient short-term parking are some of the ways we've identified to achieve this. **Communication will be key.** Our team will work with the NMDA to develop a thorough and specific communication plan to keep visitors informed. Social media, e-mail, and a dedicated section on the North Market's website will likely be the primary channels; we can also involve local media outlets when appropriate and explore any other ideas with the NMDA.

Once Market Tower is completed, our goal is to **maximize** the visitor experience! The list of ways this will be accomplished is lengthy, but exciting:

- The Grand Atrium will transform the visitor experience. It will serve as a hub for social engagement throughout the day, filling previously slow times with activity. The dining experience for visitors will be greatly enhanced with several new options.
- Expansion space to allow the North Market to continue to support current businesses, startups, and to provide goods and services not currently offered at the North Market. More varied offerings will attract more visitors and regular customers. The addition of retail spaces not currently located in the area, such as a pharmacy, will transform the area into a one-stop shopping experience. This will also be an attractive amenity for Convention Center and nearby hotel guests, which in turn could increase North Market visitors.
- The 180+ residential units will serve as a catalyst for a vibrant neighborhood anchored around the North Market.
- The North Market's 2nd floor will be easier to access.
- The revamping of Spruce Street will improve the visual connection to the North Market from High Street, drawing in more people (e.g. from the Convention Center).
- Ground floor activity will activate the surrounding streets; Spruce Street will become more pedestrian friendly and more of a community area, providing better/expanded space for things like farmer's markets. The Grand Atrium could potentially allow the North Market to expand the farmer's market to a year-round event.
- The development provides vibrant public spaces, both indoor and outdoor.

Arrangements to address any and all operational needs of the North Market during development phase

The ability of the North Market to continue to operate uninterrupted has been at the forefront of our planning efforts. We have a line item in the project budget dedicated to supporting the North Market during the construction period. We would like to discuss this with the NMDA to appropriately allocate these funds, but we anticipate a significant portion will go toward addressing the availability of parking. The specific amount will become more defined in the next stage of the selection process and through discussion with the appropriate stakeholders.

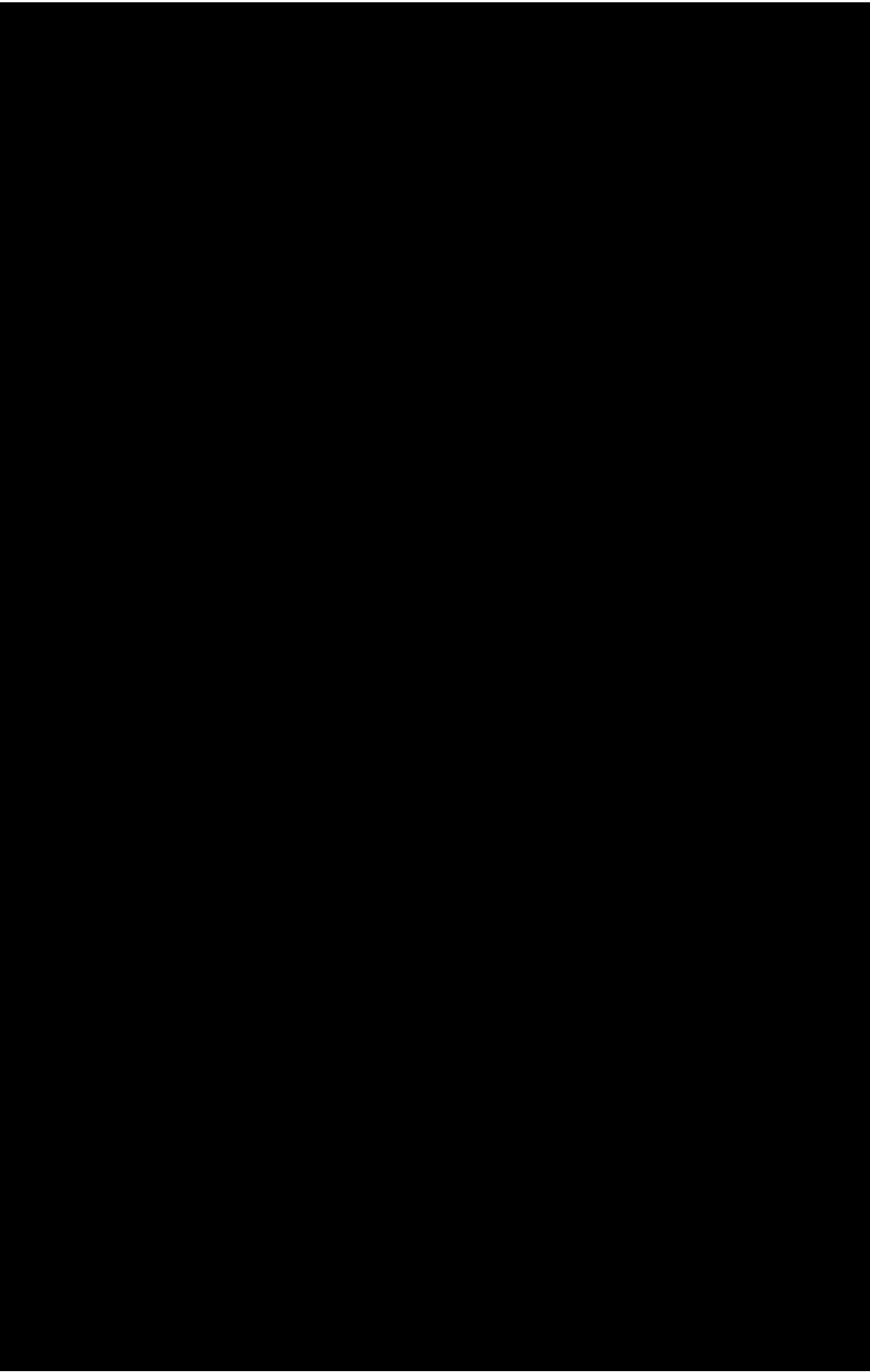
We understand that having short-term, inexpensive parking options available to patrons is paramount to the North Market's operations during construction. We could fulfill this need through various means:

1. Leasing designated spaces in the Vine Street Garage from the Franklin County Convention Facilities Authority and making these available at a reduced rate to North Market patrons with a validated ticket. We have already had preliminary discussions with the County about this plan and will continue to explore this further.
2. Leasing parking spaces from neighboring properties, particularly on weekends, and making these available to North Market patrons
3. Leasing a designated number of spaces in the parking lots on Vine Street, just west of the North Market, and providing a shuttle service to/from these lots during peak hours

We would need to discuss this in-depth with the North Market Development Authority to understand issues such as their peak hours, employee hours, and special events, but there may be other options that would be viable solutions as well and our team will explore these with the NMDA.



MARKET TOWER FINANCIALS



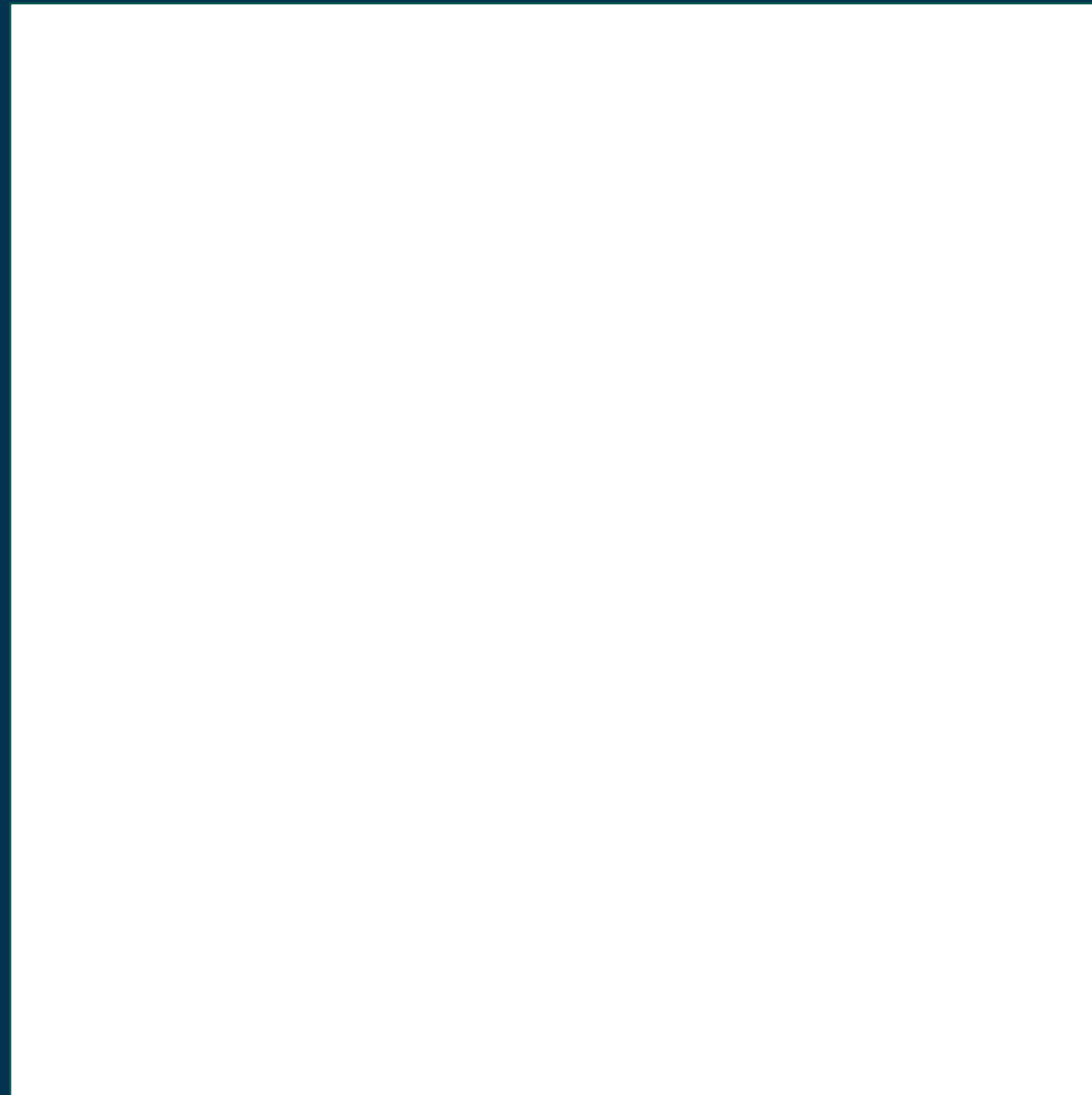
REFERENCES

Andy Dale, President
FC Bank
Andy.dale@fcbank.bank

Scott McComb, President
Heartland Bank
McCombs@heartlandbank.com

Greg Davis, President
Claypool Electric
GDavis@claypoolelectric.com

APPENDIX




To express our enthusiasm for this project,
we've produced a video highlighting our proposal.
Thanks for watching!

ONE ORIGINAL AND NINE ADDITIONAL
PRINTED COPIES, AND ONE PDF COPY OF
THIS BID MUST BE SUBMITTED

Bidder submitting this Bid should check the appropriate box.

This is: ☐ The Original

This is: ☐ One of the Copies

	<h1>Request for Proposal</h1>	City of Columbus, Ohio Department of Development Economic Development Division 150 S. Front St., Suite 220 Columbus, Ohio 43215 614/645-0824
RFQ-003376 – Redevelopment of Parking Lot Adjacent To North Market (Solicitation No.) / (Item)		
DEPARTMENT OF DEVELOPMENT (Department)		
ECONOMIC DEVELOPMENT DIVISION (Division)		
Bid Opening Date and Time Economic Development Division – Monday, November 21, 2016 – 4:00 P.M. (local time) Sealed proposals will be received by the City of Columbus, Department of Development, Economic Development Division, 150 S. Front St., Suite 220, Columbus, Ohio 43215, until this date and time, and then will be publicly opened and read. Proposals received after the opening time will be returned to the bidder unopened. The City will not be responsible for late mail or other deliveries.		
NOTE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.		
Bid Proposal Submitted By:		
Short North Partners LLC, % The Wood Companies Company Name/DBA		
939 North High Street Street Address		
Columbus City	OH State	43215 Zip
<div></div> Federal I.D. No.	<div><div>YES</div></div> / NO (circle one) Contract Compliance No. and Expiration Date	mwood@woodcompanies.com E-Mail Address
Mark Wood, President Contact Person	614-298-9663 Phone No.	 Fax No.

**CONTACTS FOR INFORMATION
CONCERNING THIS BID PROPOSAL**

Solicitation No.: RFQ-003376

Title: Redevelopment of Parking Lot Adjacent To North Market

Department/Division or Agency: DEVELOPMENT/ECONOMIC DEVELOPMENT DIVISION

Contact the following individuals on questions regarding:

	<u>NAME</u>	<u>PHONE NO.</u>
Specifications:	<u>ASHLEY SENN</u> ajsenn@columbus.gov	<u>614-645-0824</u>
Delivery:	<u>PER PO TERMS</u>	
Payment:	<u>PER PO TERMS</u>	

Purchasing Office

	<u>NAME</u>	<u>PHONE NO.</u>
Procurement Specialist:	<u>N/A</u>	
Purchasing Expediter:	<u>N/A</u>	

Equal Business Opportunity Commission Office

Contract Compliance Applications are available online by registering at the City of Columbus - Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>

For assistance with questions regarding **Contract Compliance**, telephone (614) 645-4764.

Contact **TIA ROSEBORO** at (614) 645-2203 for assistance from an Equal Business Opportunity Specialist.

EQUAL OPPORTUNITY CLAUSE

(1) The contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practical opportunity to participate in the performance of contracts awarded by the city.

(4) The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this article, and with the regulations of the Equal Business Opportunity Commission Office. All such materials provided to the Executive Director by the contractor shall be considered confidential.

(5) The contractor will not obstruct or hinder the Executive Director or her deputies, staff, and assistants in the fulfillment of their duties and responsibilities imposed by Article I, Title 39.

(6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.

(7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid contract compliance number as provided for in Article I, Title 39.

(8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in the cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE
CERTIFICATION NUMBER ISSUED BY THE EBOCO EXECUTIVE DIRECTOR.**

For information regarding contract compliance, please contact the Equal Business Opportunity Commission Office at 614.645.4764 or online: <http://eboco.ci.columbus.oh.us/>

Contract Compliance Applications are available online by registering at the City of Columbus Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>

City of Columbus Home Page: <http://www.columbus.gov>

INFORMATION FOR BIDDERS

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

SUBMISSION OF PROPOSAL

Bids must be submitted on this proposal form and enclosed in a sealed envelope clearly marked with the bid name and solicitation number. Blank spaces in the proposal must be completed and phraseology of the proposal must not be changed. This document **must** be returned in its entirety and all pages **must** be in proper sequence. Additions must not be made to the items listed in the proposal and any unauthorized conditions, limitations, or provisions attached to the proposal may render the bid nonresponsive and result in its rejection. If vendor does not wish to bid, the proposal should be so marked and returned. Bidders are invited to be present at the opening of the proposals.

ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF PROPOSALS

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

DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

SIGNATURE REQUIRED

The proposal page must be signed in ink. If the bidder is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said bid; if a partnership, indicated partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

APPLICABLE LAWS

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

PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the **UNIT PRICE** quoted will govern. In the event of a conflict between the price in numbers and the price in words, the price in words will control.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if

applicable), and performance bond (if applicable) shall be in the form hereto attached.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

TAXES

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

SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

QUALITY

Unless otherwise stated by the bidder, the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notices will be emailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Section 361.34 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Division (I)(3) and (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (1)(1) and (J)(1) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517./13 for the duration of this contract and for one year thereafter.

INFORMATION FOR BIDDERS

IN THE EVENT OF A CONTRACT

- Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
- The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
- The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
- Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
- If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
- Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
- Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
- The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
- All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
- If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
- The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
- An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

- Contractor shall protect, indemnify, and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.
- The Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
- The signatories to the Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

LOCAL CREDIT

Pursuant to City of Columbus Ordinance #2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

ENVIRONMENTALLY PREFERABLE CREDIT

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator
City of Columbus/Fleet Management Div.
4211 Groves Road
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

