

PROPOSAL

REQUEST FOR PROPOSALS - RFP NO.: 21-0001-5

**ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY
SERVICES AT THE TYBEE PIER AND PAVILION**

PROPOSALS RECEIVED BY: 5:00 P.M., FEBRUARY 18, 2021

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

CHESTER A. ELLIS, CHAIRMAN

COMMISSIONER HELEN L. STONE

COMMISSIONER TANYA MILTON

COMMISSIONER LARRY RIVERS

COMMISSIONER AARON R. WHITELY

COMMISSIONER BOBBY LOCKETT

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PATRICK K. FARRELL

COMMISSIONER KENNETH A. ADAMS

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: _____ **DATE:** _____
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** _____ **Hispanic** _____

Native American or Alaskan Indian _____ **Female** _____

**CHATHAM COUNTY, GEORGIA
OFFICE OF THE PURCHASING DIRECTOR
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GEORGIA 31406
(912) 790-1619**

DATE: January 21, 2021

RFP NO.: 21-0001-5

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 P.M., FEBRUARY 18, 2021.** 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

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 qualification 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:

- 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 Offerors 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 **LOCAL PREFERENCE:** The Contractor agrees to follow the local preference guidelines as specified in the contract documents, which state "The CONTRACTOR hereby agrees, as part of the consideration to Chatham County for making this Contract, that the CONTRACTOR in the carrying out of this contract will give the citizens of Chatham County preference for employment to perform all labor required by this contract; that the rate of wages to be paid shall not be less than legally required; and that in the purchase of materials to be used in the Work of the Project, preference shall be given to sources from within Chatham County to the maximum extent possible. The CONTRACTOR will cause the forgoing provisions to be inserted in all subcontracts so that provisions will be binding upon each subcontractor."
- 1.11 **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. It is the proposer's responsibility to inform the County if placed on the Federal or State of Georgia Excluded Parties Listing at any time during the proposal process and subsequent 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 past five (5) years. 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.

- 1.12 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 shall govern the review and resolution of all protests.

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 unresponsive or irresponsible 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.

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 sub proposers. 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) 790-1618.
- 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) 652-7828 or 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

GENERAL CONDITIONS SECTION III

- 3.1 **DESCRIPTION AND OBJECTIVES:** Chatham County Board of Commissioners is soliciting proposals from a qualified vendor to provide concessionaire, custodial and security services for the Tybee Island Pier. The County presents this “Request for Proposals” to describe its needs and those criteria which will be used to determine selection of services.
- 3.2 **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 returned without consideration. A shortlist of qualified firms will be developed and ranked.

Pricing proposals shall be submitted along with the proposal and will be evaluated and ranked accordingly. Pricing 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, pricing proposal and other qualitative factors considered. It is emphasized that the firm which offers the lowest pricing 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/DEMOS: 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/demo.

- 3.3 **PRE-PROPOSAL CONFERENCE:** There will be no pre-proposal conference.
- 3.4 **PROPOSAL DEADLINE:** The response to this ‘Request for Proposal’ must be received by the Purchasing Division no later than **5:00 P.M., February 18, 2021.** 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

For good and sufficient reason, up to 24 hours before the advertised deadline, the County may extend the response schedule. An addendum will be issued setting forth the new date and time.

- 3.5 **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.
- 3.6 **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 (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.

3.7 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. Such actions may cause your proposal to be rejected.

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. Introduction/Cover Letter
- B. Experience in Similar Projects
- C. List of Concessions, etc. with prices to be charged to the public
- D. M/WBE Participation
- E. Revenue/Fee Proposals - Submit using Fee Proposal Form
- F. References
- G. Other Relevant Facts/Information
- H. Attachments

Each proposal must be submitted in one (1) original and four (4) copies and one (1) electronic version (disc or thumb drive) to:

Ms. Jean Fleming, Procurement Specialist
Chatham County Purchasing Department
1117 Eisenhower Drive - Suite C
Savannah, GA 31406
(912) 790-1619

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 their 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. Jean Fleming, Procurement Specialist, and submit all questions in writing. Include the RFP number, page, and paragraph number as a reference to each question. If you choose to mail your questions, do not place the RFP number on the outside of the envelope. *DEADLINE FOR ALL QUESTIONS IS one week prior to due date.* All questions shall be delivered by hand, mail, fax or e-mailed as follows:

Chatham County Purchasing and Contracting Division
Attn: Jean Fleming, Procurement Specialist
1117 Eisenhower Drive, Suite C
Savannah, GA 31406
(912) 790-1627 (FAX)
ajfleming@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 Part 3 of the Chatham County Purchasing Ordinance 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). The County 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 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, 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.* Further evaluation may include an oral presentation/demo which will be scheduled after receipt of the written proposal and approval of the shortlist.

4.4 CONTRACT: The successful respondent will be expected to execute a contract within 30 days of notice of award. Upon award of the contract, the proponent shall be bound to deliver services on the terms and conditions of this document and any negotiations which may occur. As well, the County shall be bound on the said terms and conditions to procure the services described and remit payment to the proponent when services are completed and accepted. 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.

4.5 PROPOSALS MUST BE RESPONSIVE TO:

4.5.1 INTRODUCTION/COVER LETTER (SECTION A): You should provide no more than a 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 FAX number 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 EXPERIENCE IN SIMILAR PRODUCTS - TOTAL POSSIBLE POINTS: 25 (SECTION B):

A. Proposer shall specify how long the firm has been in business and its expertise in and experience with providing these services.

4.5.3 LIST OF CONCESSIONS, ETC., WITH PRICES TO BE CHARGED TO THE PUBLIC - TOTAL POSSIBLE POINTS: 25 (SECTION C):

A. Provide a detailed listing of the products to be offered and the prices that will be charged for each item.

4.5.4 M/WBE PARTICIPATION - TOTAL POSSIBLE POINTS: 15 (SECTION D):

Commitment in the level of local M/WBE firms, subcontractors, consultants and employees.

4.5.5. REVENUE/FEE PROPOSAL - TOTAL POSSIBLE POINTS: 30 (SECTION E):

Successful contractor will pay the County a fixed monthly rate. Chatham County recognizes that revenue may vary according to the season. The fixed monthly rate may vary, however, the contract award will be based on the total offer.

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

Please provide at least three (3) references with similar projects. Please provide the client's name, address, phone number and the name of a contact person. Chatham County reserves the right to contact any known former clients about your performance.

4.5.7 OTHER RELEVANT FACTS/INFORMATION: In this section please note any facts or information that are deemed relevant.

4.5.8 ATTACHMENTS: In this section you will include all attachments located in this Request for Proposal with all necessary signatures.

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

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

**SECTION V
SCOPE OF SERVICES**

**ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY SERVICES
AT THE TYBEE PIER AND PAVILION**

5.0 PURPOSE:

The purpose of the request for proposal is to find a qualified vendor(s) to provide concessionaire, custodial and security services for various Chatham County Parks and Recreation locations. For additional information concerning these specifications, please contact *ONLY* Ms. Jean Fleming, Procurement Specialist, at ajfleming@chathamcounty.org. Proposers are not to contact any County Department directly. Detailed specifications are as follows:

5.1 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.

5.2 CONCESSIONAIRE SERVICE REQUIREMENTS:

- 5.2.1 The concession items that may be offered by the successful vendor may include but are not limited to the following:
- a. Snacks, beer, wine and alcohol
 - b. Tobacco Products, sun glasses and sunscreen
 - c. Dead bait (shrimp and crab bait)
 - d. Fishing tackle (floats, hooks, lures, etc.)
 - e. Recreational gear (coolers, batteries, insect repellent, etc.)
 - f. 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.

- 5.2.2 Contractor will courteously provide service and merchandise to all customers.
- 5.2.3 Contractor will be responsible for supplying any necessary equipment required for the safe storage and serving of food and beverages.
- 5.2.4 Contractor will maintain the concession area and all equipment in a clean, operable and safe condition.

- 5.2.5 Contractor will be responsible for providing personnel to meet required operational hours. Operating hours will be determined in conjunction with the Project Manager.
- 5.2.6 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. Contractor shall be required to furnish any necessary related appliances.
- 5.2.7 Proposer will acknowledge that the type of services proposed cannot be deviated from without prior approval by Chatham County.
- 5.2.8 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
- 5.2.9 Successful Contractor will be responsible for providing all locks for storage areas. Storage of supplies cannot be in the electrical room.
- 5.2.10 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.*
- 5.2.11 No open flames of any type will be allowed such as; candles, lanterns, cooking, or as a light source.

5.3 ALCOHOL AND BEER SALES REQUIREMENTS:

- 5.3.1 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.
- 5.3.2 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.*

5.4 DAILY CUSTODIAL AND GROUND MAINTENANCE REQUIREMENTS:

- 5.4.1 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.
- 5.4.2 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.
- 5.4.3 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.
- 5.4.4 **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.
- 5.4.5 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. Trash will be taken to the compactor on Lovell Avenue.
- 5.4.6 Contractor will sweep and maintain pavilion during the daily hours of operation (as required).
- 5.4.7 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 the successful Contractor.
- 5.4.8 Contractor will pressure wash pier and pavilion once a month. Contractor will be

- required to furnish all pressure washing equipment.
- 5.4.9 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).
- 5.4.10 Contractor will cut and prune shrubs located down stairs on grounds area (minimum of once every two weeks).
- 5.4.11 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.
- 5.4.12 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.
- 5.4.13 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.

5.5 DAILY SECURITY REQUIREMENTS:

- 5.5.1 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”.
- 5.5.2 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.
- 5.5.3 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.

- 5.5.4 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.
- 5.5.5 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.
- 5.5.6 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.
- 5.5.7 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.
- 5.5.8 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.**
- 5.5.9 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" 24/7 for emergency situations to investigate such as vandalism, theft, teen drinking, fighting, use of illegal drugs, etc., and will immediately notify Police when warranted.
- 5.5.10 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.
- 5.5.11 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.
- 5.5.12 Security personnel must be in compliance with all applicable State regulations and must be bonded by the Contractor.

5.5.13 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.

5.6 PAVILION RENTAL/SPECIAL EVENTS:

- 5.6.1 **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.
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 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.
- 5.6.5 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.
- 5.6.6 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.
- 5.6.7 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.
- 5.6.8 Contractor must be available to coordinate with the City of Tybee for special events. Contractor must coordinate with different civic groups that offer fireworks display on the pier. Fireworks are done on Memorial Day, Independence Day, Labor Day and New Year’s Eve.

5.7 PAYMENT OF UTILITIES:

- 5.7.1 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.

5.8 EXCLUSIVITY OF CONTRACT:

- 5.8.1 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.**
- 5.8.2 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.
- 5.8.3 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.

5.9 INSURANCE REQUIREMENTS:

- 5.9.1 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.
- 5.9.2 Contractor is responsible for payment of all deductibles arising from any insurance claim(s).
- 5.9.3 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.

5.10 REVENUE PAYMENTS:

5.10.1 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 Parks and Recreation
Attn: Steve Proper, Director, Parks and Recreation
P. O. Box 8161
Savannah, GA 31406
(912) 652-6780 (Phone)
(912) 652-6792 (Fax)

****Note: Late payments will not be tolerated. If 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.***

5.10.2 **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.**

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

TITLE

COMPANY

ADDRESS

PHONE NUMBER

EMAIL

ITEMS TO BE SOLD

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

A. SOFT DRINKS/BEER/WINE/ALCOHOL:

Location:	Brand Name:	Packaging/Serving Size:	Retail Price:

B. FOODS (PREPACKAGED SANDWICHES, ETC.):

Location:	Brand Name:	Packaging/Serving Size:	Retail Price:

**SECTION IV
ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY SERVICES
AT THE TYBEE PIER AND PAVILION**

I have read and understand the requirements of this request for proposal RFP NO.21-0001-5 and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. I agree to furnish the services as described in the RFP for the fee listed below. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal. **THIS FORM MUST BE USED WHEN SUBMITTING A 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.
PLEASE REGISTER AT www.purchasing.chathamcounty.org****

FIRM NAME: _____

PROPOSER: _____

SIGNATURE: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX NUMBER: _____

E-MAIL: _____

**SECTION VI
EVALUATION AND AWARD
ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY SERVICES
AT THE TYBEE PIER AND PAVILION**

6.1 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>Experience in Similar Projects</i>	25
<i>List of Concessions, etc., with prices to be charged to the public</i>	25
<i>M/WBE Participation</i>	15
<i>Revenue/Fee Proposal</i>	30
<i>References</i>	5

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

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:

_____ (CONTRACTOR) certifies to Chatham County that a Drug-Free Workplace will be provided for the employees during the performance of this contract known as **ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY SERVICES AT THE TYBEE PIER AND PAVILION (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 **ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY SERVICES AT THE TYBEE PIER AND PAVILION** 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 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 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.

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. § 13-10-91, 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

**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

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. 168115

REQUEST FOR PROPOSALS

Sealed proposals will be received until **5:00 P.M. on February 18, 2021** in **Chatham County Purchasing and Contracting Department, 1117 EISENHOWER DRIVE, SUITE C, SAVANNAH, GA. RFP NO. 21-0001-5 ANNUAL CONTRACT FOR CONCESSIONAIRE, CUSTODIAL AND SECURITY SERVICES AT THE TYBEE PIER AND PAVILION.**

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> ,or by calling Jean Fleming, Procurement Specialist, at (912) 790-1619. 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. THIS WILL BE THE ONLY SOLICITATION FOR THIS PROJECT. 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

SAVANNAH N/P INSERT: January 25, 2021