

INVITATION FOR REQUEST  
FOR PROPOSAL

**RFP NO. P10-5-3**

**OPERATION AND MANAGEMENT SERVICES FOR THE WEIGHTLIFTING CENTER FOR  
PUBLIC WORKS AND PARK SERVICES**

**PRE-PROPOSAL CONFERENCE: 10:00 A.M., 24 SEPTEMBER 2009**

**PROPOSAL RECEIPT: 2:00 P.M., 8 OCTOBER 2009 (LOCAL TIME)**

THE COMMISSIONERS OF CHATHAM COUNTY, GEORGIA

PETE LIAKAKIS, CHAIRMAN

COMMISSIONER HELEN STONE

COMMISSIONER JAMES J. HOLMES

COMMISSIONER PATRICK O. SHAY

COMMISSIONER PATRICK K. FERRELL

COMMISSIONER HARRIS ODELL, JR.

COMMISSIONER DAVID M. GELLATLY

COMMISSIONER DEAN KICKLIGHTER

COMMISSIONER PRISCILLA D. THOMAS

R. JONATHAN HART, COUNTY ATTORNEY

CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA  
DOCUMENT CHECK LIST

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

X GENERAL INFORMATION AND INSTRUCTIONS TO BID

X PROPOSAL

X BID SCHEDULE

   CONTRACT- (ON FILE AT THE CHATHAM COUNTY PURCHASING DEPARTMENT)

X LEGAL NOTICE

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

CURRENT TAX CERTIFICATE NUMBER

CITY \_\_\_\_\_

COUNTY \_\_\_\_\_

OTHER \_\_\_\_\_

RECEIPT IS HEREBY ACKNOWLEDGED OF ADDENDA NUMBERS

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

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

\_\_\_\_\_  
DATE

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

African-American \_\_\_\_\_

Asian American \_\_\_\_\_

Hispanic \_\_\_\_\_

Native American or Alaskan Indian \_\_\_\_\_

Female \_\_\_\_\_

**In the award of "Competitive Sealed Bids", minority/female participation may be one of several evaluation criteria used in the award process.**

CHATHAM COUNTY, GEORGIA  
OFFICE OF THE PURCHASING AGENT  
POST OFFICE BOX 15180  
SAVANNAH, GEORGIA 31412  
(912) 790-1624

Date: 10 September 2009

RFP NO. 10-5-3

**GENERAL INFORMATION FOR INVITATION FOR BID/PROPOSAL**

This is an invitation to submit a proposal to supply Chatham County with professional services as indicated herein. Sealed bids or proposals will be received at the Office of the Purchasing Agent, **1117 EISENHOWER DRIVE SUITE C, Savannah, Georgia**, on **8 OCTOBER 2009 at 2:00 P.M., Local Time**. The Purchasing Agent reserves the right to reject any and all bids and to waive formalities.

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

***A PRE-PROPOSAL CONFERENCE*** has been scheduled for **24 SEPTEMBER, 10:00 A.M.**, and will be conducted in the, **Purchasing Agent Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.**, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. Proposals will not accepted from any firm that is not represented at the Pre-Proposal conference.

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

Chatham County has an equal opportunity purchasing policy. Chatham County seeks to ensure that all segments of the business community have access to supplying the goods and 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 terms "disadvantaged business," "minority business enterprise," and "minority person" are more specifically defined and explained in the Chatham County Purchasing Ordinance and Procedures Manual, Article VII - Disadvantaged Business Enterprises Program.

**SECTION I  
INSTRUCTIONS TO BIDDERS/PROPOSERS**

**1.1** **PURPOSE:** The purpose of this document is to provide general and specific information for use in submitting a bid or proposal to supply Chatham County with equipment, supplies, and/or services as described herein. All bids/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 BID PROPOSALS:** All bid proposals shall be:

- A. Prepared on the forms enclosed herewith, unless otherwise prescribed, and **all documents must be submitted.**
- B. Typewritten or completed with pen and black or blue 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.**

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

**1.3** **HOW TO SUBMIT PROPOSALS:** All bid proposals shall be:

- A. **Submitted in sealed opaque envelopes, plainly marked with the proposal number and title, date and time of bid opening, and company name.**
- B. **Mailed or delivered as follows in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.**
  - a. **Mailing Address: Purchasing Agent, Post Office Box 15180, Savannah, Georgia 31416.**
  - b. **Hand Delivery: Purchasing Agent, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, 31406.**

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

**1.4** **HOW TO SUBMIT AN OBJECTION:** Objections from bidders to this invitation to bid and/or these specifications should be brought to the attention of the County Purchasing Agent in the following manner:

- A. When a pre-proposal conference is scheduled, the Proposers shall either present their oral objections at that time or submit their written objections at least two (2) days prior to the scheduled pre-proposal conference.

- B. When a pre-bid conference is not scheduled, the bidder shall submit any objections he may have in writing not less than five (5) days prior to the opening of the bid.
- C. The objections contemplated may pertain to form and/or substance of the invitation to bid documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this invitation to bid.

**1.5 FAILURE TO OFFER:** If a Proposal is not submitted, the business should return this Request for Proposal, stating reason therefore, and indicate whether the business should be retained or removed from the County's bidders list.

**1.6 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 bidder's own risk.

**1.7 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, or a proposal from a bidder whom investigation shows is not in a position to perform the contract.

**1.8 PROPOSER:** Whenever the term "proposer" is used it shall encompass the "person," "business," "contractor," "supplier," "vendor," 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.

**1.9 COMPLIANCE WITH LAWS:** The bidder and/or contractor 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 contractor and the County. Any such requirement specifically set forth in any contract document between the contractor and the County shall be supplementary to this section and not in substitution thereof.

**1.10 CONTRACTOR:** Contractor or subcontractor means any person or business having a contract with Chatham County. The Contractor/Vendor of goods, material, equipment or services certifies that they will follow equal employment opportunity practices in connection with the awarded contract as more fully specified in the contract documents. Any subcontracting must be specified in the bid/proposal. All subcontractors must be approved by Chatham County.

**1.11 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 that 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 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.”

## **SECTION II GENERAL TERMS, CONDITIONS AND EXCEPTIONS**

- 2.1 SPECIFICATIONS:** Any obvious error or omission in specifications shall 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 Agent’s attention during the Pre-Proposal Conference or submitted in writing at least five (5) days preceding the date for submission of proposals.
- 2.3 GEORGIA OPEN RECORDS ACT:** The responses will become part of the County’s official files without any obligation on the County’s part. Ownership of all data, materials, and documentation prepared for an submitted to Chatham County in response to a solicitation, regardless of type, shall belong exclusively to Chatham County and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et. Seq., unless otherwise provided by law.
- 2.4 GEORGIA TRADE SECRET ACT OF 1990:** In the event that a Proposer submits trade secret information to the County, the information must be clearly labeled as a “Trade Secret”. The County will maintain the confidentiality of such trade secrets to the extent provided by law.
- 2.5 CONTRACTOR RECORDS:** The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed for up to three (3) years following completion. Again, this is contract specific to the County contracts only.
- 2.6 DEBARRED FIRMS, INDICTMENTS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal, State of Georgia or any government entity, Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers **shall** disclose any record of pending criminal violations (Indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the last five (5)

years. Any proposer/firm previously defaulting or terminating a contract with the County will not be considered.

\*\* All 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 you solicitation response being rejected as non-responsive.

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

- 2.7 OFFERS TO BE FIRM:** The Proposer **warrants** that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from bid submitted, unless otherwise stated in the proposal in order to provide the Evaluation Team time to review all proposals. When requested to provide a fee proposal, fees quoted must also be firm for a ninety (90) day period.
- 2.8 COMPLETENESS:** All information required by Request for Proposals must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses or respondents.
- 2.9 LIABILITY PROVISIONS:** Where proposers are required to enter or go onto 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.
- 2.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this offer, the offer certifies, and in the case of a joint bid 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 bidder or with any competitor;
  2. Unless otherwise required by law, the prices which have been quoted in this bid 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 to submit a bid for the purpose or restricting competition.

- 2.11 AWARD OF CONTRACT:** The contract, if awarded, will be awarded to that responsible proposer whose proposal will be most advantageous to Chatham County, all factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interest of Chatham County. **Appeal of an award can only be made after the Board of Commissioners award a contract.**
- 2.12 PROCUREMENT PROTESTS:** Objections and protests to any portion of the procurement process or actions of the County staff may be filed with the Purchasing Agent for review and resolution. The *Chatham County Purchasing Procedures Manual*, Article IX - Appeals and Remedies shall govern the review and resolution of all protests.
- 2.13 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services at its sole option.
- 2.14 QUALIFICATION OF BUSINESS (RESPONSIBLE OR PROPOSER):** A responsible bidder or proposer is defined as one who meets, or by the date of the bid acceptance can meet, all requirements for licensing, insurance, and service contained within this Invitation for Bids or Proposals. Chatham County has the right to require any or all bidders to submit documentation of the ability to perform, provide, or carry out the service or provide the product requested. Chatham County has the right to disqualify the bid or proposal of any bidder or proposer as being unresponsive or irresponsible whenever such bidder/proposer cannot document the ability to deliver the requested product.
- 2.15 COUNTY BUSINESS LICENSE 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 and Regulatory Services at (912) 201-4300 for additional information.
- 2.16 INSURANCE PROVISIONS:** 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 Contractor's fee proposal. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

2.16.1 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. A 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).

2.16.2 LIMITS OF INSURANCE: Effective coverage shall have the following limits:

- 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, disease 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.

2.16.3 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/Non-Renewal Notification:** 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.

2.17 **COMPLIANCE WITH SPECIFICATION – TERMS, CONDITIONS, AND EXCEPTIONS:** This Invitation for Proposal, Legal Advertisement, General Conditions and Instruction to Proposers, Specifications, Special Conditions, Proposers Offer, Addendum, and/or any other pertinent documents from a part of the Offer's proposal or bid and by reference are made a part hereof.

2.18 **SIGNED BID CONSIDERED OFFER:** The signed Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval by the Chatham County Board of Commissioners, Purchasing Agent or his designee. In case of a default on the part of the Proponent after such acceptance, Chatham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.19 **SECURITY AND IMMIGRATION COMPLIANCE ACT:** On July 1, 2008, the Georgia Security and Immigration Compliance Act (SB529, Section 2) became effective. All contractors and subcontractors with 100 or more employees entering into a contract or

performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at <http://www.dol.state.ga.us/spotlight/employment/rules>. You may go to <http://www.uscis.gov>. To find the E-Verify information.

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

- 2.20 VENDOR PERFORMANCE EVALUATION:** On April, 2008, the Board of County Commissioners approved a change to the County Purchasing Ordinance requiring Vendor Performance Evaluation, as a minimum, annually, prior to the contract anniversary date. Should vendor performance be unsatisfactory, the appoint County Project Manager for the contract may prepare a Vendor Compliant Form or a Performance Evaluation to the Purchasing Agent.
- 2.21 NOTICE TO PROCEED:** The successful proposer shall not commence work under this Request for Proposal until a written contract is awarded and a Notice to Proceed is issued by the Purchasing Agent or his designee. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.22 PAYMENT TO CONTRACTORS:** 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 @ (912) 652-7900 or the County's Project Manager as specified in contract documents. (Finance phone number).
  - B. Contractors will be paid the agreed upon compensation upon satisfactory progress or completion of the work as more fully described in the contract document.
  - C. Upon completion of the work, the Contractor will provide the County or contractor with an affidavit certifying all suppliers, persons or businesses employed by the Contractor for the work performed for the County have been paid in full.
  - D. Chatham County is a tax exempt entity. Every contractor, vendor, business pr 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.

- 2.28 VENDOR DEFAULT:** Chatham County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default due to a failure to perform or because request for price increase, Chatham County reserves the right to remove the vendor from the County's bid/proposal listing for twenty-four months.
- 2.29 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS OR REQUIREMENTS:** It is the responsibility of the prospective proposer to review the entire request for proposal (RFP) packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Purchasing Division not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements apply to specifications that are ambiguous.

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

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

This \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

BY \_\_\_\_\_

SIGNATURE

\_\_\_\_\_

TITLE

\_\_\_\_\_

COMPANY

**SECTION III  
REQUEST FOR PROPOSAL  
CHATHAM COUNTY, GEORGIA**

**3.1 DESCRIPTION AND OBJECTIVES:** Chatham County is seeking a qualified firm/individual to operate and manage the Anderson-Cohen Weightlifting Center,

**3.2 METHODOLOGY:** The procurement described herein is being conducted on a three-step process.

**STEP ONE- ACCEPTANCE AND EVALUATION OF PROPOSALS:** All technical requirements, unless otherwise specified, must be met by the proponent or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without consideration. Proponents whose proposals are not accepted will be promptly notified that they are no longer being considered and why. A “shortlist” of qualified firms will be developed and ranked. **DO NOT DISCLOSE ANY FEES AS PART OF STEP ONE.**

**STEP TWO- INTERVIEWS:** The evaluation committee *may* decide to conduct interviews with the “short-listed” firms. It is the sole responsibility of the evaluation committee to determine if interviews will be required. If interviews are conducted, each of the “short-listed” firms will schedule an interview. The interviews will be scored. **DO NOT DISCLOSE ANY FEES AS PART OF STEP TWO.**

**STEP THREE- FEES:** Sealed fee proposals from those firms that have been “short-listed” will be requested, evaluated and ranked accordingly. Fees 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 to provide the service. The selection will be made of that firm which provided the best proposal. “Best” is defined as the best combination of qualitative factors and and fee proposal. ***FEE PROPOSAL WILL BE SUBMITTED ON THE FORM PROVIDED, IN A SEPARATE #10 ENVELOPE, CLEARLY MARKED WITH THE RFP TITLE AND NUMBER AND SUBMITTED WITH PROPOSAL. ONLY THE ORIGINAL (1) COPY OF THE FEE PROPOSAL IS REQUIRED. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THE “SHORT-LISTED” FIRMS.***

**3.3 A PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be conducted on **10:00 A.M., 24 September 2009, in the Purchasing Agent Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia,** to discuss specifications and/or any misunderstandings that may arise. Representatives from Chatham County will be attendance. Firms are encouraged to attend.

**3.4 PROPOSAL DEADLINE:** The response to the Request for Proposals must be received by the Chatham County Office of Purchasing and Contracting no later than

**2:00 P.M., 8 October 2009 (Local Time).** Any proposal received after the time stipulated will be rejected and returned to the proponent. The County may, for good and sufficient reason, extend the response deadline, in which case all potential proponents will receive an addendum setting forth the new date and time. Proposals must be responsive to the General Conditions (Information and Instructions), Special Conditions, Technical Specifications, and any attachments.

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

**3.6 CONFIDENTIALITY OF DOCUMENTS:** Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the proponent, for disposition or usage by the County at its discretion. The particulars of the proposal documents will remain confidential until final award of the contract. Only final points and ranking of proposals will be openly disclosed prior to approval by the Board of Commissioners.

**3.7 FORMAT OF RESPONSES:** To be considered, proponents must submit a complete response to the Request for Proposals. 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. Executive Summary
- B. Business Profile.
- C. Experience and Capability.
- D. Project Understanding and Methodology.
- E. Other Relevant Facts/Information.
- F. ***FEE PROPOSAL (ONE COPY WILL BE SUBMITTED ON THE FORM PROVIDED AND SEALED IN A SEPARATE #10 ENVELOPES)***

Each proposal must be submitted in one (1) original and five (5) copies to:

Ms. Kathleen Scott-Watson, CPPB  
Procurement Specialist  
(912) 790-1619

Ms. Victoria D. Godlock, CPPB  
Procurement Specialist  
(912) 790-1624

Chatham County Purchasing and Contracting Department  
1117 Eisenhower Drive - Suite C  
Savannah, GA 31406

Technical questions relating to the proposal may be directed to the County in writing through the Purchasing Agent. Telephone inquires may be directed to Ms. Kathleen

Watson-Scott, CPPB or Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1619 or (912) 790-1624.

- 3.7 **COMPENSATION:** Fee proposals will be submitted in a separate envelope, clearly marked with the RFP number and title and submitted with proposal. The County has attempted in SECTION V to provide as much information about the project as possible to enable firms to structure the most cost effective offer.
- 3.8 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.
- 3.9 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.
- 3.10 **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the CONTRACTOR agrees as follows:

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

#### **SECTION IV SPECIAL CONDITIONS**

- 4.1 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 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/FBE firms, consultants and employees will also be considered in the evaluation of proposals.
- 4.3 *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 which will be scheduled after receipt of the written proposal.
- 4.4 **TERM OF CONTRACT:** The term of the contract will be for one (1) year with automatic renewal options for four (4) additional one year terms. Unless the Board takes action to not renew the contract.



#### 4.5 **PROPOSALS MUST BE RESPONSIVE TO:**

- 4.5.1 ***EXECUTIVE SUMMARY:*** The Executive Summary of the Proposal shall be limited to three (3) single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the offeror's ability to meet the requirements of the RFP.
- 4.5.2 ***BUSINESS PROFILE:*** State the full name, address, and telephone number of your organization and include:
- 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) 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.
  - C. Adequate information to describe the scope of the offeror's previous experience in providing Operation and Management Services.
  - D. List of current or former clients with requirements similar in scope and content to the proposed contract, a contract and current telephone number at each client location. Chatham County reserves the right to verify the information furnished.
  - E. Adequate information to describe the nature of the offeror's experience in providing Operation and Management Services.
  - F. 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.
  - G. Provide complete details of any contract termination within the last 5 years and state the reason(s) for the termination.
- 4.5.3 ***METHODOLOGY/IMPLEMENTATION PLAN:*** Discuss the approach to rendering the required services. Any special techniques, strategies and capabilities should be discussed here. A detailed narrative statement to demonstrate the offeror's understanding of the Scope of Work described below. The statement shall include but not necessarily be limited to the offeror's proposed organizational structure and procedures to provide the required services, software and equipment to be used, 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.

- 4.5.4 **FEE PROPOSAL:** Provide your fee on the fee proposal form provided as part of Step 3. All fees will be based on a fixed fee. Fees provided must be all inclusive and cover any item which may normally be regarded as reimbursable. **ONLY ONE COPY OF FEE PROPOSAL IS REQUIRED.** All fee proposals shall be sealed in a “separate” #10 envelope, clearly marked with the RFP number and title, and submitted **WITH PROPOSAL**. Fee Proposals will be considered from those firms that are “Short Listed”.
- 4.6 All proposals must remain valid for a period of *not less than ninety (90) days* from due date of proposal.
- 4.7 All respondents must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.
- 4.8 The County shall have sole discretion in evaluating both the responses and qualifications of the respondents.
- 4.9 **CONTRACT:** The successful respondent will be expected to execute a contract within 30 days of notice to 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.
- 4.10 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:** The proponent will perform the project as an independent contractor and not as an agent or employee of the County. Joint ventures and sub-consultant arrangements are not prohibited; however, the proponent shall secure written permission from Chatham County before subcontracting any part of this service. Such permission should be obtained during the proposal evaluation stage. Proponents are encouraged to use Minority/Woman Business Enterprises and are reminded of reporting requirements when utilizing these arrangements.
- 4.11 **LICENSES, PERMITS, TAXES:** The price or prices for the work shall include full compensation for all fees that the proponent is or may be required to pay.
- 4.12 **CHANGES:** In the event a contract is awarded, the County may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the proponent's cost of performing any part of the contract, whether changed or not changed by any such notice, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made. Any claim by the proponent for an equitable adjustment shall be supported by detailed cost and pricing data, which the County shall have the right to verify by audit of the proponent's records or, at the County's election, by other appropriate means. Any claim

by the proponent for an equitable adjustment shall be made in writing and prior to proceeding with the additional services or capital investments. The County may accept and act upon claims made later if, in the County's sole discretion, circumstances justify so doing. Nothing in this clause shall excuse the proponent from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

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

## **SECTION V TECHNICAL SPECIFICATIONS**

- 5.1 BACKGROUND AND OBJECTIVES:** The purpose of this Request for Proposal is to solicit competitive proposals to operate and manage the Anderson-Cohen Weightlifting Center.
- 5.2 SCOPE OF WORK:** The successful Proposer at a minimum shall do, perform and carry out the services as follows in a satisfactory and proper manner and in conformance with the standard practices and procedures of its profession. Specific responsibilities include, but are not limited to:
- 5.2.1 Operate and manage the Anderson/Cohen Weightlifting Center for 66 hours per week.
- a. Hours of operation will be 8:00 am to 8:00 pm, Monday through Friday, 12:00 pm to 6:00 pm on Saturday.
  - b. The center will be closed on Sunday's and Holiday's listed below;  
New Year's Day  
Martin Luther king, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

- 5.2.2 Provide a USAW Certified National Level Coach to serve as director of the facility and a USAW certified staff member. Either must be at the center during the scheduled hours open to the public to operate the center and to provide instruction. There must be a designated onsite staff member at the center trained and certified in First Aid and CPR.
- 5.2.3 Provide a safe and appealing training environment for the citizens of Chatham County.
  - a. The Management team is responsible for assisting the Janitorial Services contractor in moving the weights and exercise equipment and cleaning in, under and around them daily.
- 5.2.4 Provide a written mission statement and include in the statement an Olympic Weightlifting philosophy.
- 5.2.5 Provide an Olympic Weightlifting program to the citizens of Chatham County. Athletes that enroll in programs are required to pay user fees.
- 5.2.6 Provide strength training programs to local public and private schools and colleges. Athletes that enroll in programs are required to pay user fees.
- 5.2.7 Offer proper instruction on how to use workout equipment located in the facility.
- 5.2.8 Recommend new programs as needed to ensure members are getting the best use of the facility.
- 5.2.9 Sponsor local sanctioned weightlifting competition as a means of encouraging high utilization of the facility and encourage citizens to practice an active and healthy life style.
- 5.2.10 Require to supply workout equipment including but not limited to:
  - a. Free weights, bars, chalk block, nautilus equipment, etc.
  - b. Equipment provided by the County may be limited particularly to miscellaneous free weights.
  - c. The Contractor will also be required to maintain the weightlifting and exercise equipment in the facility.
  - d. The County will provide parts and the Contractor will install.
  - e. If the Contractor cannot make repair and outside vendor may be called.

- f. The County with the Contractor's input will purchase new equipment as the budget allows.
- 5.2.11 Have on site; ice, whirlpool, massage/exam table, hydro collator and first aid supplies. They will be available at all times while the center is open.
- 5.2.12 Provide the County with all required or any requested documentation related to the operation of the facility.
- 5.2.13 Obtain written approval from the County to use the facility for non-contract related activities. Prior approval is required before allowing non-contract related activities to use office areas, storage or similar space located in the facility. To obtain approval, Contractor will submit a letter to the Contract Administrator detailing how and what space within the facility will be used, the proposed duration of use, and the name of the using organization. The letter will further indicate why the request for space utilization by the non-contract related activity is necessary, subject to approval by the Chatham County Board of Commissioners. To the extent that space is currently being made available to non-contract related activities, confirmation of the arrangement will be requested using the before mention procedure.
- 5.2.14 Allow joint use of the facility by the County for a Special Needs Program. This County sponsored program may be provided under contract by a third party.
- 5.2.15 Allow other groups and agencies to rent platform space or rent the facility. Requests must be submitted in writing a letter to the County describing the function for which the center will be used. The County will review the request and determine the fee structure to apply based on the event.
- 5.2.16 Will provide the citizens of the community with a resource of information relating to Olympic Weightlifting and information relating to the strength and conditioning training.
- 5.2.17 All grant applications by the Contractor must be signed and approved by the County. Additional funding sources received by the Contractor shall be used with the program and the Contractor shall be accountable to proper use of said funds and obtain approval of County. The County shall allow the Contractor to apply for grants to obtain equipment and other material necessary to operate program. The County and Contractor agree to all use of grants funds and shall be upon the mutual consent of both parties.
- 5.2.18 Will compile and make available to the County all complaints, problems and facility requests that may occur on a daily basis.
- 5.2.19 Attend and participate in County provided training for use of the onsite Automatic External Defibrillator (AED).

**5.3** **METHOD OF COMPENSATION:** The proposer must propose at least one of the two management options in their proposal as follows:

**5.3.1 Option 1: Operator Service Agreement;**

5.3.1.1 In this option, the County sets the membership rates. The Contractor collects all usage fees and prepares weekly deposits. The current rates are set by the Board of Commissioners and are as follows;

- a. Daily use \$5.00 per day
- b. Monthly membership - \$ 10 per month
- c. Family membership - \$20 per month
- d. Outside residents of Chatham County – TBD

5.3.2.1 The Contractor cannot charge a member more than the Board approved fee.

5.3.3.1 The Contractor will post in the area where fees are paid, all usage fees, which includes but is not limited to; daily admission, instruction, aerobics and membership. Members are to complete membership forms and must pay fee prior to use of the facility. It is a requirement that all those enter the facility sign in and pay for usage of the facility. Contractor must keep an accurate record of active membership and make available to the County. Contractor is required to have staff onsite to collect the fees and check each visitor for current membership. The County will provide a software membership program for Contractor to use.

5.3.4.1 In this option, the Contractor will propose a monthly operator service fee from the County based on a floating scale. Credit will be expected based on membership dues paid to the Contractor. It is anticipated that membership and facility used will vary throughout the season and as such, the operator service fee should also vary. Monthly progress reports, activity reports and membership reports will be considered a prerequisite to the payment of any invoice.

5.3.5.1 The County reserves the right to accept or reject any proposed fee schedule.

**5.2.3 Option 2: Facility Service**

5.2.3.1 In this option, The Contractor solicits membership, sets membership rates and controls active membership records. Rates can be tiered but must be approved by the County and should be fair and competitive to the profession. The Contractor must honor rates adopted specifically for County employee

membership. The Contractor must open membership to the general public and must not discriminate based on age, race, gender, creed, and religion.

5.2.3.2 The County will provide the facility to the Contractor to perform the operation and management services based upon the minimum scope of services.

5.2.3.3 In this option, the County will expect a monthly facility service fee from the Contractor. The Contractor should propose a facility service fee based on a floating scale. It is anticipated that membership and facility use will vary throughout the season and as such, the facility service fee may also vary. The facility service fee can be based on any number of combinations including a fixed fee, based on percentage of membership dues, percentage of income from events, etc.

#### **5.4 METHOD OF EVALUATION:**

The following factors will be considered by the Selection Committee in the evaluation of this proposal. The factors to be evaluated will not necessarily be evaluated in the order presented:

5.4.1 Demonstrated understanding of the scope of services.

5.4.2 Experience in providing operation and management services.

5.4.3 Reputation of the firm based on references.

5.4.4 Oral presentation (if requested).

5.4.5 Proposed fees for services - Please Note: Fee proposals will only be considered from those firm's that are "Short Listed" as part of Step 3.

#### **5.5 REFERENCES:**

Please provide at least five (5) current or past clients for who you provided the same or similar services within the last five (5) years. Please provide the client's name, address, phone number, and contact person.

#### **5.6 BASIS FOR FEE PROPOSAL (PRICING):**

**Fees must be all inclusive. PROVIDE YOUR FEES ON THE FEE PROPOSAL FORM PROVIDED HEREIN. ONLY ONE COPY OF FEE PROPOSAL IS REQUIRED. ALL FEE PROPOSALS WILL BE SEALED IN A # 10 ENVELOPE, CLEARLY MARKED WITH THE RFP NUMBER AND TITLE, AND SUBMITTED WITH PROPOSAL. FEE PROPOSALS WILL ONLY BE CONSIDERED FROM THOSE FIRMS THAT ARE "SHORT LISTED".**

**SECTION VI**

**EVALUATION AND AWARD  
OPERATION AND MANAGEMENT SERVICES FOR WEIGHTLIFTING CENTER  
FOR PUBLIC WORKS AND PARK SERVICES**

**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. *The County will not consider the proposal of any Offeror who lacks accreditation or authorization to provide the Services requested.*

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

<i>Evaluating Factor:</i>	<i>Points Possible:</i>
<b><i>Qualifications and References:</i></b> Qualifications of the firm, individual, and sub-consultants assigned to the project. Quality of team assigned to project; Identifies the roles and responsibilities of each team member. Educational background and training; Quality Control. Provides a minimum of five (5) references of agencies or firms that firm has provided the same or similar services to within the past 5 years; Reputation of firm. Provide the number of staff to be assigned. Provide the estimated number of man hours anticipated. Minority/Women Business Enterprise Compliant.	20
<b><i>Experience and Capability:</i></b> Recent and past experience in operation of a recreation facilities (within the past 5 years) similar to or the same as that requested by Chatham County. Location and availability of firm; Licensed to do business in the State of Georgia. Additional information relevant to the firm’s capacity. USAW Certified National Level Coach.	35
<b><i>Project Understanding and Methodology:</i></b> Demonstrated understanding of the scope of service. Methodology and approach to work (i.e. the scope, quality, and cost of the proposed plan. Demonstrates “how” services will be provided and what support services are required by Chatham County;	45

STEP 2- INTERVIEWS/PRESENTATIONS- IF REQUIRED (**TOTAL POSSIBLE POINTS: 35**)

FEE PROPOSAL/COST DATA (**TOTAL POSSIBLE POINTS: 15**)



6.2 **CONTRACT AWARD:**

- 6.2.1 Successful Proponent shall 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.

**CHATHAM COUNTY, GEORGIA  
FEE PROPOSAL FORM  
RFP NO. P10-5-3  
OPERATION AND MANAGEMENT SERVICES FOR WEIGHTLIFTING CENTER  
FOR PUBLIC WORKS AND PARK SERVICES**

I have read and understand the requirements of this proposal, RFP #P10-5-3, and agree to provide the required services in accordance with this proposal, and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

YEAR 1: \_\_\_\_\_/TOTAL\*

YEAR 2: \_\_\_\_\_/TOTAL\*

YEAR 3: \_\_\_\_\_/TOTAL\*

YEAR 4: \_\_\_\_\_/TOTAL\*

YEAR 5: \_\_\_\_\_/TOTAL\*

TOTAL: \_\_\_\_\_

\* Price is all inclusive( labor, supplies, travel, per diem, insurance, etc.) based on the delivery schedule and services proposed.

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

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

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

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

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

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

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

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

BUSINESS TAX CERTIFICATE/LICENSE NUMBER: \_\_\_\_\_

CITY/COUNTY/STATE: \_\_\_\_\_

MINORITY BUSINESS ENTERPRISE? \_\_\_\_\_ /YES \_\_\_\_\_ /NO

MINORITY CLASSIFICATION: \_\_\_\_\_

**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 full.

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

\_\_\_\_\_ (Contractor) certifies to Chatham County that a drug-free workplace will that a drug-free workplace will be provided for the employees during the performance of this contract known as **OPERATION AND MANAGEMENT SERVICE**

**FOR WEIGHTLIFTING CENTER FOR PUBLIC WORKS AND PARK SERVICES**

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

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NOTARY

\_\_\_\_\_  
DATE

**PROMISE OF NON-DISCRIMINATION STATEMENT**

Know All Men by These Presents, that I (We), \_\_\_\_\_  
Name Title Name of Bidder

(Herein after “Company”) in consideration of the privilege to bid/or propose on the following Chatham

County project procurement (**OPERATION AND MANAGEMENT SERVICES FOR WEIGHTLIFTING CENTER FOR PUBLIC WORKS AND PARK SERVICES - RFP #P10-5-3**), 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 an incorporated by reference in the contract which this Company may be awarded;
6. That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT “C”**



**ATTACHMENT "D"**

**DISCLOSURE OF RESPONSIBILITY STATEMENT**

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

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

---

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

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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 \_\_\_\_\_

2008 by \_\_\_\_\_ representing him/herself to be

\_\_\_\_\_ of the company named herein.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

Resident State:

**ATTACHMENT "E"**

**IMMIGRATION AND SECURITY FORM**

SB529 (The GA Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in OCGA 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

A. In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor must initial one of the sections below:

\_\_\_\_\_ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

\_\_\_\_\_ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

B. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Firm Name: \_\_\_\_\_  
Street/Mailing Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_

IS Form 529, Chatham County Purchasing & Contracting 1 July 2008

**ATTACHMENT "F"**

**CONTRACTOR AFFIDAVIT AND AGREEMENT**

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 contracting with (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot

Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

**ATTACHMENT “G”**

**SUBCONTRACTOR AFFIDAVIT**

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 (name of public employer) has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Subcontractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Subcontractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 200\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV / Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## LEGAL NOTICE

CC NO. 163886

Chatham County, Georgia is seeking proposals from qualified firms/individuals interested in providing Operation and Management Services for the Weightlifting Center for Public Works and Park Services Request for Proposal, No. P.10-5-3.

A **PRE-PROPOSAL** conference will be conducted on **24 September 2009, 10:00 A.M.**, in the Purchasing Agent Conference Room, 1117 Eisenhower Drive, Suite C, Savannah, Georgia, to discuss the specifications and to resolve any questions and/or misunderstanding that may arise. Firms are required to attend.

Proposals are due **by 8 October 2009, 2:00 P.M. (Local Time)** and must be mailed or hand delivered to the Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia.

A copy of this Request for Proposal is available in Chatham County Purchasing Office, 1117 Eisenhower Drive, Suite C, Savannah, Georgia. For additional information concerning specifications, please contact Ms. Kathleen Watson-Scott, CPPB or Ms. Victoria D. Godlock, CPPB, Procurement Specialist, at (912) 790-1619 or 1624. Specifications are also available on and can be downloaded from the County's website at [www.chathamcounty.org](http://www.chathamcounty.org)

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

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WILLIAM R. PARSON, CPPO, PURCHASING AGENT  
CHATHAM COUNTY, GEORGIA

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- Savannah News- INSERT: 15 Sept; 21 Sept; 25 Sept 09

NEWS ONLY-

Please send two copies of affidavit to:

Chatham County Purchasing Department  
P.O. Box 15180  
Savannah, GA 31416  
(912) 790-1619, or (912) 790-1624.