

INVITATION TO SUBMIT
PROPOSAL

RFP NO. 14-0080-3

**CONCESSIONS, CUSTODIAL AND SECURITY SERVICE PROVIDER AT THE
TYBEE PIER AND PAVILION FOR CHATHAM COUNTY PARK SERVICES**

PRE-PROPOSAL CONFERENCE: 10:00 A.M., JULY 22, 2014

PROPOSAL RECEIPT DUE BY: 5:00 P.M., AUGUST 8, 2014 (Local Time)

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER JAMES J. HOLMES

COMMISSIONER LORI L. BRADY

COMMISSIONER TONY CENTER

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK J. FARRELL

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

**CHATHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST**

The following documents, when marked, are contained in and made a part of this Package or are required to be submitted with the proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her Proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFYING THE PROPOSAL.

- GENERAL INFORMATION
- PROPOSAL
- SCOPE OF WORK
- LEGAL NOTICE
- ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR AFFIDAVIT/AGREEMENT; E. SAVE FORM; F. DEBARMENT FORM; G. M/WBE PARTICIPATION FORM; H. LOBBYING AFFIDAVIT

ALL FIRMS REQUESTING TO BUSINESS WITH CHATHAM COUNTY MUST REGISTER ON-LINE AT [HTTP://PURCHASING.CHATHAMCOUNTY.ORG](http://PURCHASING.CHATHAMCOUNTY.ORG)

COUNTY TAX CERTIFICATE REQUIREMENT: Contractor must supply a copy of their Tax Certificate as proof of payment of the occupational tax where their office is located.

CURRENT TAX CERTIFICATE NUMBER _____
CITY _____
COUNTY _____
OTHER _____

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

The undersigned bidder certifies that he/she has received the above listed and marked documents and acknowledges that his/her failure to return each, completed and signed as required, may be cause for disqualifying his/her proposal.

BY: _____
SIGNATURE:

DATE:

TITLE:

COMPANY:

Chatham County has established goals to increase participation of minority and woman owned businesses. In order to accurately document participation, businesses submitting bids or proposals are strongly encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority of woman ownership. Please check ownership status as applicable:

African-American _____ Asian American _____ Hispanic _____
Native American or Alaskan Indian _____ Woman _____

In the award of "Competitive Sealed Proposals", minority/woman participation may be one of several evaluation criteria used in the award process when specified as such in the Request for Proposal.

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING AND CONTRACTING
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1624**

DATE: June 26, 2014

RFP NO. 14-0080-3

GENERAL INFORMATION FOR REQUEST FOR PROPOSALS

This is an invitation to submit a proposal to supply Chatham County with the professional services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE, SUITE C, Savannah, Georgia** up to **5:00 P.M., August 8, 2014. (Local Time)** The Purchasing Agent reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a proposal are contained in the Request for Proposal package. Please note that specific forms for submission of a proposal are required. Proposals must be typed or printed in ink. If you do not submit a proposal, return the signed invitation sheet and state the reason; otherwise, your name may be removed from our bidders list.

A PRE-PROPOSAL CONFERENCE HAS BEEN SCHEDULED FOR 10:00A.M., JULY 22, 2014, and will be conducted in the **Purchasing Conference Room, located in Suite C, 1117 Eisenhower Drive, Savannah, Georgia 31406**, to discuss the specifications and resolve any questions and/or misunderstandings that may arise.

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Agent will issue a written addendum to document approved changes. Generally when addenda are required, the bid opening date may be changed.

Chatham County has an equal opportunity procurement policy. Chatham County seeks to ensure that all segments of the business community have access to providing services needed by County programs. The County affirmatively works to encourage utilization of disadvantaged and minority business enterprises in our procurement activities. The County provides equal opportunity for all businesses and does not discriminate against any persons or businesses regardless of race, color, religion, age, sex, national origin or handicap. The County expects its contractors to make maximum feasible use of minority businesses and qualified minority employees. The terms "disadvantaged business", "minority business enterprise", and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

**SECTION I
INSTRUCTIONS TO PROPOSERS**

1.1 PURPOSE: The purpose of this document is to provide general and specific information to use in submitting a proposal to supply Chatham County with services as described herein. All proposals are governed by the Code of Chatham County, Chapter 4, Article IV, and the laws of the State of Georgia.

1.2 HOW TO PREPARE PROPOSALS:

All proposals shall be typewritten or completed with pen black or blue ink, signed by the business owner or authorized representative, with all corrections initialed and dated by the official signing the proposal. **ALL SIGNATURE SPACES MUST BE SIGNED.**

Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission. Each proposal constitutes an offer and may not be withdrawn except as provided herein.

1.3 HOW TO SUBMIT PROPOSAL: All proposals shall be:

- A. Submitted in a sealed opaque enveloped, plainly marked with the proposal number and title, date and time of bid proposal opening, and company name.**
- B. Mailed or delivered as follows in a sufficient time to ensure receipt by the Purchasing Agent on or before time and date specified above.

Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

Proposers shall submit one (1) unbound and four (4) bound copies of their proposals.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.4 HOW TO SUBMIT AN OBJECTION: Objections from Offerors to this Request for Proposal and/or specifications should be brought to the attention of the County Purchasing Agent on the following manner;

- A. When a pre-proposal conference is not scheduled, the Proposer shall object in writing not less than five (5) days prior to the Date for submission.
- B. The objections contemplated must pertain both to form and substance of the Request for Proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this Request for Proposal.

- 1.5 **ERRORS IN PROPOSALS:** Proposers or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposers own risk.
- 1.6 **STANDARDS FOR ACCEPTANCE OF PROPOSERS FOR CONTRACT**
AWARD: The County reserves the right to reject any or all Proposals and to waive any irregularities of technicalities in Proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the Offer of a Proposer who has previously failed to perform properly or complete on time contracts of a similar nature, who investigation shows is not in a position to perform the contract.
- 1.7 **PROPOSER:** Whenever the term “Proposer” is used it shall encompass the “person”, “business”, “firm”, or other party submitting a proposal to Chatham County in such capacity before a contract has been entered into between such party and the County.
- 1.8 **COMPLIANCE WITH LAWS:** The Proposer shall obtain and maintain all licenses, permits, liability insurance, workman’s compensation insurance and comply with any and all other standards or regulations required by federal, state or County statutes, ordinances and rules during the performance of any contract between the Proposer and the County. Any such requirement specifically set forth in any contract document between the Proposer and the County shall be supplementary to this section and not in substitution thereof.
- 1.9 **CONTRACTOR:** Contractor or subcontractor means any person, firm, or business having a contract with Chatham County. The Contractor of goods, material, equipment or services certifies that the firm will follow equal employment opportunity practices in connections with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by Chatham County.
- 1.10 **LOCAL VENDORS:** The Board of Commissioners has strongly expressed their desire to have as much “Local” participation as possible for the work done in Chatham County.
- 1.12 **MINORITY- WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the County Board of Commissioners to increase the participation of minority (MBE) and women-owned (WBE) business in its contracting and procurement programs. The County is committed to a policy of equitable participation for these firms by setting goals for each contract. Bidder/proposers are requested to include in their proposals a narrative describing their past accomplishment and intended actions in this area. If bidder/proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties must be identified in their proposal along with the percentage(s) and dollar amount awarded to the M/WBE firm. If a bidder/proposer is considered for award, he/she will be asked to meet with the County Staff so that the intended MBE/WBE participation goals can be formalized and included in the subsequent contact. The participation goals for this project are 12% MBE and 5% WBE.

If the awarded contractor/vendor is claiming minority status, the contractor/vendor shall apply for certification by Chatham County, Georgia to the Office of Minority Business Coordinator located in the Human Resources Offices. The Minority Business Coordinator will provide documentation of application status once approved or disapproved by Chatham County. Certification by any other government entity is acceptable if current copy of the certification is provided with this solicitation. For additional information concerning Chatham County's M/WBE Program, please contact Mr. Connell C. Heyward at (912) 652-7926.

SECTION II PROPOSAL CONDITIONS

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall not inure to the benefit of the bidder but shall put the Proposer on notice to inquire of or identify the same to the County.
- 2.2 MULTIPLE PROPOSALS:** No Proposer will not be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 GEORGIA OPEN RECORDS ACT:** The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of public office of agency and is subject to public inspections in accordance with the *Georgia Open Records Act, Official Case of Georgia Annotated, Section 50-18-070, et, Seq.*, unless otherwise provided by law. Responses to request for proposals are not considered public until after contract is awarded.
- 2.4 GEORGIA TRADE SECRET ACT OF 1990:** In the event that a proposer submits secret information the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.5 CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.
- 2.6 OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid date submitted, unless otherwise stated in the proposal. When requested to provide a fee proposal, fees quoted must also be firm for acceptance for a ninety day period.

- 2.7 **COMPLETENESS:** All information required by the Request for Proposal must be completed and submitted to constitute a proper proposal.
- 2.8 **LIABILITY PROVISIONS:** Where Proposers are required to enter or go into Chatham County property to take measurements or gather other information in order to prepare the proposal as requested by the County, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Offer and shall indemnify and hold harmless Chatham County from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Chatham County.
- 2.9 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certified, and in the case of a joint offer each party thereto as to its own organization, that in connection with this procurement:
- A. Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other competitor;
 - B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other competitor; and;
 - C. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not submit an offer for the purpose or restricting competition.
- 2.10 **AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible Proposer whose proposal will be most advantageous to Chatham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County.
- 2.11 **VENDOR PERFORMANCE EVALUATION:** On April 11, 2008, the Board of Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluations, at a minimum, prior to the contract anniversary date. Should the vendor performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Vendor Complaint form or a Performance Evaluation to be sent to the Purchasing Agent.
- 2.12 **PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The Chatham County Purchasing Procedures Manual,

Article IX - Appeals and Remedies shall govern the review and resolution of all protests.

2.13 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES: The proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.

2.14 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATIONS: Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5) years. Any proposer/firm previously defaulting or terminating a contract with the County will be not considered.

** All bidders or proposers are to read and complete the **Disclosure of Responsibility Statement** enclosed as an Attachment to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

Bidder acknowledges that in performing contract for the Board, bidder shall not utilize any firms that have been a party of any of the above actions. If Bidder has engaged any firm to work on this contract or project that is later debarred, Bidder shall sever its relationship with that firm with respect to Board contract.

2.15 QUALIFICATION OF BUSINESS (RESPONSIBLE PROPOSER): A responsible Proposer is defined as one who meets, or by the date of the acceptance can meet, all requirements for licensing, insurance, and service contained within this Request for Proposals. Chatham County has the right to require any or all Proposers to submit documentation of the ability to perform the service requested. Chatham County has the right to disqualify the proposal of any Proposer as being unresponsive or irresponsible whenever such Proposer cannot document the ability to deliver the requested service.

2.16 COUNTY BUSINESS LICENSE REQUIREMENT: A current Chatham County or municipal business tax certificate (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business Tax Certificate prior to submitting a proposal. However, a license must be obtained by the successful vendor prior to award of contract.

Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

2.17 INSURANCE PROVISIONS: The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees,

or subcontractors. The cost of such insurance shall be included in the Contractor's fee proposal.

Chatham County evaluates each claim on a case-by-case basis and invokes all immunities and defenses permitted under law. Chatham County is *not* to be included as a named insured on Contractor's policies.

A certificate of insurance regarding this Request for Proposal shall include the following:

- A. *Worker's Compensation*: Statutory, with a minimum Employer's Liability limit of \$500,000.
- B. *Commercial General Liability*: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.
- C. *Business Automobile*: \$1,000,000 Combined Single limit written on an "Any Auto" basis.
- D. *Fidelity Bond/Professional Liability*: \$3,000,000 Covers lost due to crime or dishonesty by employee of/or the CONTRACTOR.

2.18 INDEMNIFICATION: The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Chatham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Chatham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Chatham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

The contractor shall provide the County with an insurance certificate outlining the coverages provided and 30 day written notification to the County when the coverages are terminated or expired.

- 2.19 COMPLIANCE WITH SPECIFICATION - TERMS AND CONDITIONS:** The Request for Proposals, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents form a part of the Offeror's proposal and by reference are made a part of a resulting contract.
- 2.20 SIGNED RESPONSE CONSIDERED AN OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.
- 2.21 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed or Purchase Order is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.22 PAYMENT TO CONTRACTORS:** ***N/A*** Instructions for invoicing the County for service delivered to the County are specified in the contract document.
- A. Questions regarding payment may be directed to Finance Department at (912) 652-7905 or the County's Project Manager as specified in the contract documents.
 - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
 - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
 - D. Chatham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Chatham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Chatham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 2.23 MERGERS:** If a selected firm is sold or merged with another organization, the County will consider the contract binding regardless of any name changes. If there is a conflict of interest, the County reserves the right to terminate said contract.

2.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS: It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements apply to specifications that are ambiguous. Intention of the County that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacements personnel are subject to County approval. In the event substitute personnel are not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

2.25 SECURITY AND IMMIGRATION COMPLIANCE ACT: On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov> , to find the E-Verify information.

Protection of Resident Workers. Chatham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which included provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. the employer must verify the identity and employment eligibility of anyone to be hired, which included completing the Employment Eligibility Verification Form (I-9). The CONTRACTOR shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

The undersigned bidder or proposer certifies that he/she has carefully read the preceding list of instructions to bidders and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her bid/proposal are in accordance with all documents contained in this Request for Proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Proposer, have read the instructions to Proposer and agree to be bound by the provisions of the same.

This _____ day of _____ 20 _____.

BY _____

SIGNATURE

TITLE

COMPANY

ADDRESS

PHONE NO.

**SECTION III
REQUEST FOR PROPOSAL**

3.1 DESCRIPTION AND OBJECTIVES: The Chatham County Park and Recreation Services is seeking qualified firms interested in providing Concessions, Custodial and Security Services for the Chatham County Tybee Pier and Pavilion.

3.2 METHODOLOGY: The procurement described herein is being conducted as a Request for Proposals through professional services selection, a method of selecting professional services as provided in The Chatham County Purchasing Ordinance and Procedures Manual.

STEP ONE – ACCEPTANCE AND EVALUATION OF PROPOSALS: All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete shall be considered non-responsive. Contractor will offer flat rate of revenue per month.

STEP TWO - INTERVIEWS: The evaluation committee at its discretion may conduct interviews any of or all proposer. If conducted the interviews will be scored. **(30 points possible)**

3.3 PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be conducted at **10:00A.M., July 22, 2014** at the Chatham County Citizens Service, Purchasing and Contracting, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, to discuss specification and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance. Firms must be represented at this conference in order to submit a proposal.

3.4 PROPOSAL DEADLINE: The response to the Request for Proposal must be received by the Chatham County Office of Purchasing and Contracting no later than **5:00 P.M. (LOCAL TIME), August 8, 2014**. Any proposal received after the time stipulated will be rejected. The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.

3.5 WITHDRAWAL OF PROPOSAL: Your proposal may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of your proposal will not prejudice the right of the proponent to submit a new proposal, providing the latter is received timely as provided herein.

- 3.6 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.
- 3.7 CONE OF SILENCE:** Lobbying of Procurement Evaluation Committee members, County Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or Request for Proposal (RFP) or contract by any member of a proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation is strictly prohibited.
- 3.8 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposal. The format provided in this Section is not negotiable. To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:
- A. Cover Letter
 - B. Experience in Similar Projects
 - C. List of concessions, etc., with prices to be charged to the public
 - D. Minority/Local Outreach
 - E. Financial
 - F. Revenue/Fee Proposal

Each proposal must be submitted in one (1) unbound original and four (4) copies bound and one electronic version to:

Ms. Victoria D. Godlock, CPPB, MPA
Procurement Specialist
Chatham County Purchasing Department
1117 Eisenhower Drive - Suite C
Savannah, GA 31406
(912) 790-1624

NOTE: All proposals will be presented on 8-1/2" by 11" paper, either bound or in a notebook. The information will be tabbed according to each requested section.

- 3.9 COMPENSATION:** The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure the most cost effective offer.
- 3.10 REJECTING PROPOSALS:** The County reserves the right to reject any or all proposals and is not bound to accept any proposal if that proposal is contrary to the

best interest of Chatham County. Similarly, the County is not bound to accept the lowest dollar proposal if the offer is not considered in the County's best interest.

- 3.11 COST TO PREPARE RESPONSES:** The County assumes no responsibility or obligation to the respondents and will make no payment for any costs associated with the preparation or submission of the proposal.
- 3.12 INQUIRIES:** Direct any questions related to this RFP to Ms. Victoria D. Godlock, CPPB, MPA, Procurement Specialist, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. *DEADLINE FOR ALL QUESTIONS IS one (1) week prior to due date.* All questions shall be delivered by hand, mail, and fax or e-mailed as follows:

Chatham County Purchasing and Contracting Division
Attn: Victoria D. Godlock, CPPB, MPA, Procurement Specialist
1117 Eisenhower Drive, Suite C
Savannah, GA 31406
(912) 790-1627 (FAX)
vgodlock@chathamcounty.org

THE ONLY OFFICIAL ANSWER OR POSITION OF CHATHAM COUNTY WILL BE THE ONE STATED IN WRITING.

- 3.13 METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Section V of the Chatham County Purchasing Ordinance and Article VI of the Purchasing Procedures Manual for this procurement.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to Chatham County, taking into consideration price and other factors set forth in this Request for Proposal (RFP). Purchasing and Contracting will not use any other factors or criteria in the evaluation of the proposals received.

- 3.14 EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin

SECTION IV SPECIAL CONDITIONS

- 4.1 PENDING LITIGATION:** Proposals will not be accepted from any company, firm, person, or party, parent subsidiary, against which Chatham County has an outstanding claim, or a financial dispute relating to prior contract performance. If the County, at any

time, discovers such a dispute during any point of evaluation, the proposal will not be considered further.

- 4.2 EVALUATION FACTORS:** Factors such as proponents overall capability, specialized experience, reputation, past performance on similar projects, technical competence, financial stability, ability to meet program goals, delivery under the contract terms, and fee schedule will be considered in the award recommendation. Commitment in the level of MBE/WBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 4.3 SELECTION PROCESS:** Proposals will be evaluated initially on the basis of the written document. Thus, the proposal must be complete, concise and clear as to the intent of the respondent. Interviews may be conducted of any or all proposers.
- 4.4 LICENSES, PERMITS, TAXES:** The revenue quoted shall be net of all fees that the proponent is or may be required to pay.
- 4.5 CHANGES:** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made.

Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

- 4.6 TERMINATION OF CONTRACT:** Chatham County shall have the right to terminate any contract to be made hereunder for its convenience by giving the proponent written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The proponent shall be paid for services rendered and not in question or dispute through the effective date of such termination. Further, provided a contract is awarded, if a proponent shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the proponent at issue, terminate the agreement with said proponent for such default. If this agreement is so terminated, the proponent shall be required to pay the County the agreed upon revenue by the termination date.
- 4.7 ASSIGNMENT:** The CONTRACTOR shall not assign or transfer any interest of the contract without prior written consent of the County.

**SECTION V
SCOPE OF SERVICES**

**CONCESSIONS, CUSTODIAL AND SECURITY SERVICE PROVIDER AT THE TYBEE PIER AND
PAVILION FOR CHATHAM COUNTY PARK SERVICES**

5.0 **BACKGROUND:** Chatham County, Georgia has constructed a 12,000 square foot pavilion with a 700' x 20' pier extending into the Atlantic Ocean. The pier and pavilion are located on 16th Street on Tybee Island, off of Butler Avenue. On July 12, 2002, The Board of Commissioners approved the concept of offering beer, wine, and alcohol for sale as part of concessions services to be offered.

5.1 **CONCESSIONAIRE SERVICE REQUIREMENTS:**

5.1.1 The concession items that may be offered by the successful contract may include but is not limited to the following:

- Snacks, Beer, Wine and Alcohol.
- Tobacco products, Sun Glasses and Sun Screen
- Dead Bait (Shrimp and Crab bait)
- Fishing Tackle (floats, hooks, lures, etc.)
- Recreational Gear (coolers, batteries, insect repellent, etc.)
- Rental and/or Sale of Fishing Poles

The main concession area is located in the pavilion adjacent to the pier entrance. Chatham County prefers that the bait component be located on the pier immediately adjacent to the fishing area. No other vending or sales are allowed on the pier between main pavilion and covered fishing area.

5.1.2 Contractor will courteously provide service and merchandise to all customers.

5.1.3 Contractor will supply all equipment required for the safe storage and serving of food and beverages.

5.1.4 Contractor will maintain the concession area and all equipment in a clean, operable and safe condition.

5.1.5 Contractor will be responsible for providing personnel to meet required operational hours. Operating hours will be determined in conjunction with Public Works and Park and Services Department.

5.1.6 The current contractor has built a concession stand on the pier. To the extent that the stand is affixed to the property of the County, the stand belongs to the County. Prosper shall be required to furnish any necessary related appliances.

- 5.1.7 Proposer will acknowledge that the type of services proposed cannot be deviated from without prior approval by Chatham County.
- 5.1.8 Contractor and his/her employees will strictly adhere to the following dress code: Shorts may be worn but cannot be shorter than the tip of the fingers when arms are hanging at the side. No cut-offs will be accepted. Shirts are required to be worn at all times. Employee shirts will not contain or display obscene language or other offensive print
- 5.1.9 Successful Contractor will be responsible for providing all locks for storage areas. Storage of supplies cannot be in the electrical room.
- 5.10 Chatham County Health Department inspections will be conducted on a quarterly basis of businesses selling food and beverages. The successful Contractor must at all times maintain a rating of 90 or above on these quarterly inspections. If the rating falls below this benchmark in two (2) consecutive quarters, sales for that portion or particular area found to be non-compliant will be suspended until brought into compliance by obtaining a rating of 90 or above. Repeated failure to maintain a rating of 90 or better will result in contract termination. There will be no decrease in the monthly fees owed to Chatham County as a result of a suspension resulting from a quarterly food and beverage inspection.
- 5.11 No open flames of any type will be allowed such as; candles, lanterns, cooking, or as a light source.

6.0 ALCOHOL AND BEER SALES REQUIREMENTS:

- 6.1 The successful contractor will submit to Chatham County a written alcoholic beverage policy and post drinking rules, which must first be approved by Chatham County and also be in accordance with County, City of Tybee regulations, and the State of Georgia Regulations. **Contractor must obtain Liquor Liability Insurance and the County will hold the certificate.** Bidders are reminded that no beverages can be sold in containers that are made of glass.
- 6.2 Sales to underage persons (under 21 years of age) will not be tolerated. Violations of State, County or City of Tybee laws, codes or ordinances with charges by enforcement agencies will be just cause for the County to revoke or to suspend the privilege for the sale of beer, wine or alcohol. Furthermore, these violations may be just cause for contract termination.
If beer or alcohol sales are revoked or suspended, there will be no decrease in the monthly revenue fees owed to Chatham County.

7.0 DAILY CUSTODIAL AND GROUND MAINTENANCE REQUIREMENTS:

- 7.1 Standard operating hours of the pier and pavilion are 8:00 A.M. to 6:00 P.M. Contractor will be required to provide a (janitorial/custodian) to clean between the hours of 7:30 A.M. and 6:00 P.M. (Daily). Special events may take place until 11:00 P.M. for which the contractor will provide custodial services.

- 7.2 Contractor will be required to furnish all custodial and grounds maintenance equipment required to maintain the pier and pavilion. This includes all blowers, power washers, rakes, shovels, etc.
- 7.3 Contractor shall inspect and clean restrooms on an hourly basis during the busy summer months from April thru September. During the off season the contractor shall monitor cleanliness as needed. Contractor will install hourly cleaning sheet and must be annotated accordingly.
- 7.4 CONTRACTOR WILL PROVIDE ALL HAND TOWELS, TOILET TISSUE, HAND SOAP AND CLEANING SUPPLIES. CHATHAM COUNTY **WILL NOT**, UPON AWARD OF A CONTRACT ASSUME ANY FINANCIAL RESPONSIBILITY FOR THESE ITEMS. ALTERNATE PROPOSALS WHICH STATE THAT THE COUNTY WILL PROVIDE THESE ITEMS WILL NOT BE CONSIDERED. Contractor will be responsible for procuring, picking up from vendor, and/or making delivery arrangements for all supplies relative to the operation of the pier and pavilion area.
- 7.5 Contractor will be required to transport (prior to pick-up) and retrieve (after pick-up) 15 trash containers which are stored under the pier to the street on the morning for each scheduled trash collection day. The current Trash Collection contractor empties container three (3) time a week during the summer months and twice (2) a week during the winter months. Contractor will be required to empty all trash containers located on or around the pavilion, fishing pier, and downstairs on the grounds area (minimum of once daily) or as seasonally needed.
- 7.6 Contractor will sweep and maintain pavilion during the daily hours of operation (As required).
- 7.7 Contractor will re-check periodically throughout the day (up until 11:00 P.M. each night) to assure that ample supplies are in each, and will re-stock as required. (Daily) All hand towels, toilet tissue, hand soap and cleaning supplies will be provided by Contractor.
- 7.8 Contractor will pressure wash pier and pavilion weekly. Contractor will be required to furnish all pressure washing equipment.
- 7.9 Contractor will pick-up and collect all trash located down stairs on grounds area. (Minimum of once daily during peak usage months and a minimum of three times a week during off season months).
- 7.10 Contractor will cut and prune shrubs located down stairs on grounds area. (Minimum of once every two weeks).
- 7.11 Contractor will set-up for special reserved events which include, but is not limited to: weddings, private parties, company functions, etc. This includes but is not limited to: arranging or moving picnic tables, “roping off” reserved rental area, assisting renter with power arrangements, lighting, and security inquiries.

- 7.12 Contractor will handle all matters of repair and maintenance when public safety is an issue. (i.e. exposed nails, loose or broken timbers, replacement of broken toilets, urinals, hand towel dispensers, hand soap dispensers and fixtures with a value of \$1000 or less.
- 7.13 Contractor will be responsible for all repairs, maintenance, and damage or theft replacement of fixtures and lighting with a value of \$1000 or less. Special light bulbs, roof pilings, framing and support structures are excluded. Roof is excluded as well as major repair and maintenance with a value of \$1000 or more for which the County will be responsible. NOTE: Contractor will not let repairs/maintenance build up to exceed the \$1000 threshold.

8.0 DAILY SECURITY REQUIREMENTS:

- 8.1 Contractor will provide operational security to perform security services between the hours of 8:00 A.M. and 11:00 P.M., seven days a week, unless otherwise requested and approved by Chatham County. Security personnel may wear shorts during summer weather. All shorts must be an industry standard style for Security and/or Law Enforcement personnel. Security personnel must wear a distinctive shirt or jacket which identifies him/her (on the front and back) as “SECURITY”.
- 8.2 Chatham County will provide a copy of all rules, regulations and other information pertaining to the pier and the Security post. Security personnel are expected to verbally enforce all posted rules and regulations pertaining to pier operations, safety and security. This includes enforcing rules pertaining to the use of bicycles, skate boards, alcohol consumption, etc. Security personnel will not engage in heated conversations or arguments with patrons.
- 8.3 Security issues will first be reported to the Tybee Island Police Department who will in turn notify the Chatham County Sheriff Department of any criminal activity, disorderly conduct, or vandalism that occurs on the pier. This includes the failure to comply with pier rules and regulations.
- 8.4 Contractor will provide on duty Security personnel with a cellular telephone or hand held two-way radio for the purpose of contacting the Police Department or summoning Emergency Medical Services.
- 8.5 Security personnel will be expected to roam the pier, pavilion, fishing board walk and pier perimeter noting any violation of pier rules, regulations, and any unlawful acts. Security Officer is also required to testify at any legal proceedings resulting from unlawful criminal acts which have occurred during his or her tour of duty.
- 8.6 Security personnel will not leave the pier unless he or she is relieved by another staff member unless he or she has been granted verbal permission to leave by an authorized County official.
- 8.7 Chatham County will provide keys to all doors that are the responsibility of the Security

personnel to secure. Security personnel will ensure that all pier doors and windows are closed and locked at the end of his/her shift.

- 8.8 Security personnel will report any physical damage of County property to Mr. Steve Proper, Parks and Recreation Manager, Chatham County Public Works and Park Services, the morning following the shift that the damage occurs. ALL EMERGENCY INCIDENTS WHICH EFFECT SAFETY, RESULT IN LOSS, OR RESULT IN ADDITIONAL DAMAGE (i.e. busted water pipes, unsafe electrical service, etc.) SHALL BE IMMEDIATELY REPORTED TO THE CHATHAM COUNTY SECURITY OFFICER AT (912) 652-7456.
- 8.9 Security personnel shall prepare a written report on all incidents which occur during his/her shift. A copy of this report shall be provided to Mr. Steve Proper, Parks and Recreation Manager, as soon as possible the next working day. In addition, Contractor will be required to remain “on call” for emergency situations to investigate such as vandalism, theft, teen drinking, fighting, use of illegal drugs, etc., and will immediately notify Police when warranted.
- 8.10 Chatham County will provide the covered guard booth currently on site. Contractor will be responsible for providing all service uniforms, log and incident report forms, or any other equipment which is necessary for Security personnel to perform his/her duty. This includes an electric space heater (if required) which will be used in the guard booth. Supervision of Security personnel will be the sole responsibility of the Contractor.
- 8.11 Contractor will provide a supervisor to visit on-duty Security office a minimum of once per shift. Supervisor will document, through signature, the time of his arrival at the post in the daily log. Should Security personnel be vacant from his or her post, the Supervisor will be required to man the post until a replacement is located.
- 8.12 Security personnel must be in compliance with all applicable State regulations and must be bonded by the Contractor.
- 8.13 Chatham County reserves the right to conduct periodic audits to insure compliance with the contract terms. In general, an audit will consist of a review of all invoices and log journals.

9.0 PAVILION RENTAL/SPECIAL EVENTS:

- 9.1 **Chatham County will retain exclusive “booking” rights and will oversee the rental of the pavilion for special events and functions.** This includes the establishment of any rental fee schedules associated therewith. Should the Successful Contractor desire to reserve the pier and pavilion for his/her own event, the rental fees established by the County will be applicable. In addition, it is mandatory that a Chatham County Sheriff or other off duty Law Enforcement Officer be present for any “booked” events held on the pier and pavilion. This Off Duty Officer is paid for by the “booking” party. Chatham

County Sheriff Officer fees are also applicable for any event “booked” by the Contractor.

- 9.2 The Contractor will be responsible for providing (*at no additional cost to the County*) all hostess, security, ground maintenance, and custodial services associated with rental of the pavilion or any special events. This includes greeting patrons and moving or arranging pavilion equipment and picnic tables as required to facilitate event Contractor or his representative must be available to assist with special events until approximately 1:30 A.M. All areas will be cleaned, trash removed, and service area returned to previous condition prior to 7:30 A.M. the next morning after any such event. Security personnel must remain on site until 1:30 A.M. after each Special Event booking or until the Pier and Pavilion is cleared and secured. This is also applicable for any event booked by the Contractor as stated in 9.1.
- 9.3 According to Tybee Island Ordinance, all music on the Pier and Pavilion must cease by 11:00 P.M. Contractor will be required to strictly adhere to and enforce all ordinance requirements.
- 9.4 Contractor will assist nursing home projects visiting or utilizing the pier by assisting with wheelchair access, directing vans while loading and unloading, providing seating and ensuring the comfort of handicapped individuals.
- 9.5 Contractor will provide seating for public and private school students who begin utilizing the pavilion area in March through the end of the school year.
- 9.6 For Wedding and Wedding Receptions, Contractor will set up and coordinate with wedding party as to pavilion and table arrangements, decorations, music, catering services, etc.
- 9.7 Contractor must be present for all festivals, weddings, etc., to direct loading and unloading of trucks, vendors, rental companies, etc., and will ensure public safety at all times.

10.0 PAYMENT OF UTILITIES:

- 10.1 Contractor will be responsible for paying all Utility bills. Current Utilities include, but are not limited to: Electric, Water, Pest Control Services, Container Trash Collection Services, Sewage & Drainage Services (i.e. Roto Rooter), and Locksmith Services.

11.0 TERM OF CONTRACT:

- 11.1 The term of this contract is one year, with renewal options for four (4) additional one year terms, if all parties agree, **unless terminated by the Board of Commissioners**. Failure to satisfy the requirements stated herein may result in termination of the contract and award to the next low bidder or re-soliciting bids and prohibiting the defaulting Contractor from submitting a bid.
- 11.2 The contractor shall provide on an annual basis; a certified profit and loss statement for

the services related to this contract. Sales tax reports may be required for verification.

12.0 EXCLUSIVITY OF CONTRACT:

- 12.1 The Successful Contractors' continued right to the exclusivity of concession operations is contingent upon the continued, uninterrupted service which includes making available an acceptable broad range of food products and merchandise to satisfy the needs of the public and the prompt submission of the contracted monthly fee to the County. *Periodically, occasions will arise when fund raising projects are requested by worthy organizations. This will be an exception to the exclusivity clause.*
- 12.2 Non-Profit Organizations utilizing or booking the Pier and Pavilion for Special Events **will not be permitted to sell any beer, wine or alcohol products! Unless the County specifically approves** may offer "free of charge" to any guest over 21 years of age. The event sponsor must verify proper identification prior to distributing alcohol products.
- 12.3 The Pavilion Concessionaire (Contractor) may sell alcohol products during these events to those beach goers and/or fishing persons (vacationers and visitors) NOT participating in the Fund Raising or Special Event. Concessionaire must also verify patrons meet the 21 years of age law requirement.

13.0 INSURANCE REQUIREMENTS:

The Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons and damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractor's bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the County indicating the minimum lines of coverage as outlined in Section 2.17 of this bid package, with the special addition of Product Liability and a stand alone Liquor Liability policy. Contractor is responsible for all deductible rates. Please Note: Commercial General Liability may include a Liquor Liability endorsement.

- 13.1 Contractor is responsible for payment of all deductibles arising from any insurance claim (s).
- 13.2 Those Non-Profit Organization will be required to sign a "Hold Harmless Agreement" when scheduling or reserving the Pier and Pavilion for special and fund raising events.

14.0 REVENUE PAYMENTS:

- 14.1 All revenue payments are to be submitted to the County no later than the 10th day of each month*, in accordance with the payment schedule included herein. All payments will be delivered to:

Chatham County Public Works and Park Services
Attn: Deputy Director, Park Services
P. O. Box 8161
Savannah, GA 31406
(912) 652-6780 (Phone)
(912) 652-6792 (Fax)

****Note: Late payments will not be tolerated. More than two late payments are received, Contractor will be subject to a "late payment penalty" in the amount of 10% of the contracted monthly revenue payment.***

15.0 EVALUATION CRITERIA: Proposal will be evaluated according to the following criteria at minimum:

- A. Experience and Qualifications: Previous experience with similar contracts. (30 points)
- B. Financial Stability of the Company: Evidence of financial ability to provide the services. (20 points)
- C. Revenue: The amount to be paid to the County: (20 points)
- D. Menu and Charges to the Public: (15 points)
- E. MWBE participation: Ability to provide opportunity for local and woman owned business participation. (15 points)

ITEMS TO BE SOLD

(Please show the brand name, packaging or serving size and retail price of each item to be offered)

A. SOFT DRINKS:

<i>Brand Name:</i>	<i>Packaging/Serving Size:</i>	<i>Retail Price:</i>

B. BEER, WINE AND ALCOHOL:

<i>Brand Name:</i>	<i>Packaging/Serving Size:</i>	<i>Retail Price:</i>

E. MISCELLANEOUS (ICE CREAM, SNOW CONES, GUM, ETC.):

<i>Brand Name:</i>	<i>Packaging/Serving Size:</i>	<i>Retail Price:</i>

F. BAIT AND FISHING ACCESSORIES:

<i>Brand Name:</i>	<i>Packaging/Serving Size:</i>	<i>Retail Price:</i>

**REQUEST FOR PROPOSAL
CHATHAM COUNTY, GEORGIA
FEE PROPOSAL FORM
NO. P14-0080-3**

**CONCESSION, CUSTODIAL, AND SECURITY SERVICE PROVIDER AT THE TYBEE PIER AND
PAVILION FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES**

I have read and understand the requirements of this proposal, RFP #P14-0080-3, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

MONTHLY REVENUE PAYMENT SCHEDULE

Month:	Monthly Total:
JANUARY	
FEBRUARY	
MARCH	
APRIL	
MAY	
JUNE	
JULY	
AUGUST	
SEPTEMBER	
OCTOBER	
NOVEMBER	
DECEMBER	
TOTAL REVENUE:	

ALL PROPOSERS MUST BE REGISTERED VENDORS ON THE COUNTY'S WEBSITE
(PURCHASING.CHATHAMCOUNTY.ORG)

NAME/TITLE

COMPANY NAME

MAILING ADDRESS

CITY/STATE/ZIP

PHONE NUMBER

FAX NUMBER

DISCOUNT(S): _____

TERMS: _____

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: _____

CITY/COUNTY/STATE: _____

RECEIPT OF ADDENDUM NOS. _____ HEREBY ACKNOWLEDGED.

BY: _____

VENDOR SIGNATURE

MINORITY VENDOR/CONTRACTOR? _____ /YES _____ /NO

MINORITY CLASSIFICATION: _____

EXCEPTION SHEET

If the commodity (ies) and/or service proposed in your Bid is in ANYWAY different from that contained in this proposal, the Bidder is responsible to clearly identify all such differences in the space below. Otherwise, it will be assumed the Bidders' offer is in the total compliance with all aspects of the proposal.

Below are the only differences between my offer and the proposal.

DATE

SIGNATURE

COMPANY

TITLE

**ATTACHMENT A
DRUG FREE WORKPLACE CERTIFICATION**

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with in full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;
2. Each sub-contractor under the direction of the Contractor shall secure the following written certification:_____

(Contractor) certifies to Chatham

County that a drug-free workplace will be provided for the employees during the performance of this contract known as

**CONCESSION, CUSTODIAL, AND SECURITY SERVICE PROVIDER AT THE TYBEE PIER
AND PAVILION FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES**

pursuant to paragraph (7), of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana during the performance of the contract.

CONTRACTOR: _____ DATE: _____

NOTARY: _____ DATE: _____

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____, _____, _____,
Name Title Name of Bidder

(herein after "Company") in consideration of the privilege to bid/or propose on the following Chatham

County project procurement (**CONCESSION, CUSTODIAL, AND SECURITY SERVICE PROVIDER AT THE TYBEE PIER AND PAVILION FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES**) hereby consent, covenant and agree as follows:

No person shall be excluded from participation in, denied the benefit of or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the bid submitted to Chatham County or the performance of the contract resulting therefrom;

2. That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities, and women;
3. In connection herewith, I (We) acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide minority and women owned companies with the maximum practicable opportunities to do business with this Company on this contract;
4. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Chatham County;
5. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of an incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

Signature _____ Date _____

ATTACHMENT C

DISCLOSURE OF RESPONSIBILITY STATEMENT

Failure to complete and return this information will result in your bid/offer/proposal being disqualified from further competition as non-responsive.

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contractor subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, occupational safety and health rules.

I, _____, as _____
Name of individual Title & Authority

of _____, declare under oath that
Company Name

the above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20__ by _____ representing him/herself to be

_____ of the company named herein.

Notary Public

My Commission expires:

Resident State:

ATTACHMENT D

CONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of CHATHAM COUNTY has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91 (b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five (5) business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

Executed on _____, ____, 20__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

ATTACHMENT E

CHATHAM COUNTY, GEORGIA

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by submission of this proposal or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education or local municipality. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Bidder must verify Sub-Tier Contractors and Suppliers are not debarred, suspended, ineligible, pending County litigation or pending actions from any of the above government entities.

Certification - the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

END OF DOCUMENT Mod. CC P & C 6/2005

ATTACHMENT F

**Chatham County
Minority and Women Business Enterprise Program
M/WBE Participation Report**

Name of Bidder: _____

Name of Project: _____ **Bid No:** _____

M/WBE Firm	Type of Work	Contact Person/ Phone #	City, State	%	MBE or WBE

MBE Total _____ WBE Total _____% M/WBE Combined _____%

The undersigned should enter into a formal agreement with M/WBE Contractor identified herein for work listed in this schedule conditioned upon execution of contract with the Chatham County Board of Commissioners.

Signature _____ Print _____

Phone () _____

Fax () _____

ATTACHMENT G

***Systematic Alien Verification for Entitlements (SAVE)
Affidavit Verifying Status for Chatham County Benefit Application***

By executing this affidavit under oath, as an applicant for a Chatham County, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a Chatham County contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or non-immigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 20__

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

Attachment H

AFFIDAVIT REGARDING LOBBYING

Each Bidder/Proposer and all proposed team members and subcontractors must sign this affidavit and the Bidder /Proposer shall submit the affidavits with their proposal confirming that there has been no contact with public officials or management staff for the purpose of influencing award of the contract. Furthermore, each individual certifies that there will be no contact with any public official prior to contract award for the purpose of influencing contract award.

The undersigned further certifies that no team member or individual has been hired or placed on the team in order to influence award of the contract. All team members are performing a commercially useful function on the project.

Failure to provide signed affidavits from all team members with your response may be cause to consider your bid/proposal non-responsive.

BY: Authorized Officer or Agent

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

My Commission Expires:

My Commission expires:

Resident State: _____

LEGAL NOTICE

CC NO. 165875

Chatham County, Georgia seeking proposal from responsive and qualified firms that will provide services associated with **“CONCESSION, CUSTODIAL, AND SECURITY SERVICE PROVIDER AT THE TYBEE PIER AND PAVILION FOR CHATHAM COUNTY PUBLIC WORKS AND PARK SERVICES, RFP P14-0080-3”**

A PRE-PROPOSAL CONFERENCE: will be conducted at **10:00 A.M., JULY 22, 2014**, in the Purchasing and Contracting Suite C, 1117 Eisenhower Drive, Savannah, Georgia, 31406, to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be in attendance.

Proposals are due by 5:00 P.M., AUGUST 8, 2014 and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.

Specifications can be downloaded from the County’s website at <http://purchasing.chathamcounty.org> and are available in Chatham County Purchasing Office, at the address listed above. For additional information concerning specifications, please contact Ms. Victoria D. Godlock, CPPB, MPA, Procurement Specialist, at (912) 790-1624. Bidders are not to contact a department directly. All firms requesting to do business with Chatham County must also register on line at <http://purchasing.chathamcounty.org>.

CHATHAM COUNTY RESERVES THE RIGHT TO REJECT ANY/AND ALL BIDS AND TO WAIVE ALL FORMALITIES. “CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL BIDDERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS”.

MARGARET H. JOYNER, PURCHASING AGENT
CHATHAM COUNTY, GEORGIA

Savannah News- INSERT: 9 July 14