

INVITATION TO SUBMIT

P R O P O S A L

**REQUEST FOR PROPOSALS - RFP NO.: 16-0052-1**

**CONTRACT FOR MANAGEMENT AND OPERATION OF HENDERSON GOLF COURSE**

**PRE-PROPOSAL CONFERENCE: 2:00 PM, JUNE 30, 2016**

**PROPOSALS RECEIVED BY: 5:00 PM., JULY 14, 2016**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

ALBERT J. SCOTT, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER TONY CENTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER YUSUF K. SHABAZZ

COMMISSIONER LORI L. BRADY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

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 qualification proposal. It is the responsibility of the Proposer to read, complete and sign, where indicated, and return these documents with his/her qualification proposal. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.

X GENERAL INFORMATION

X PROPOSAL

X SCOPE OF SERVICES

X LEGAL NOTICE

X ATTACHMENTS: A. DRUG FREE WORKPLACE; B. NONDISCRIMINATION STATEMENT; C. DISCLOSURE OF RESPONSIBILITY STATEMENT; D. CONTRACTOR & SUBCONTRACTOR AFFIDAVIT AND AGREEMENT E. BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION; F. M/WBE COMPLIANCE REPORT; G. SAVE AFFIDAVIT; H. LOBBYING AFFIDAVIT.

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 bid.

BY: \_\_\_\_\_  
SIGNATURE:

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
COMPANY:

ACKNOWLEDGE RECIEPT OF ADDENDUM(S) \_\_\_\_\_

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 encouraged to report ownership status. A minority or woman owned business is defined as a business with 51% or greater minority or female ownership. Please check ownership status as applicable:

African-American \_\_\_\_\_ Asian American \_\_\_\_\_  
Native American or Alaskan Indian \_\_\_\_\_ Female

Hispanic

**CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING DIRECTOR  
1117 EISENHOWER DRIVE, SUITE C  
SAVANNAH, GEORGIA 31406 (912) 790-1626**

**DATE: June 17, 2016**

**RFP NO.: 16-0052-1**

**GENERAL INFORMATION FOR REQUEST FOR PROPOSALS**

This is an invitation to submit a proposal to supply Chatham County with services as indicated herein. Sealed proposals will be received at the Office of the Purchasing Director, **1117 EISENHOWER DRIVE, SUITE C, and SAVANNAH, GEORGIA** up to **5:00 PM, July 14, 2016**. The Purchasing Director reserves the right to reject any and all proposals and to waive formalities.

Instructions for preparation and submission of a qualification 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

A **pre-proposal conference** has been scheduled for **2:00 PM, June 30, 2016** and be conducted **at the Purchasing and Contracting Conference Room, 1117 Eisenhower Drive Suite C, Savannah, Georgia** to discuss the specifications and resolve any questions and/or misunderstanding that may arise. **You are encouraged to attend.**

Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, the Purchasing Director will issue a written addendum to document approved changes.

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.

**All firms** requesting to do business with Chatham County **must register** on-line at <http://purchasing.chathamcounty.org>. The County's Purchasing Division is interested in fostering participation by all qualified business persons offering commodities and services. For additional information please contact Purchasing and Contracting at 912-790-1620.

## SECTION I INSTRUCTIONS TO PROPOSERS

- 1.1 **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a proposal to provide Management and Operation Services for the Henderson Golf Course. 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:**

- A. Typewritten or completed with pen and ink, signed by the business owner or authorized representative, with all erasures or 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 PROPOSALS: All proposals shall be:**

- A. Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time for submission, and company name.
- B. Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Director on or before the time and date specified above.
- a. **Mailing Address: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia 31406.**
- b. **Hand Delivery: Purchasing Director, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**

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

- 1.4 **HOW TO SUBMIT AN OBJECTION:** Objections from Offerers to this Request for Proposals and/or these specifications should be brought to the attention of the County Purchasing Director in the following manner:

- A. When a pre-proposal conference is scheduled, the Proposer may object in writing any time prior to or at the pre-proposal conference.

- B. 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.
- C. 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 Proposer's 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 or 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, whom 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 statute, 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 connection with the awarded contract as more fully specified in the contract documents.

**1.10 DEBARRED FIRMS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers must notify the County immediately if they become disbarred at any time during the proposal process. 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 past five (5) years to include any staff utilized in the bid process or designated to

perform services as part of this contract. Any proposer/firm previously defaulting or terminating a contract with the County will not be 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 work for the Board, bidder shall not utilize any firms that have been a party to 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.

- 1.11 PERFORMANCE EVALUATION:** On April 11, 2008, the Chatham County Board of Commissioners approved a change to the County Purchasing Ordinance requiring Contractor/Consultant Performance Evaluations, as a minimum, annually, prior to contract anniversary date.

Should Contractor/Consultant performance be unsatisfactory, the appointed County Project Manager for the contract may prepare a Contractor/Consultant Complaint Form or a Performance Evaluation to the County Purchasing Director.

## **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 be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Director'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 OFFERS TO BE FIRM:** The Proposer warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of sixty (60) 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 a sixty day period.
- 2.4 COMPLETENESS:** All information required by the Request for Proposals must be completed and submitted to constitute a proper proposal.
- 2.5 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.

**2.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this Offer, the Proposer certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The 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;
- (2) 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
- (3) 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 of restricting competition.

**2.7 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.

**2.8 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Director for review and resolution. The Chatham County Purchasing Ordinance, Part 9 Vendor Disputes.

**2.9 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 nonresponsive or non-responsible whenever such Proposer cannot document the ability to deliver the requested service.

- 2.10 COUNTY TAX CERTIFICATE REQUIREMENT:** A current Chatham County or municipal business license (within the State of Georgia) is required unless otherwise specified. A firm need not have a Chatham County Business License 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.

**NOTE:** No contract shall be awarded unless all real and personal property taxes have been paid by the successful contractor and/or subcontractors as adopted by the Board of Commissioners on 8 April 1994.

- 2.11 INSURANCE PROVISIONS, GENERAL:** The selected CONTRACTOR shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Bid. It is every Contractor's responsibility to provide the County Purchasing and Contracting Division current and up-to-date Certificates of Insurance and Declaration Sheets for multiple year contracts before the end of each term. **Failure to do so may be cause for termination of contract.**

**2.11.1 General Information that shall appear on a Certificate of Insurance:**

- I. Name of the Producer (Contractor's insurance Broker/Agent).
- II. Companies affording coverage (there may be several).
- III. Name and Address of the Insured (this should be the Company or Parent of the firm Chatham County is contracting with).
- IV. Summary of all current insurance for the insured (includes effective dates of coverage).
- V. A brief description of the operations to be performed, the specific job to be performed, or contract number.
- VI. Certificate Holder (This is to always include Chatham County).

**Chatham County as an "Additional Insured":** Chatham County invokes the defense of "sovereign immunity." In order not to jeopardize the use of this defense, the County **is not** to be included as an "Additional Insured" on insurance contracts.

**2.11.2 Minimum Limits of Insurance to be maintained for the duration of the contract:**

- A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a Contractor or Tenant. This policy coverage includes: premises and operations, use of



independent contractors, products/completed operations, personal injury, contractual, broad form property damage, and underground, explosion and collapse hazards. Minimum limits: \$1,000,000 bodily injury and property damage per occurrence and annual aggregate.

- B. **Worker's Compensation and Employer's Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the Contractor while performing within the scope of their duties. Employer's Liability coverage is usually included in Worker's Compensation policies, and insures common law claims of injured employees made in lieu of or in addition to a Worker's Compensation claim. Minimum limits: \$500,000 for each accident, disease policy limit, each employee and Statutory Worker's Compensation limit.
- C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the Contractor's use of automobiles. Minimum limit: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be written on an "Any Auto" basis.
- D. 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 2.11 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.

Contractor is responsible for payment of all deductibles arising from any insurance claim

### **2.11.3 Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to the coincident with the date of any contract, and the Certificate of Insurance shall state the coverage is claims-made. The Retroactive date shall also be specifically stated on the Certificate of Insurance.
- B. **Extended Reporting Periods:** The Contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this request.

- D. **Cancellation:** Each insurance policy that applies to this request shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the County.
- E. **Proof of Insurance:** Chatham County shall be furnished with certificates of insurance and with original endorsements affecting coverage required by this request. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Contractor must ensure Certificate of Insurance are updated for the entire term of the County.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by the Chatham County Board of Commissioners.
- H. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims, and related investigation, claim administration and defense expenses.

**2.12 INDEMNIFICATION:** The PROPOSER 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 PROPOSER or its subproposers. The PROPOSER'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. PROPOSER 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 PROPOSER or his subcontractors or anyone directly or indirectly employed by any of them.

The PROPOSER'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 PROPOSER.

**2.13 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 hereof.

**2.14 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 Director 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.

**2.15 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 is issued by the Purchasing Director 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.

**2.16 PAYMENT TO CONTRACTORS:** 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 the 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 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.

**2.17 LICENSES, PERMITS, AND TAXES:** The price or prices for the service shall include full compensation for all fees that the proponent is or may be required to pay. Chatham County is Tax Exempt. A Tax Exemption Certificate will be provided by the Purchasing & Contracting Office upon request (912) 790-1623.

**2.18 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. Proposers may also provide demographic information regarding their employees to show their commitment to equal opportunity. 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.

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. 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 Coordinator, please contact Connell Heyward, at (912) 652-7860 or [cheyward@chathamcounty.org](mailto:cheyward@chathamcounty.org).

The undersigned proposer certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this Request for Proposals 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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

## REQUEST FOR PROPOSALS

### SECTION III GENERAL CONDITIONS

**DESCRIPTION AND OBJECTIVES:** Chatham County is seeking a qualified firm for management and operation of the Henderson Golf Course.

- 3.1 **METHODOLOGY:** The procurement described herein may be conducted in a two-step process.

**STEP 1 - 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 as to substance and content may be deemed non-responsive.

Fee proposals shall be submitted along with the proposal and will be evaluated and ranked accordingly. Fee proposal should be quoted in “all inclusive” dollars. The evaluation committee will make the selection of the firm which it believes is best qualified to provide the service, fee proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest fee proposal will not necessarily be the firm selected. The selection will be made of that firm which provided the best proposal. “Best” is defined as the best combination of qualitative factors and price proposal.

**STEP 2 – INTERVIEWS/PRESENTATION:** The evaluation committee **may** request an interview with each finalist firm. If interviews are conducted, they will be scored. It will be at the discretion of the evaluation committee on the number of firms that will interview/present.

- 3.2 **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at **2:00 PM, June 30, 2016, at the Purchasing and Contracting Conference Room, 1117 Eisenhower**

Drive Suite C, Savannah, Georgia. Representatives from Chatham County will be in attendance. Attendance assures that all competitors hear the same information, can ask questions and suggest constructive changes to the solicitation.

- 3.3 PROPOSAL DEADLINE:** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 PM, July 14, 2016**. Any proposal received after the time stipulated will be rejected and returned unopened to the proponent. It is emphasized that late proposals will be rejected.
- 3.4 WITHDRAWAL OF PROPOSAL:** Any proposal submitted before the deadline may be withdrawn by written request received by the County before the time fixed for receipt of proposals. Withdrawal of any proposal will not prejudice the right of a proponent to submit a new or amended proposal as long as Chatham County receives it by the deadline as provided herein.
- 3.5 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 (except for as provided by Georgia law for proprietary information). The details of the proposal documents will remain confidential until final award or rejection of proposals and/or protected under the restraints of law. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners. Proponent shall have no contact with any Department Representative or Evaluation Committee Member during and after the evaluation process. Any information contained in the proposal that is considered by the Proponent as “proprietary” to remain confidential shall be clearly identified and justified.
- 3.6 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. Negative campaigning through the mass media about the current service delivery is strictly prohibited. Such actions may cause your proposal to be rejected.
- 3.7 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposal. The format provided in this Section is required to facilitate evaluation. 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. Introduction/Cover Letter
- B. Qualifications and Experience
- C. Project Understanding/Methodology

- D. M/WBE Participation
- E. Fee Proposal - Submit using Fee Proposal Form
- F. References
- G. Other Relevant Facts/Information
- H. Attachments

Each proposal must be submitted in one (1) original and six (6) copies bound to:

Peggy Joyner, Purchasing Director  
Chatham County Purchasing Department  
1117 Eisenhower Drive - Suite C  
Savannah, GA 31406  
(912) 790-1626

- 3.8 **COMPENSATION:** The County will consider various proposals for compensation. The County desires turnkey management and operation of the golf course. The County also desires that the operator make all capital improvements and provide all equipment and related maintenance as well as all building improvements and maintenance.
- 3.9 **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.
- 3.10 **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.
- 3.11 **INQUIRIES:** Direct any questions related to this RFP to Peggy Joyner, Purchasing Director, 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 week prior to due date.* All questions shall be delivered by hand or e-mail as follows:

Chatham County Purchasing and Contracting Division  
Attn: Peggy Joyner, Purchasing Director  
1117 Eisenhower Drive, Suite C  
Savannah, GA 31406  
(912) 790-1627 (FAX)  
[pjoyner@chathamcounty.org](mailto:pjoyner@chathamcounty.org)

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

- 3.12 **METHOD OF SOURCE SELECTION:** Chatham County is using the Competitive Sealed Proposal method of source selection, as authorized by Part 5 of the Chatham County Purchasing Ordinance.

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). The County will not use any other factors or criteria in the evaluation of the proposals received.

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

The COMPANY will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, place of birth, physical handicap, or marital status.

#### 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, proposed improvements and monetary considerations 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.* Further evaluation may include interviews with any or all proposers at the County's discretion.
- 4.4 **CONTRACT TERM:** The initial term of the contract will be for 5 years subject to all terms and conditions being met, with a renewal option for an additional five years if all parties so agree.
- 4.5 **PROPOSALS MUST BE RESPONSIVE TO:**



**4.5.1 INTRODUCTION/COVER LETTER (SECTION A):** You should provide no more than a two (2) page letter of introduction. The letter should highlight or summarize whatever information you deem appropriate as a cover letter, as a minimum, this section should include the name, address, telephone number and e-mail address of one (1) contact to whom any correspondence should be directed. This section should include a clear statement of the Proposer's understanding of this RFP and the contract requirements, and how the Proposer intends to meet the RFP requirements.

**4.5.2 QUALIFICATIONS AND EXPERIENCE - TOTAL POSSIBLE POINTS: 30 (SECTION B):**

- A. The name, title, address, and telephone number of the person (s) who will be assigned to perform service under the proposal.
- B. Resumes/credentials of the person(s)/staff who will perform the services required and state how long they have been with your firm. For each key staff person that will participate in the program, attach a resume. Highlight key and relevant experience. Credentials may be subject to verification. Provide any criminal convictions for these key staff members in the past 5 years. (See 1.12)
- C. Adequate information to describe the scope of the offeror's previous experience in management and operation of a golf course. Include the name(s) and qualifications of the personnel that provide this service.
- D. List of current or former clients with requirements similar in scope and content to the proposed contract, a contact and current telephone number at each client location. Chatham County reserves the right to verify the information furnished.
- E. State if your firm has operated under a different name within the past 10 years and provide that name that your firm previously operated under.
- F. Provide complete details of any contract for which your firm has been terminated and/or where your contract was not renewed during the last five (5) years.

**4.5.3 PROJECT UNDERSTANDING AND METHODOLOGY - TOTAL POSSIBLE POINTS: 30 (SECTION C):** Discuss the approach to rendering the required services. A detailed narrative statement to demonstrate the offerors' understanding of the Scope of Work described below. The statement shall include but not necessarily be limited to the offerors' proposed capital improvements,

marketing of the golf course, and methodology to increase golf course revenues. Proposal shall address each section in the scope of services and outline how the propose plans to meet the requirements. Proposer shall list any expectations regarding the County's responsibilities and contributions under the contract, any limitations in delivering all the required services, any potential problem areas that might impede the successful implementation of the contract, and any other information not specifically required elsewhere in this RFP but considered pertinent by the offeror. State additional information regarding your services that distinguishes your firm from your competition.

**4.5.4 MWBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D):**

Commitment in the level of MWBE firms, subcontractors, consultants and employees. Approach to meeting and exceeding the MWBE requirements. History of Minority-owned, Women-owned business utilization.

**4.5.5 COMPENSATION AND PROPOSED COMMITMENT TO CAPITAL IMPROVEMENTS PROPOSAL - TOTAL POSSIBLE POINTS: 20 (SECTION E):**

Please provide detail of monetary considerations including any proposed lease payments to the County, detailed plan of proposed capital improvements, and detail of proposed equipment to be provided. A performance and payment bond will be required in the amount of the proposed capital improvements.

**4.5.6 REFERENCES – TOTAL POSSIBLE POINTS: 5 (SECTION F):**

Please provide at least five (5) current or past similar clients for whom you provided management and operation of a golf course. Please provide the client's name, address, phone number and the name of a contact person

**4.5.7 INTERVIEWS/PRESENTATIONS (IF REQUIRED) – TOTAL POSSIBLE POINTS: 30**

**4.6 CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice of award.

**4.7 ASSIGNMENT:** The PROPOSER shall not assign or transfer any interest of the contract without prior written consent of the County.

**4.8 DISCRETION:** The County shall have sole discretion in evaluating both the responses and qualifications of the respondents. **Please note that the evaluation committee will recommend the firm with the highest score after all steps are complete, but it is the Board of Commissioners which, after consideration of staff's recommendation, makes the final contract award decision.**

## SECTION V

### Scope of Services Henderson Golf Course

**5.0 General Scope of Services:**

Chatham County is soliciting proposals for management of Henderson Golf Course. The property is located at 1 Al Henderson Blvd. The course is a traditional 18 hole course with clubhouse, maintenance barn and cart barn. The clubhouse has a full kitchen with dining area. The clubhouse also has 2 offices and a pro shop.

**5.1 Mission Statement:**

The mission of the Henderson Golf Course is to serve the public by offering a municipal golf course that offers affordable rates for the public.

**5.2 Goals:**

Chatham County strives to provide a quality golf course for the general public.

With the property adjacent to apartment complexes and residential neighborhoods, it is important to ensure that the course is well maintained and is available to the general public for play. Chatham County will work to keep open communication between the Management group and the Henderson Golf Homeowners Association.

**5.3 Annual Fees:**

Proposal must agree to honor all memberships paid prior to the takeover date.

**5.4 Fees and Charges:**

All prices charged but not limited to green fees, driving range fees, merchandise sale prices, cart rentals, and food and beverage sales will be posted on the premises at those locations where such fees are normally paid. Green fees and cart fees shall not exceed those set forth in the attached Exhibit A. The proposer may apply for a fee adjustment in writing by November 1 to the County Project Manager. In any event, fees shall not exceed the amount charged at the following public play golf courses or their successors within the market: Bacon Park Golf Course, Crosswinds Golf Course, Sterling Links, Wilmington Island Golf Club and Southbridge Golf Club.

**5.6 Description of the Course:**

Henderson Golf Course is an 18 hole course with clubhouse, driving range and full kitchen with dining room. The address is 1 Al Henderson Blvd.

**5.7 Hours of Operation:**

The course shall be staffed seven days per week from dawn to dusk unless otherwise specified for holidays.

**5.8 Operators Employees:**

The management company will provide a full time staff member to oversee the operations of the golf course on a daily basis. Additionally the management company will hire an experienced greens keeper to oversee turf management and the proper care of the course. Additional staff will include golf pro, pro shop employee, staff for daily cart rental, and other staff as proposed by the management company. Provide a staffing plan as part of your response.

**5.9 Course Operations:**

Operators shall observe and comply with all of the County's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the County's golf course by juniors, high school, and college students and seniors, and starter services. Operator shall not change any of said policies nor institute new policies without first obtaining the written consent of the County.

**5.10 Pro Shop:**

The Operator shall display and maintain a professional shop inventory comparable to other 18-hole golf courses of golfing equipment and apparel which shall be offered for sale to the public and, in particular, to patrons of the golf courses at prices reasonable and comparable to prices being paid for equipment, supplies, and apparel in other golf courses in this locality.

The Operator agrees to refrain from the sale or rental of any item identified as prohibited by the County and to sell or rent only those categories of merchandise and equipment recommended by the County. The Operator agrees to maintain an adequate supply of any merchandise which is deemed necessary to accommodate golf patrons. The Operator will ensure that all merchandise and services offered to the public are of acceptable quality and are safe and clean.

**5.11 Food and Beverage:**

The services outlined shall be offered to the public at all times that a reasonable demand for such services exist. Some of these hours will vary according to the seasons, but must be available when the demands for such services exist.

**5.12 Menus:**

Menus and menu prices shall be reviewed and approved annually by the County. The facility is equipped with a full kitchen.

**5.13 Greens Fee and Related Charges:**

All prices charged including, but not limited to, green fees, driving range fees, merchandise, cart rentals and food and beverage sales will be posted on the premises at those locations where such fees are normally paid. Current rates are shown in Exhibit A.

**5.14 Proposed Fees:**

Proposal should state the proposed green fees, cart fees, and all other charges for the 10 year period. A rate schedule for non-residents maybe included.

**5.15 Inspections/Review Procedures:**

For the purpose of inspections, the County reserves the right to enter upon any part of the premises at any time during the period that part of the golf course is not open.

**5.16 Utilities:**

Operators shall pay before delinquency all charges for utilities, including electricity, gas, heating, cooling, refuse, water/sewer and telephone.

**5.17 Maintenance and Repairs:**

The Operator will maintain the below ground level water and sewer lines to the point of services as provided by the utility during the term of this agreement.

**5.18** The Operator shall, to the satisfaction of the County, provide normal and routine daily maintenance of the courses and facilities, designed to keep the premises and equipment in a good state of repair, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with the first-class tourist attractions and Municipal Golf Course operation.

The County may retain a golf course consultant to evaluate the course. Course deficiencies will be reported in writing to the Operator. Operator will respond within 15 days and must take action to correct the deficiencies within 10 days of the response of the County may take actions to correct the deficiencies at the Operator's expense.

**5.19 Trash, Rubbish, and Garbage Removal:**

The Operator shall provide at his expense, all garbage, trash and rubbish receptacles within the confines of his area, and shall provide a sufficient number of these receptacles for his own use and for use of the public. Dumping of receptacles and removal of trash, rubbish, and garbage shall be the responsibility of the Operator.

**5.20 Equipment:**

The Operator must provide, install, and maintain at its own cost and expense, all equipment required to operate the golf course. Provide a list of proposed equipment with your response.

**5.21 Facilities:**

Operator acknowledges it is receiving management control of the premises and personal property in their current "as is" condition. Operator assumes sole responsibility for maintenance and repair of all buildings and other improvements on the premises and the Operator will maintain the premises in good order and in sanitary and safe condition.

**5.22 Golf Cart Rentals:**

The facility does not own the existing golf carts. The proposer will have to provide golf carts. Operator shall furnish the type and model golf cart to be used on the golf course. The County reserves the right to judge the adequacy of a particular type of cart.

**5.23 Service Time:**

The services shall be offered to the public at all times that a reasonable demand for such services, exist, at least between sunrise and sunset.

**5.24 Areas of Service:**

A list of charges to be made for all rental service by the Operator shall be prominently displayed. Personnel must be available to rent carts during the same time period the course is considered to be in operation. The operator shall be responsible to the County for satisfactory and courteous operation.

**5.25 Cart Usage Regulations:**

Carts will not be permitted to operate on the golf course at such times the Operator decides that the golf cart traffic might be injurious to the playing surfaces.

Carts shall not be permitted on tees, greens, mounds, or other posted areas. Notice to this effect must be posted in all carts; this is the responsibility of the Operator. Carts will not be used outside the premises of the golf course.

**5.26 Cart Storage:**

Storage of carts shall be accommodated in the designated inside cart barn.

**5.27 Golf Cart Maintenance:**

The carts shall, at all times, be maintained in top operating condition and appearance. Each golf cart shall undergo a major overhaul, yearly, which shall include painting, reworking upholstery and replacement of those parts necessary to insure proper operation, including batteries if electric carts are used.

**5.28 Capital Improvement:**

During the term of this Agreement, the Operator will finance and construct capital improvements as proposed by the operator and agreed upon as part of the management agreement. In planning and making capital improvements, the operator will seek to attain standards comparable to those achieved at other public municipal golf courses.

**5.29 Ownership of Capital Improvements:**

All capital improvements, alterations or additions shall be made at the Operator's sole expense and shall become the property of the County upon termination of his Agreement. The Operator will provide the County with as-built plans for any structural capital improvements or for any underground irrigation system that may be installed.

**5.30 Liens:**

The Operator shall not have the right to create or permit the creation of any lien attaching to interest in the premises as a result of any construction of capital improvements, alterations or additions.

**5.31 Course Closure:**

In implementing the capital improvements program, the Operator will make every effort to avoid closing portions of the golf course and the Operator agrees it will keep at least 9 holes open for play at all times. Closure of the course for the purpose of performing capital improvements or for any other purpose will require the County's advance written approval, except in those instances when unanticipated emergency improvements must be made immediately in order to protect life or property or if such closure should result for acts of force majeure.

**5.32 Capital Improvements Plan:**

The County expects the proposer to make capital improvements on a scheduled basis to improve course conditions, safety, speed of play and aesthetics. All capital improvement designs shall be subject to prior approval by the County and shall be subject to County standards and specifications. Proposer is to provide a 10 year capital improvement plan for the course as part of their proposal response. For evaluation purposes ensure that the proposed addresses the following items in detail:

- (a) Contractor and County involvement in capital projects concerning funding and project decisions.
- (b) Amount or percent of revenue to be used for capital improvements and method of handling capital funds.
- (c) Definition of capital improvements including minimum dollar figure and life expectancy for improvements.
- (d) Method of constructing and financing capital improvements.

**5.33 Plan Approval:**

No later than forty-five (45) days prior to the expiration of each Agreement Year, the Operator will submit to the County an annual program, with estimated worth stated, identifying that portion or portions of the with year capital improvements plan which the Operator proposes to implement during the next succeeding Agreement Year. The County shall have thirty (30) days in which to reject the Operator's proposed annual implementation program. If the County does not reject the Operator's proposed annual implementation program within thirty (30) days, the Operator's annual implementation program shall be deemed approved.

**5.34 Alteration of Premises:**

No alteration or additions shall be made to the premises, or any part thereof, without first having obtained the written consent of the County of its authorized representative. Authorized alterations or additions shall be made at the Operator's expense and shall become the property of the County at the termination of the Management Agreement.

**5.35 Services and Marketing:**

The proposer shall provide as part of their response a detailed overview of the service operation and promotions contractor proposes to furnish as the contractor. Specifically, the proposer must address:

- (a) How to market the facility.
- (b) How to gain support of citizen groups, clubs, and organizations involved in the use of this golf facility.
- (c) Describe new ideas contractor will use to improve gross revenues.
- (d) Programs for youth including college students.



**Section VI**  
**Golf Course Maintenance**  
**Greens, Practice Putting Greens and Nurseries**

- 6.0 Mowing:** Daily except during cold periods then five to six times per week. Mowing height 3/16" to 5/16".
- 6.1 Cup Locations:** Change cup locations on all greens and practice putting greens at least five times weekly during the active season and at least three times weekly in the off-season.
- 6.2 Repair:** Repair ball marks, divots, or any other damaged turf on all greens and practice greens at least three times per week.
- 6.3 Aerification:** Aerify all greens, practice putting greens and nurseries three times per year during the growing season.
- 6.4 Topdressing:** Topdress all greens, practice greens, and nurseries after aerification and additionally as needed to maintain a smooth putting surface. Topdressing material will be sand or a mix similar to that used to construct the greens.
- 6.5 Over-seeding:** Greens are to be over-seeded during the cooler months. Greens are to be verticut regularly during the growing season.
- 6.6 Fertilizing:** Greens are to be fertilized two to three times per month with one application of complete fertilizer, one application of slow release nitrogen source and one application of quick release nitrogen source, or a combination of these materials with total nitrogen of 2 ½ to 3lbs. nitrogen per month, per 1000 square feet.
- 6.7 Soil Samples:** Taken on a bi-annual basis on all greens, tees and fairways. Greens are treated with appropriate turf protectants, i.e., fungicides, insecticides, and herbicides.
- 6.8 Weed Control:** All greens, practice greens and nurseries shall be maintained free of foreign grasses and weeds.
- 6.9 Insecticide:** All greens, practice greens and nurseries shall be treated on a preventative and/or curative basis as necessary.
- 6.10 Drainage:** Maintain positive drainage of fairways and bunkers.
- 6.11 Tees-All Areas Used for Tees Surface:**
- 6.11.1 Mowing:** All tees shall be mowed at a height of ½".

**6.11.2 Set-up:** Tee markers and all tee equipment shall be moved daily for proper teeing and wearing of turf. Ball washers are serviced daily.

**6.11.3 Weed Control:** Tees shall be kept free to an extent of a least 90% of the area by the proper application of herbicides.

**6.11.4 Aerification:** All tees shall be aerified three times per year.

**6.11.5 Fertilization:** All fairways shall be fertilized a minimum of four times a year with each application being a 4-1-2 ratio applied at one pound nitrogen per 1000 square feet.

**6.12 Fairways-All Areas of Play Except Greens, Tees, and Natural Growth Areas:**

**6.12.1 Mowing:** All fairways shall be maintained at a height of  $\frac{1}{2}$ " to  $\frac{3}{4}$ " during the growing season.

**6.12.2 Aerification:** All fairways shall be aerified a minimum of three times per year.

**6.12.3 Fertilization:** All fairways shall be fertilized a minimum of four times a year with each application being a 4-1-2 ratio applied at one pound nitrogen per 1000 square feet.

**6.12.4 Over-seeding:** All fairways may be over-seeded with rye grass during the cooler months.

**6.12.5 Weed Control:** Fairways shall be kept weed free to an extent of at least 90% of the area by the proper application of herbicides.

**6.13 Planters-All Areas Planted with Ornamental Plants, Not Intended for Golf Play and Having a Definable Border:**

**6.13.1 Clean Up-** All planters shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, and leaves.

**6.13.2 Weed Control:** All planters shall be maintained free of weeds or grass whether by mechanical or chemical means.

**6.13.3 Trimming:** The plant material (trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and for appearance.

**6.14 Trees- All trees Within the Property Lines of the Golf Course:**

- 6.14.1 Stake:** All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.
- 6.14.2 Pruning:** All trees shall be pruned for protection from wind and pest as well as for appearance.
- 6.14.3 Irrigation:** All trees shall be watered as necessary to provide adequate moisture for proper growth.
- 6.14.4 Mowing:** Large area mowers shall not be used within one foot of the trunk.
- 6.14.5 Removal and Replacement:** All damaged trees, for whatever cause, shall be removed and replaced within thirty days. Replacement will be with the same type tree as was damaged.
- 6.15 Swale Areas:** The Operator shall be responsible for weekly mowing of the swale areas to the curb or travel way.
- 6.16 Irrigation:** Operator to furnish and maintain equipment required to irrigate all areas of the Golf Course: Repair or replace all heads, valve controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.
- The golf course shall be irrigated as necessary to support proper growth of the golf turf.
- 6.17 Fences:** All Fence Block or Chain Link, on or Within the Boundaries of the Golf Course: Repair all broken or damaged fencing on a monthly basis. Repair or replace all fences, gates and locking devices needed for the protection of the golf course or equipment immediately.
- 6.18 Variances:** Variances from maintenance standards are subject to approval by County.
- 6.19 Lagoon Maintenance:** All lagoons that are located facing the fairways and greens are considered under the care of the management company and will be sprayed and maintained free of weeds by the management company.

**SECTION VII  
EVALUATION AND AWARD  
SAVANNAH-CHATHAM COUNTY MENTAL HEALTH COURT SERVICES**

**7.1 EVALUATION:** Each response to this RFP shall be subject to the same review and assessment process. Proposals will be evaluated and ranked on the basis of points awarded by a technical review panel. A description of the factors which will be analyzed, and the relative weight accorded each factor follows.

**STEP 1: PROPOSAL SUBMITTAL (*TOTAL POSSIBLE POINTS: 100*).**

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<i>Qualifications and Experience</i>	30
<i>Project Understand and Methodology</i>	30
<i>M/WBE Participation</i>	15
<i>Monetary Proposal</i>	20
<i>References</i>	5

**STEP 2-        INTERVIEWS/PRESENTATIONS-    IF REQUIRED        (*TOTAL POSSIBLE POINTS: 30*)**

**6.2        CONTRACT AWARD:**

6.2.1 Successful Proponent will be asked to submit his/her firms' contractual issues for consideration in the Chatham County contract. Proposals will become part of the contract.

6.2.2 No work shall be performed under the contract until a contract has been fully executed by both parties. A notice to proceed will be issued by Chatham County.

**REQUEST FOR PROPOSAL RFP NO. 16-0052-1 MANAGEMENT AND OPERATION  
OF HENDERSON GOLF COURSE FOR CHATHAM COUNTY, GEORGIA**

**PROPOSAL FORM**

I have read and understand the requirements of this proposal, RFP #16-0052-1, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc.

The proposer agrees to pay to the County annual rent as follows:

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____

The proposer agrees that the dollar amounts for capital improvements will not be less than:

Year 1	\$ _____
Year 2	\$ _____
Year 3	\$ _____
Year 4	\$ _____
Year 5	\$ _____
Year 6	\$ _____
Year 7	\$ _____
Year 8	\$ _____
Year 9	\$ _____
Year 10	\$ _____

In addition, the proposer must provide as an attachment all documentation requested throughout the RFP, including staffing plan, equipment plan

FIRM NAME: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

## Exhibit A

### **Week day Rates                      18 holes                      Twilight (after 1 PM)**

Local Daily	\$33	\$28
Local Daily Walking	\$24	\$20
Senior	\$29	\$24
Gulfstream, Military		
GPA, Police/Fire, Savannah Airport		
Select Walking	\$20	\$17
Junior (age 16-17)	\$22	\$19
(Riding)		
Junior (11-17)	\$18	\$15
Replay	\$14	\$NA

### **Weekend**

Local Daily	\$39	\$33
Local Daily Walking	NA	NA
Senior, Gulfstream	\$35	\$30
Military, Police/Fire		
Savannah Airport		
Select Walking	NA	NA
Junior (11-17)	\$26	\$22
Riding		
Junior (11-17)	\$23	19
Walking		

### **Driving Range**

Small Bucket	\$4
Medium Bucket	\$8
Large Bucket	\$13

**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. THE UNDERSIGNED FURTHER CERTIFIES THAT:

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:

\_\_\_\_\_ (SERVICE PROVIDER) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **MANAGEMENT AND OPERATION OF HENDERSON GOLF COURSE** (PROJECT) 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, 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 Presence, 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 for **MANAGEMENT AND OPERATION OF HENDERSON  
GOLF COURSE** hereby consent, covenant and agree as follows:

- (1) 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 and 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 nondiscrimination 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 contract or 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.  

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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:

DPC Form #45

**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. § 13-1091, 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. 13-1091, 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: \_\_\_\_\_

**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 voluntarily excluded from participation in this transaction by any Federal department or agency, State of Georgia, City of Savannah, Board of Education of 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.

**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

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

**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 ( ) \_\_\_\_\_

F-1

***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:

G-1



**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. 166507

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on JULY 14, 2016** in Chatham County Purchasing and Contracting Department, **1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. RFP NO. 16-0052-1 MANAGEMENT AND OPERATION OF HENDERSON GOLF COURSE.**

**A PRE-PROPOSAL CONFERENCE** will be held at **2:00 PM ON JUNE 30, 2016 AT THE PURCHASING AND CONTRACTING CONFERENCE ROOM 117 EISENHOWER DRIVE, SAVANNAH, GEORGIA 31406.** You are encouraged to attend.

Invitation to Submit Proposal Packages are available at 1117 Eisenhower Drive, Suite C, Savannah, Georgia, and on the Chatham County Purchasing Web Site <http://purchasing.chathamcounty.org> . 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 OR ALL PROPOSALS AND TO WAIVE ALL FORMALITIES. ONLY THOSE FIRMS RESPONDING TO THE RFP WILL BE ALLOWED TO PARTICIPATE IN THE PROJECT.

"CHATHAM COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, M/F/H, ALL PROPOSERS ARE TO BE EQUAL OPPORTUNITY EMPLOYERS"

  
MARGARET H. JOYNER, PURCHASING DIRECTOR

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SAVANNAH N/P INSERT: June 20, 2016