



# REQUEST FOR PROPOSAL

## PARKS AND RECREATION CONCESSIONAIRE

*ISSUING AGENCY*

*WHITE CO BOARD OF COMMISSIONERS  
1235 HELEN HIGHWAY  
CLEVELAND GA 30528  
PHONE: 706-865-2235  
FAX: 706-865-1324*

*ISSUE DATE*

*MAY 2, 2023*

*PROPOSAL CLOSING DATE  
PROPOSAL CLOSING TIME*

*WEDNESDAY, MAY 31, 2023  
3:00PM*

*PROJECT NUMBER*

*2023-RFP-PR05022023*

## **1.0 INTRODUCTION**

### **1.1 Purpose of Procurement**

The White County Board of Commissioners is requesting sealed proposals from qualified vendors and individuals for the services of concessionaire at the Parks and Recreation facilities.

### **1.2 Proposal Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated § 50-5- 67(a), White County certifies that the use of competitive sealed proposals will be practical or advantageous to the County in completing the acquisition described in this document.

The owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received, and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

### **1.3 Schedule of Events**

The Request for Proposals shall be governed by the following schedule:

<b>DATE</b>	<b>ACTIVITY</b>
May 2, 2023	Release of RFP
May 12, 2023, 12:00pm EST	Deadline for written questions to Finance Director
May17, 2023, 5:00pm EST	Answers to written questions and addenda posted to website
May 31, 2023, 3:00pm EST	Proposals Due

### **1.4 Restrictions on Communications**

From the issue date of this RFP until a vendor is selected and the award is announced, contractors are not allowed to communicate about this project with any County staff or elected officials except: 1) through the Finance Director named herein, 2) at Pre-Proposal meeting (if applicable to RFP) or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any vendor violating this provision.

### **1.5 Pre-Proposal Meeting & Site Visit**

No pre-proposal meeting is being held for the Request for Proposal. A site visit may be scheduled with the White County Parks and Recreation Department by calling (706) 865-5275.

### **1.6 Questions & Addenda**

All questions concerning this RFP **MUST BE SUBMITTED IN WRITING**, (email is preferred but fax and mail may also be used) to the Purchasing Assistant no later than 12:00PM, May 12, 2023.

Misti Byrd, Purchasing Assistant  
White County Board of Commissioners  
1235 Helen Highway  
Cleveland, GA 30528  
mbyrd@whitecounty.net  
Fax: 706-865-1324

No response to inquiries, other than written, will be binding upon the County. White County reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the county website, [www.whitecounty.net](http://www.whitecounty.net) under the Bids/RFPs page no later than 5:00 PM, May 17, 2023. A signed copy of any addenda shall accompany submitted proposals. **Contractors are advised to check the website for addenda before submitting their proposals.**

### **1.7 Contract Term**

The contract between the County and the vendor shall become effective upon signing and shall remain in force for one year. The contract may be renewed according to the terms stated herein for two (2) additional one (1) year periods.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If, at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

No fees will be due by White County Board of Commissioners or the White County Parks and Recreation Department as a result of this RFP or contract.

White County reserves the right to terminate contract, with 30 days written notice, for any violations in the terms of this agreement, rules, laws or unreconciled issues arising as a result of this agreement. Vendor agrees to provide 30 days written notice and complete any ongoing activity period if Vendor chooses to opt out of an agreement with the County.

## **1.8 Bonds**

Proposal Bonds	Not Required
Payment Bonds	Not Required
Performance Bonds	Not Required

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this proposal document, 6.28 “Proposal Bonds, Performance and payment Bonds.”

## **1.9 Exception to RFP**

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An “exception” is defined as the Proposer’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken **must** be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the Proposer provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Proposer’s solution must be explained in detail.

The County welcomes innovative suggestions and recommendations from Proposers that will ensure a 100% successful service approach.

## **2.0 SCOPE OF WORK**

The White County Board of Commissioners is requesting sealed proposals from qualified vendors and individuals for the services of concessionaire at the Parks and Recreation facilities.

It is the intent that White County award this project to two (2) vendors (Vendor A and Vendor B). Vendor A will operate the Parks and Recreation Center Gym and Yonah Preserve Ballfields. Vendor B will operate the Tesnatee Sports Complex.

There may be times spanning one or two weeks where sports may overlap as one sports season concludes and one sports season is beginning. Operation of concessions will primarily be during basketball, baseball/softball and soccer seasons. This does not include concessions for football game days.

The vendor shall supply all equipment and staff necessary to effectively:

- Deliver high quality concession services in accordance with industry standards. Food service will meet all applicable federal, state and local guidelines, laws and regulations.
- Operate the park’s concession services using experience and professionally trained personnel.
- Operate the park’s concession services in a cost-effective manner.
- Maintain an open, collaborative relationship with the administration and staff of the White County Parks and Recreation Department.

**Concession Stands**

- Concession stand(s) shall be open for all regular season games, including make-up games, play-off games and tournaments scheduled by the White County Parks and Recreation Department.
- Concessions will be open for practices and games.
- The Vendor may not open concession stand(s) for any park or charity related fundraisers, unless requested by White County Parks and Recreation Department.

**Locations**

The White County Parks and Recreation Department has three separate park locations with concession stands; Yonah Preserve Complex, Asbestos Road Park and Tesnatee Sports Complex. All are located within White County.

**Vendor A:**

Yonah Preserve Complex is located at 899 Mt. Yonah Drive, Cleveland, Georgia, 30528.

<b>Location of Concession Stand</b>	<b>Hours of Operation</b>
Center of baseball fields cloverleaf	Monday, Tuesday, Thursday: 5pm-10pm Saturday: 8am-4pm or later Some Fridays During Baseball / Softball

*\*This location is primarily used for baseball.*

Asbestos Road Park is located at 327 Asbestos Road, Cleveland, Georgia, 30528.

<b>Location of Concession Stand</b>	<b>Hours of Operation</b>
Gym	Monday, Tuesday, Thursday: 5pm-10pm Saturday: 8am-4pm or later Some Fridays During Baseball / Softball
Upper Level Ball Fields	

*\*This location is primarily used for baseball.*

**Vendor B:**

Tesnatee Sports Complex Park is located at 111 Frank B. Meaders Drive, Cleveland, Georgia, 30528.

<b>Location of Concession Stand</b>	<b>Hours of Operation</b>
Upper Level @ Entrance	As Needed for Scheduled Events

*\*This location is primarily used for soccer.*

The Vendor hereby agrees to abide by all rules, regulations, and ordinances regarding the use of Park property and the concession stands, including the prohibition of alcoholic beverages and tobacco products.

### **Product Specifications**

The County seeks a variety of products to be sold by concessionaire to meet the expectations of our staff and citizenry. Products sold should be of a high customer preference. Dated products must be replenished to maintain freshness.

*Note: Sunflower seeds, bubblegum and peanuts are not to be sold in recreation center gym.*

In an effort to promote healthy lifestyle choices, the White County Parks and Recreation Department encourages proposers to provide several healthy food and drink options.

### **Routine Maintenance & Cleaning of Premises**

- The Vendor shall be responsible for routine cleaning and housekeeping of food service preparation, service and storage areas.
- The Vendor must maintain standards of sanitation required by state and/or local regulations.
- The Vendor shall provide all cleaning supplies for the concession areas and equipment.
- The Vendor shall be responsible for properly removing trash after each day of use.
- The Vendor is responsible for turning out all lights before leaving locations.
- White County shall perform facility inspections when deemed necessary, with or without advance notice to the successful vendor, and such inspections shall not interfere with operations.

### **Equipment & Damage**

- The Vendor shall have the sole responsibility to maintain all equipment in all concession stands.
- The Vendor assumes full risk and responsibility for any loss, destruction or damages to the County's equipment.
- The Vendor shall be responsible for all damages and the cost of all repairs in the concession area if Vendor or agent is found negligent.
- White County shall not be liable or responsible for damage or loss of equipment, food or beverage products incurred by the Vendor or the agent/contractor/supplier of Vendor.
- The County shall take such measures as is possible within existing policy for protection against loss by pilferage or destruction.
- The County has limited equipment that may be used by vendor. The county will not replace un-operable equipment. Vendor is responsible for propane for gas grill.
- The use of deep fryers is prohibited in all concession stands.

### **The County Shall Provide**

- The County shall provide extermination services.
- The County shall provide general maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces.
- The County shall be responsible for providing the proper utilities (electricity) to concession stands. The Vendor shall be responsible for installing and connecting any necessary equipment to the utilities.
- The County shall not guarantee an uninterrupted supply of electricity except that it shall be diligent in restoring service following an interruption.
- The County shall not be liable for any losses which may result from the interruptions or failure of any utility service.

### **Permits & Licensing**

- Concessionaire is no longer required to hold a valid Georgia Food Service Permit but for the purposes of maintaining the facilities, vendor must adhere to the standards set forth in permit guidelines. Visit [www.georgiaeh.us](http://www.georgiaeh.us) under Food Service for more information.
- Successful vendor must hold a valid Business License at time of proposal and a copy must be filed as a part of proposal. This license does not have to be a White County Business License at time of submittal if you do not have a physical location within White County.

#### **Management Agent/Employees**

- The Vendor shall appoint a main point of contact, or agent, who will routinely review and inspect operations and consult with the County on current and future services.
- The Vendor's agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Vendor's behalf in any and all matters pertaining to the contract.
- All Vendors' employees must present a neat and clean appearance while performing under this contract.
- The Vendor and their employees and/or agents shall park motor vehicles only in a place(s) designated and/or approved by the contract administrator.
- Only authorized personnel shall be allowed to enter the concession stand(s). The Vendor shall limit access to those persons in their employ.
- The Vendor shall display signage in a conspicuous location at each concession stand showing naming the business which provides the concession services and contact information for complaints, questions or concerns.

#### **Revenue**

- The Vendor is required to provide as part of their response to this RFP the statement format that will be used to document monthly revenue. The ideal statement will itemize sales activity on a per stand basis detailing period of report, location, weekly and year-to-date revenue. Percentage paid should be based and reflected in this report.
- The report shall be arranged that the total revenue and commission due is clearly indicated.
- The Vendor shall make weekly payments to White County on each Monday for the proceeding week.
- The Vendor is responsible for maintaining audit requirements in its financial records.
- The Vendor shall agree to bear any and all loses sustained due to theft of monies and/or damage to its equipment while housed within County facilities.
- The Vendor is responsible for any and all taxes on property owned by the Vendor.
- White County makes no warranty, either expressed or implied, of the annual sales potential to be realized from this contract.

#### **Pricing**

- The retail price of all products shall be determined by the Vendor. However, prices charged must be comparable to like items in the local market area.
- **All Coca Cola products must be ordered through the White County Recreation Department – once the county is invoiced the concessionaire will issue payment to the county within 7 days.**

#### **Commissions**

Proposals shall consist of a percentage of the gross sales, payable to White County Parks and Recreation for facility use and utilities.

#### **Subleasing**

- The Vendor shall not sub-lease the facilities.

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given.

#### **3.1 Proposal Requirements**

- a. A transmittal letter that states the Proposal is submitted in response to **Parks and Recreation Concessionaire RFP Project# 2023-RFP-PR-05022023**. Letter must be signed by a person authorized to enter into a contractual agreement on behalf of the submitting firm. Name, title, email address and phone number shall be included for a contact person.
- b. Completed Pricing Proposal (Appendix C) that addresses all elements of the Scope of Work referenced in Section 2 of this RFP, sealed in a separate envelope/package.
- c. Qualifications Information requested in Section 4 of this RFP.
- d. Evidence of Insurance.
- e. Bidder's Certification (Appendix A)
- f. E-Verify Affidavit (Appendix B)
- g. Signed Contract (Appendix D)
- h. Signed Addendum (if any)
- i. Copy of current Business License

#### **3.2 Pricing Proposal**

The Pricing Proposal must be signed by an authorized individual/officer of the firm along with company name and address and printed name of authorized individual/officer. Complete the Pricing Proposal (Appendix C) and provide additional supporting information as required to clarify pricing.

**The Pricing Proposal must be submitted as a separate, sealed envelope/package.**

### **4.0 QUALIFICATIONS INFORMATION**

Qualifications information together shall not exceed 20 pages. Provide the following qualifications information:

- a. Business location and officers of the firm (company background)
- b. Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.
  - i. If a public company, include a recap of the most recent audited financial report.
  - ii. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.



- c. Business Litigation
  - i. Disclose any involvement by the organization or any officer or principal in any material business litigation within the last five (5) years. The disclosure will include an explanation, as well as the current status and/or disposition.
- d. Resumes of key personnel proposed to participate in the project including education background and employment history.
- e. A complete list of all relevant work performed for public entities within the last five (5) years, including contact names and telephone numbers.
- f. Copies of manufacturer installer certificates (if applicable to RFP). Contractors must be certified resellers of the products they provide and install.
- g. Logistics Plan. Proposers shall submit a brief description of proposed site management logistics including the following items:
  - i. Approach, planning and implementation of project
  - ii. Contractor's on site staffing, number of personnel and their primary duties.
  - iii. Space requirements for on-site materials storage.
  - iv. List of proposed subcontractors.
- h. As the above items are to be considered in selection of the Contractor, submission of this information shall be binding on the Contractor and shall not be changed without agreement in writing from the Owner.

## **5.0 PROPOSAL SUBMISSION AND EVALUATION**

### **5.1 Process for Submitting Proposals**

#### **5.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Contractor should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **5.1.2 Packaging of Proposal**

Mark the outside of the shipping package as follows:

### **Parks and Recreation Concessionaire RFP**

***FAILURE TO PROPERLY LABEL THE OUTSIDE OF THE SHIPPING CONTAINER MAY RESULT IN DISQUALIFICATION.***

Inside the shipping container, the proposal in response to this RFP must be divided into **two separate** and appropriately **labeled** and sealed packages - a Qualifications Proposal and a Pricing Proposal. The inner packages shall be labeled with the submitting firm's name.

1. The contents of the sealed, inner package labeled "**Qualifications Proposal**" will include an original and two (2) copies of each of the following:
  - Transmittal letter referenced under Section 3.1 of this RFP
  - Bidder's Certification (Appendix A)

- E-Verify Affidavit (Appendix B)
  - Signed Contract (Appendix D)
  - All qualifications information referenced under Section 4 of this RFP
  - Proof of Insurance
  - Signed Addendum (if any)
  - Copy of current business license
  - Required information referenced in Section 2 of this RFP
2. The contents of the sealed, inner package labeled **“Pricing Proposal”** will include an original and two (2) copies of each of the following:
- Completed Pricing Proposal (Appendix C)

**Do not include price information of any kind in the Qualifications Proposal**

### **5.1.3 Submission of Proposals**

Proposals will be received by the White County Board of Commissioners Purchasing Assistant until 3:00 PM on May 31, 2023. The original and two (2) copies must be mailed, hand-delivered, or express mailed to:

**Misti Byrd, Purchasing Assistant  
White County Board of Commissioners  
1235 Helen Highway  
Cleveland GA 30528**

**Any submission received after the due date and time will not be evaluated.**

NOTE: Many express mail services do not guarantee overnight delivery times to White County. Any proposal received after 3:00 PM on May 31, 2023, will not be opened.

## **5.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted as follows:

### **5.2.1 Administrative Review**

The proposals will be reviewed by the Finance Director for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Qualifications Proposal and Pricing Proposal
3. All required documents have been submitted
4. Qualifications Proposal does not include any pricing information
5. All documents requiring an original signature have been signed and are included

### **5.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 3.0 are addressed satisfactorily.

### **5.2.3 Qualifications Proposal Evaluation**

Proposals which pass the Mandatory Requirements Review will then be evaluated based on the qualification factors. Qualifications information will be scored as follows and may receive a maximum of one hundred (100) points.

Company Background	10
Personnel Qualifications	20
Relevant Work	25
Project Approach	20
Pricing	<u>25</u>
Total Points	100

### **5.2.4 Pricing Proposal Evaluation**

The Pricing Proposals from bidders not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

### **5.2.5 Oral Presentations**

The County reserves the right to invite Proposers to present their qualifications.

### **5.2.6 Selection of Proposal**

Upon completion of the evaluation process, White County will select the proposal that is in the best interest of White County.

## **5.3 Rejection of Proposals/Cancellation of RFP**

White County reserves the right to reject any or all submissions, to waive any irregularity or informality in a submission, and to accept or reject any item or combination of items, when to do so would be to the advantage of the County. It is also within the right of the County to reject submissions that do not contain all elements and information requested in this document. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the Contractors throughout this process.

## **6.0 TERMS AND CONDITIONS**

**See Section 1.0 Introduction and Section 2.0 Scope of Work for submission requirements specific to this Request for Proposal.**

### **6.1 RFP Amendments**

The County reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information will be posted to the County's website, [www.whitecounty.net](http://www.whitecounty.net), under the Bids/RFPs page no later than 5:00 pm, EST on May 17, 2023. **It is the Proposer's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.**

### **6.2 Agreement and Project Forms**

The agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien, and change order form(s) shall be used.

### **6.3 RFP Withdrawal**

A submitted RFP may be withdrawn prior to the due date by a signed written request to the Finance Director.

### **6.4 Costs for Preparing RFP**

The cost for developing the RFP is the sole responsibility of the contractor. The County will not provide reimbursement for such cost.

### **6.5 Conflict of Interest**

If a Proposer has any existing client relationship that involves White County, the Proposer must disclose each relationship.

### **6.6 Contractor Selection**

White County reserves the exclusive right to determine which Proposer should be awarded the contract. The County also reserves the right to reject any and all RFPs at its discretion, with or without cause.

### **6.7 Negotiations and Apparent Winner**

Prior to award, the apparent winning proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's RFP.

The County reserves the right to negotiate modifications and costs with the successful Proposer, provided that no such modifications affect the specifications set forth herein. The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the County.

## **6.8 Taxes**

White County is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. White County cannot exempt others from tax.

## **6.9 Compliance with Laws**

The contractor will comply with all State and Federal laws, rules, and regulations.

## **6.10 Non-Collusive Bidding**

Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, nor shall Contractor cause or induce another to withdraw a bid or proposal for the work. § 36-91-21.

If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

## **6.11 Cancellation**

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

White County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies or bonds.

Failure of the successful Proposer to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to White County. White County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it

may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful Proposer.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

#### **6.12 Conditions of Materials**

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

#### **6.13 Rejection of Submissions/Cancellation of Request for Proposal**

White County reserves the right to reject any or all RFPs, to waive any irregularity or informality in an RFP, and to accept or reject any item or combination of items, when to do so would be to the advantage of White County. It is also within the rights of White County to reject RFPs that do not contain all elements and information requested in this document. White County reserves the right to cancel this Request for Proposal at any time. White County will not be liable for any cost/losses incurred by the contractors throughout this process.

#### **6.14 Non-discrimination**

White County does not discriminate on the basis of race, religion, color, sex, national origin, age, or disability.

#### **6.15 Payment**

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. White County typically pays invoices on a net 30 basis. Invoices for construction related projects are paid on a draw method as negotiated and with a retainage of 5-10% held until all punch list items are completed.

#### **6.16 Insurance**

The contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project. The contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work. The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than \$1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may

arise by virtue of any statute or law in force within the State of Georgia, or which may be herein after enacted.

2. The Proposer agrees to maintain Comprehensive General Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the contractor, its subcontractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The contractor further agrees to protect, defend, indemnify, and hold harmless White County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.
5. The contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

### **6.17 Project Coordination**

The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communication from the County.

The contractor hereby agrees to replace any personnel of sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.

#### **6.18 Accuracy of Work**

The contractor shall be responsible for the accuracy of work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the contractor or latent defects in the products sold by the contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the contractor under this agreement, the contractor shall confer with the County for the purpose of interpreting the information supplied by the contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the contractor.

The contractor shall give immediate attention to these changes so there will be minimum delay to others, the contractor shall be responsible for errors and omissions and hold harmless the County and its agents as provided in the agreement.

#### **6.19 Ownership**

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the services required by this proposal, shall be the absolute property of the County and shall not be used by the contractor for purposes unrelated to this proposal without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the proposal/contract term except that contractor shall have the right to retain copies of the same.

#### **6.20 News Release by Contractor**

As a matter of policy, the County does not endorse the products or services of a contractor. News releases concerning any resultant contract from this solicitation shall not be made by a contractor without the proper written approval of the County. All proposed news releases shall be routed to the White County Clerk for review and approval.

#### **6.21 Severability**

It is understood and agreed by the parties hereto that if any part, term, or provision of this contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part term or provisions held to be invalid.



The County and the contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be White County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

## **6.22 Drug Free Workplace**

By submission of a proposal, the contractor certifies that the provisions of Code Sections 50-24- 1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug Free Workplace Act,” have been complied with in full. The Proposer further certifies that:

1. A drug free workplace will be provided for the contractor’s employees during performance of the contract; and
2. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the sub-contracting agreement, Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub0contractor’s employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
3. The contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

## **6.23 Assignment of Contractual Rights**

It is agreed that the contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this proposal or his right, title, or interest in or to the same, or any part thereof without written consent of the County.

## **6.24 Indemnity**

To the fullest extent permitted by law, the contractor will indemnify, defend, and hold White County harmless from and against any and all claims, damages, losses, and expenses, including but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Proposer or anyone for whom the contractor is responsible.

## **6.25 Appropriation of Funds**

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County’s obligation under said contract(s).

## **6.26 Documents Deemed Part of Contract**

All contract documents issued by the owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the owner.

#### **6.27 Open Records**

All materials submitted in connection with this Request for Proposal will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America, and the open records policies of the White County Board of Commissioners. All such materials shall remain the property of White County and will not be returned to the respondent.

#### **6.28 Proposal Bonds, Performance Bonds, and Payment Bonds**

A five percent (5%) proposal bond, a one hundred percent (100%) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to White County if stated as a requirement in paragraph 1.8 in the “Introduction” section of this proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury’s publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

#### **6.29 Georgia Security and Immigration Compliance Act**

Proposers submitting a response to this Request for Proposal **must** provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The forms are provided for completion, Appendix B.

#### **6.30 RFP Opening**

Only the names of the companies and individuals responding to the RFP will be read aloud publicly due to the fact that the proposals will be subject to an evaluation review for accurate submissions and qualifications. A list of names responding to the RFP may be obtained from Misti Byrd, Purchasing Assistant, [mbyrd@whitecounty.net](mailto:mbyrd@whitecounty.net), after the RFP due date and time stated herein.



## Appendix A

### **BIDDER'S CERTIFICATION** ***Parks and Recreation Concessionaire RFP*** ***Project# 2023-RFP-PR-05022023***

**Date of Proposal** \_\_\_\_\_

I certify that this Proposal is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information**

(Type or Print)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Tax ID Number

**Name and Mailing Address**

(Where to Send Payment)

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, & Zip Code

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Social Security Number

OR

**Name & Title of Person Authorized to Sign**

\_\_\_\_\_  
Name

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Title

**Proposals or Bids not signed shall be declared as "Non-Responsive"  
and may not be considered for award.**



## Appendix B

### E-Verify Affidavit

*Georgia Security & Immigration Compliance (GSIC) Act*  
**(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT**

White County Commissioner and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

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 the White County Commissioner has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/>* operated by the United States Citizenship and Immigration Services Bureau of 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 Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, 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 the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

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

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

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
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). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted F. May 25, 2007; eff. June*



## Appendix C

### **PRICING PROPOSAL – Page 1** ***Parks and Recreation Concessionaire RFP*** ***Project# 2023-RFP-PR05022023***

I have read and understand the requirements of this Request for Proposal Project# 2022-RFP-PR02042022 and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand White County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

**Vendor A:** The undersigned agrees, if awarded the contract, to pay White County \_\_\_\_\_% (percent) of gross commission sales for the concessionaire services at the White County Parks and Recreation concession stands.

**Vendor B:** The undersigned agrees, if awarded the contract, to pay White County \_\_\_\_\_% (percent) of gross commission sales for the concessionaire services at the White County Parks and Recreation concession stands.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Proposals or Bids not signed shall be declared as “Non-Responsive”  
and may not be considered for award.**

PRICING PROPOSAL – PAGE 2

*Parks and Recreation Concessionaire RFP*

Company Name: \_\_\_\_\_

Product	Size in Ounces	Price	Healthy Option Yes/No

**\*\*VENDORS MAY MAKE COPIES OF THIS FORM AS REQUIRED TO COMPLETE RFP\*\***

**THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL**

**CONTRACT FOR Parks and Recreation Concessionaire**

**STATE OF GEORGIA  
WHITE COUNTY**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **WHITE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the White County Board of Commissioners** (hereinafter referred to as the "**COUNTY**") and \_\_\_\_\_ (hereinafter referred to as the "**CONTRACTOR**").

**WITNESSETH:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and

**WHEREAS**, the proposal submitted (as attached) by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and

**WHEREAS**, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

**1. Character of the Work:**

The **CONTRACTOR** agrees to perform \_\_\_\_\_ **Parks and Recreation Concessionaire** \_\_\_\_\_, in a manner satisfactory to the **COUNTY**, set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

**2. Compensation:**

The **CONTRACTOR** agrees to pay the **COUNTY** for services rendered under this agreement in accordance with the bid price set forth in Exhibit "A". **CONTRACTOR** shall submit monthly statements of gross sales. **CONTRACTOR** shall make weekly payments to **COUNTY**. All payments shall be mailed to the **COUNTY**, unless prior arrangements to pick up the payment have been made.

**3. Term of Agreement:**

The term of this Agreement shall be for a period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

**4. Termination:**

If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

**5. Indemnification:**

The **CONTRACTOR** shall hold harmless and indemnify the **COUNTY** and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the **CONTRACTOR'S** performance of this Agreement.

**6. Proof of Insurance:**

The **CONTRACTOR** shall maintain insurance in the types and amounts stated below during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the **COUNTY** prior to commencing performance under this Agreement.

*Insurance- Contractor shall maintain at a minimum the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and with an endorsement naming White County as an additional insured; and (iii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman's Compensation and Employer's Liability in limits of liability as provided by statutes of the State of Georgia.*

**7. Assignability/Transferability:**

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **COUNTY**.

**8. Entire Agreement; Amendments:**

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

**9. Notices**

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the **COUNTY**:

White County Board of Commissioners  
Attn: Shanda Murphy – County Clerk  
1235 Helen Hwy  
Cleveland, GA 30528

If to the **CONTRACTOR**:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If sent via regular U.S. mail, such written notice shall be deemed to have been "received" three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

**10. No Waiver:**

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party's right to enforce such term or condition, and no waiver on



the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

**11. Immunity:**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

**12. Legal Construction; Severability:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**IN WITNESS WHEREOF**, the **COUNTY** and the **CONTRACTOR** have executed this agreement as of the first date above written.

**COUNTY:**

**CONTRACTOR:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

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

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

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

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

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