

CHATHAM COUNTY, GEORGIA

REQUEST FOR QUOTATION

QUOTATION FOR:

RFQ NO: Q11-4-6

**ANNUAL CONTRACT TO PROVIDE SWIM SHOP SERVICES
AT THE CHATHAM COUNTY AQUATIC CENTER
(REVENUE GENERATING LEASE OF SPACE AGREEMENT)**

CHATHAM COUNTY PURCHASING AGENT
1117 EISENHOWER DRIVE, SUITE C
SAVANNAH, GA 31406
(912) 790-1621 - OFFICE
(912) 790-1627 - FAX

DATE ISSUED: September 21, 2010
DATE DUE: October 14, 2010
TIME DUE: 2:00 P.M. Local Time
DEPARTMENT: Aquatic Center

NOTE: Each vendor submitting a response to this request will be responsible for providing any or all of the services listed below, as described, when in receipt of a Chatham County Purchase Order for such items or services. "Chatham County is an Equal Opportunity Employer," M/F/H, all bidders are to be Equal Opportunity Employers M/F/H.

Local Preference: On 27 March, 1998, the Chatham County Board of Commissioners adopted a "**Local Vendor**" **Preference Ordinance** that gives the lowest Chatham County vendor submitting a responsible bid/quote the opportunity to match the lowest price offered by an out-of-County vendor. If the County vendor confirms in writing to match within 24 hours, the award will be made to the Chatham County vendor. The lowest Chatham County responsive bidder will be afforded the "right to first refusal". "Local Vendor" is defined as a business or supplier which operates and maintains a regular place of business within the geographical boundaries of Chatham County, or one of the local Municipalities of the County *AND* all real and personal property taxes are paid prior to award of a contract or purchase. NOTE: Local Preference **does not apply to Public Works/Construction contracts.**

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 or 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 Proposals", minority/female participation may be one of several evaluation criteria used in the award process. For additional information concerning Chatham County's M/WBE Coordinator, please contact Arneja Riley, at (912) 652-7860.

The above information will be used for statistical purposes only and will not be a factor in the award.

NOTE: Quotes may be **faxed** to the Purchasing Department at 912-790-1627, or **mailed** to the above address, or **hand delivered** to the Purchasing Department. All quotes must be received and stamped in prior to 2:00pm local time, 14 October 2010.

GENERAL TERMS, CONDITIONS, AND EXCEPTIONS

- 1.11 Guarantee:** Unless otherwise specified by the County, the bidder shall unconditionally guarantee the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur which are due to faulty material and or services, the contractor at his expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacement or adjustments shall be made only at such time as will be designed by the County as being least detrimental to the operation of County business.
- 1.12 Qualification of Business (Responsible Bidder 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.
- 1.13 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. Please contact the Chatham County Department of Building and Regulatory Services at (912) 201-4300 for additional information.
- 1.14 Delinquent Real and Personal Property Taxes:** 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 April 8, 1994.
- 1.15 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 Bid. **Contract work will not proceed unless Chatham County has in their possession, a current Certificate of Insurance.**

1.15.1 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).

1.15.2 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, 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.

1.15.3 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.
- 1.16 **References:** Provide with the quote, three (3) references. Also include company name, address, phone number, contact person.
- 1.17 **DEBARRED FIRMS AND PENDING LITIGATION:** Any potential proposer/firm listed on the Federal or State of Georgia Excluded Parties Listing (Barred from doing business) **will not** be considered for contract award. Proposers shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., and **shall not** have conflicts of interest. Any proposer/firm previously defaulting or terminated a contract with the County will not be considered. A statement of Disclosure **must** be provided with response.

GENERAL INFORMATION

Chatham County, Georgia is seeking quotations from firms interested in annual contract lease agreement for a period of one (1) year with automatic renewal options for four (4) additional one year terms, to provide Swim Shop Services at the Chatham County Aquatic Center. Successful firm will be required to stock and maintain a “swim shop” for use by the general public attending and/or participating in activities at the Aquatic Center. The Chatham County Aquatic Center is located at 7240 Sallie Mood Drive, Savannah, Georgia, 31406. The lease space or swim shop area is approximately 18' x 15' and comes equipped with one slat wall, two to three benches with drawers, a pass through, and a register counter. It is located within the main building of the Chatham County Aquatic Center. The Aquatic Center facility has two indoor swimming pools (a 50 meter and a 25 yard therapy/recreation pool), restrooms, lockers and showers.

The successful firm/organization will be expected to staff, equip, and operate (including maintenance and insurance) the facilities necessary to offer the desired services. In May 2000, based on the outcome of a similar solicitation, the Board awarded a four year lease, based on sales revenue to be paid to the County in the amounts of 15% of “In House” gross sales and 20% of “Swim Meet” gross sales. *In this solicitation, it is the County’s intent to enter into a lease agreement based on a “fixed” monthly fee opposed to a percentage of gross sales.*

1.0 SCOPE OF SERVICES: Detailed Scope of Services is as follows:

- 1.1 Successful firm shall provide a fully stocked swim store with a minimum level of \$25,000 in inventory with extra inventory and sufficient staffing during swim meets, as required.
- 1.2 Successful firm will provide and train all employees.
- 1.3 Successful firm will provide a computer/cash register for optimum store management.
- 1.4 Successful firm will be required to be open for business a minimum of 2,000 hours per year, including swim meets. The swim shop is currently open for business Monday through Thursday 10:00 AM – 7:00 PM, Friday 10:00 AM – 6:00 PM and Saturday 10:00 – 4:00. The Aquatic Center is closed on Sundays and on the following holiday’s: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving (two days) Christmas Eve and Christmas Day.

2.0 SITE IMPROVEMENTS: The Successful firm may conduct leasehold improvements at their own expense, including improving existing flooring and wall coverings. No improvements can be made without prior approval of Chatham County.

3.0 CHATHAM COUNTY REQUIREMENTS: Chatham County will provide the following services:

- A finished “Pro Shop” lease area as described herein.

- Provide and financially support all utilities *except for telephone service*.
- Will maintain exclusive rights to all swim meets held at the facility.
- Provide and financially support all facility maintenance and repairs not considered as “Site Improvements”.

4.0 INSPECTION OF LEASE AREA: All interested firms are encouraged to visit the Chatham County Aquatic Center to familiarize themselves with the facility *prior to submitting a lease quotation*. Site visitations can be arranged by contacting Mrs. Misty Bethune-Selph, Recreation Facilities Manger, at (912) 652-6794.

5.0 AUDIT AND INSPECTIONS: At any time during normal business hours and as often as the County may deem necessary, the Successful firm shall make available to the County and/or representative of the Chatham County Department of Internal Audit for examination, all of it’s records with respect to matters covered by this agreement. It shall also permit the County and/or representatives of the Department of Internal Audit to audit, inspect, examine, and make copies, excerpts, or transcripts from such records of personnel and other data relating to all matters covered by this agreement.

6.0 QUARTERLY REPORT REQUIREMENTS: For information purposes only, the Successful firm will submit to the Recreation Facilities Manager, a Quarterly report which shows all gross sales.

7.0 BUSINESS LICENSE/TAX CERTIFICATE: A current Chatham County or municipal business license (within the State of Georgia) is required for the duration of the agreement. A firm need not have a Chatham County business license prior to submitting a quotation. However, a license must be obtained by the successful firm prior to award of a lease. The cost of all licensing shall be included in firms lease quotation. Please contact the Chatham County Department of Building Safety and Regulatory Services at (912) 201-4300 for additional information.

8.0 INSURANCE REQUIREMENTS: The successful firm will be required to procure and maintain, for the duration of the agreement, insurance against claims and injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included firms lease quotation. Successful firm will provide the County with a current Certificate of Insurance with the coverages as follows:

- Worker’s Compensation: Statutory, with a minimum Employer’s Liability limit of \$500,000.
- Commercial General Liability: \$1,000,000 Bodily injury and property damage per occurrence and annual aggregate.
- Business Automobile: \$1,000,000 Combined Single Limit written on an “Any Auto” basis.

9.0 LEASE AGREEMENT TERM: Lease Agreement term will be for a period of one year with automatic renewal options for four (4) additional one year terms, if all parties agree, unless the County takes affirmative action not to renew because of unsatisfactory performance.

10.0 SUBMITTAL OF LEASE PAYMENT: Lease payment will be due by the 10th of each month in accordance with the monthly fee schedule quoted herein (Page 5). A 10% late payment fee will be charged and may result in contract termination at the discretion of Chatham County.

All lease payments are to be hand delivered or mailed to:

Chatham County Aquatic Center
Attention: Mrs. Misty Bethune-Selph, Recreation Facilities Manager
7240 Sallie Mood Drive
Savannah, Georgia 31406
(912) 652-6794

11.0 SUBMITTAL REQUIREMENTS: Firms responding to this solicitation are required to provide the following information with quote submittal (This information can be provided in the form of a cover letter and/or attachments):

- Firm History: State how long that your firm has provided “Swim Shop” services and include a current Tax Certificate/Business License.
- Provide references of existing or past service accounts along with the name, address, and phone number of respective contact person.
- Provide a list that includes the brand name(s) and retail prices of items to be offered or made available for sale in the “Swim Shop”.
- State any discounts that will be offered to County employees and/or Swim Teams.

ALL QUOTATIONS ARE TO BE FAXED TO: CHATHAM COUNTY PURCHASING DEPARTMENT AT (912) 790-1627, AND ARE TO BE RECEIVED NO LATER THAN 14 OCTOBER, 2010 AT 2:00PM.

THIS QUOTATION WILL REMAIN IN EFFECT FOR _____ DAYS FROM THE DATE OF QUOTATION RECEIPT.

DISCOUNTS _____

Current Bus. License No. _____

TERMS _____

City _____

BY: _____

County _____

VENDOR

PRINT NAME

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

MINORITY VENDOR _____ /YES _____ /NO _____

WILLIAM R. PARSON, PURCHASING AGENT
CHATHAM COUNTY, GEORGIA

CHATHAM COUNTY, GEORGIA
 REQUEST FOR QUOTATION
RFQ #Q11-4-6

**ANNUAL CONTRACT TO PROVIDE SWIM SHOP SERVICES
 AT THE CHATHAM COUNTY AQUATIC CENTER
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MONTHLY FEE TO BE PAID TO CHATHAM COUNTY

Month:	Monthly Total:
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
<i>TOTAL ANNUAL FEE:</i>	

REFERENCES

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

PHONE NUMBER: _____

EXCEPTION SHEET

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

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

CHATHAM COUNTY PURCHASING DIVISION

NO-BID STATEMENT

In an effort to make the procurement of construction, goods and services for Chatham County as competitive as possible, we are soliciting information from contractors and or vendors who cannot bid. Your "responsiveness" and "constructive" comments will be appreciated.

Completion of this form will assist us in evaluating factors which relate to the competitiveness of our bids. Please check any of the boxes below which may apply. Please explain any issues you feel needs addressing.

- Specifications - Restrictive, too "tight", unclear, specialty item, geared toward one (1) brand or manufacturer only. (Explain below)
- Manufacturing - Unique item, production time for model or item has expired, etc.
- Bid Time - Insufficient time to properly respond to bid or proposal.
- Delivery Time - Specified delivery time cannot be met.
- Payment - Delay in payment terms. Please be specific.
- Bonding - We are unable to meet bonding requirements.
- Insurance - We are unable to meet insurance requirements.
- Removal - From bidders list for this particular commodity or service.
- Keep - Our company on your bidders list for future reference.
- Project is - Too Large____ Too Small____ Site Location Too Distant_____.
- Miscellaneous - Do not wish to bid, do not handle this type of item (s), unable to compete, contract clause (s) not acceptable, etc. Please be specific.

CONSTRUCTION PROJECTS: Please provide reason for obtaining a bid package. Check one below.

Interest in this project as a Prime Contractor____, Sub-Contractor____, Supplier_____.

The intent in obtaining this information, is to utilize it to adjust procedures, if appropriate and to obtain maximum participation in the competitive bid process. Vendor comments are not restricted to those items listed. Please submit any statement relative to this bid which you feel has an impact on your inability to bid.

VENDOR STATEMENT

NOTE: RETURN THIS FORM ONLY IF YOU ARE NOT SUBMITTING A BID.

Bid Number Q11-4-6

Signature

**ANNUAL CONTRACT TO PROVIDE SWIM SHOP SERVICES
AT THE CHATHAM COUNTY AQUATIC CENTER**

Commodity number or Name

Firm Name

Telephone Number

Purchasing Agent...Telephone: 912-790-1626 or Fax: 912-790-1627

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 **ANNUAL CONTRACT TO PROVIDE SWIM SHOP SERVICES**

AT THE CHATHAM COUNTY AQUATIC CENTER pursuant to paragraph (7), of subsection (B) of

Code Section 50-24-3. Also, the undersigned further certifies that he/she will not engage in the

unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled

substance or marijuana during the performance of the contract.

CONTRACTOR

DATE

NOTARY

DATE

ATTACHMENT B

PROMISE OF NON-DISCRIMINATION STATEMENT

Know All Men By These Presents, that I (We), _____

Name

Title

Name of Bidder

(herein after company"),in consideration of the privilege to bid/or propose on the following Chatham County project procurement (**ANNUAL CONTRACT TO PROVIDE SWIM SHOP SERVICES**

AT THE CHATHAM COUNTY AQUATIC CENTER), 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 "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

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.

_____, 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 _____

2010 by _____ representing him/herself to be
_____ of the company named herein.

_____ Notary Public

My Commission expires: _____

Resident State: _____