



PURCHASING DEPARTMENT

12 EAST 4TH AVENUE, SUITE 106 • ROME, GEORGIA 30161
PHONE: 706.291.5118 • www.romefloyd.com

Request for Proposals

Floyd Soccer Complex Rental

RFP #18-0531

Floyd County is requesting proposals from qualified individuals or firms for rental of the North Floyd Soccer Complex located at 102 North Floyd Park Road, Rome, Georgia 30165. The purpose of this proposal is to maximize the revenue generated from the rental of the soccer complex. Qualified firms or individuals must provide a usage plan which may include youth league soccer, clinics and camps. A tentative schedule must be provided outlining the various events and an approximate number of participants, if known. Time of use will be from 8am to dusk daily.

All questions should be sent simultaneously to Bill Gilliland, gillilandb@floydcountyga.org and Kevin Cowling at cowlingk@floydcountyga.org. All questions and answers will be posted to the joint City/County website www.romefloyd.com. Verbal answers to questions are not binding.

Proposals must be delivered to the Floyd County Purchasing Department no later than **May 31, 2018 at 3:00 pm.**, local time. No proposals will be accepted after that time. Proposals should be sealed and clearly marked on the exterior of the envelope, **Rental—North Floyd Soccer Park RFP- 18-0531.**

This contract will be for a maximum of four (4) years and six (6) months. Initially for (18) eighteen months beginning in July 2018 with the opportunity for annual renewal for another twelve (12) month period provided that both parties are agreeable to renewal. After the initial 18 months the contract will renew annually on a calendar year basis for a maximum of 4 years and 6 months.

It is the responsibility of interested parties to visit the www.romefloyd.com website frequently to insure receipt of any new information that may be provided.

BOARD OF COMMISSIONERS

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North Floyd Soccer Complex
Request for Proposals
RFP 18-0531

The Floyd County Government is requesting proposals for the Rental of the North Floyd Soccer Complex located at 102 North Floyd Park Road, Rome, Georgia 30165

The services to be provided by the tenant are as follows:

Crowd Control and Police:

The tenant will be required to provide a sufficient number of officers of the law to control the guest, parking and traffic at each event. At least one officer per five hundred (500) guests in attendance at any such event shall be required and such officers, traffic controllers and gate attendants will be employed so as to maintain proper crowd control and prevent the abuse of the premises.

Care of Premises:

The tenant shall at their own expense, take good care of the premises and will at their own expense, make all repairs which are necessary to maintain the premises in good order and condition as it was received. Acts of God or weather activities are exempted.

Facilities Maintenance:

The tenant will be responsible for the following:

1. After event cleanup including the fields, restroom and parking lot.
2. Striping the fields before events
3. Following the maintenance guidelines set forth by the Rome/Floyd Parks and Recreation Dept.
4. Insuring that "No Tobacco and No Alcohol policy" is followed.
5. Non-discriminatory use of premises-All leagues must be open to the public.

Rome/Floyd Parks and Recreation will provide the following:

1. Continuous access to the soccer fields complex during authorized operating hours.
2. Facility Maintenance- Fields, mowing etc., Restroom (pre-event); cleaning, necessary repairs, Parking lot repairs, etc.
3. Any alterations to the field will be made by Park Management only as deemed necessary.

4. Field One (1) must be available from July to November for use by the Parks and recreation for youth football.

Assignment:

This rental agreement is will not be assigned to any other party without an affirmative vote of the Floyd County Commission.

Concessions:

Operating of the concessions is negotiable. Interested parties submitting a proposal should also provide a proposal for the operations of the concession area.

Firms or individuals providing a proposal for the Soccer Operation should provide the following as part of their proposal:

1. Proposed hours of Operation if different from hours authorized
2. Proposed staffing
3. Proposed revenue split or lump sum amount to be paid monthly.
4. Amenities proposed if any.
5. Any improvements requested for the facility.
- 6 . Revenue projections for proposed contract period. Events only.

The successful firm will be required to sign a contract similar to the one provided as part of this RFP Package.

SAMPLE CONTRACT

Rome-Floyd Parks and Recreation Department

This rental agreement made and entered into this the _____ day of _____ 2018, by and between the **ROME-FLOYD PARKS AND RECREATION DEPARTMENT**, party of the first, hereinafter called Landlord, and the _____, party of the second part, hereinafter Tenant.

WITNESSETH:

PREMISES RENTED AND USE OF PREMISES

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto does hereby this day grant, demise and rent upon the terms and conditions herein stated, unto the Tenant those certain premises situated in Rome, Floyd County, Georgia, and more particularly described as follow, to wit: the premises known as North Floyd Soccer Complex, located in the certain area bounded by 102 N. Floyd Park Rd in the County of Floyd, Georgia, hereafter referred to as the _____ Soccer complex .

The Landlord does hereby grant, demise and rent the Soccer Complex together with all the improvements, tenements and appurtenances thereunto belong or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times. The Tenant does hereby this day rent and take from the Landlord, upon the terms and conditions herein stated, for the use of conducting youth soccer leagues, clinics, and camps, those certain premises, more fully described above, together with all improvements, tenements and appurtenances, thereunto belong or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

Time of Use

Tenant shall be permitted to occupy, use and enjoy the above described premises between the hours of 8am until dusk on:

FROM: _____ Through _____ 2022

Tenant shall have the use of said property for the consideration herein named at such times as may be agreed to from time to time between Landlord and Tenant.

Rent

The Tenant shall pay to the Landlord, for use of said premises, the sum of _____

Payment schedule as follows:

At time of contract signing: \$ _____

Additional payments schedule \$ _____

Reservation for use

The Landlord reserves the right to operate or negotiate concession stands during rental times. The Tenant will be permitted to sell game programs and other souvenir items deemed appropriate.

Radio/ television Rights

Landlord reserves all radio and television rights for events thence held upon the said premises so long as said events shall be compatible with the use hereinafter described.

Use of Premises

Tenant shall use the said premises for the purpose of conducting youth soccer leagues, clinics and camps on the described premises, the use of storage, restrooms, and athletic fields only. All leagues must be open to the public and properly advertised. Use of facility can be canceled due to inclement weather at any time by the Parks Superintendent or Parks Director.

Non-Discriminatory Use

Tenant will operate the said facility without discrimination based on race, sex, age, color, national origin, creed or handicap. No person shall be denied access to the said premises or otherwise barred from said premises based on any reason whatsoever.

Crowd Control and Police

Tenants agrees to employ, during its use of the said premises, sufficient officers of the law to control the crowd and parking at each contest. At least one officer per five hundred (500) people in attendance at any such contest shall be required and such other officers, traffic controllers and gate attendants shall be employed so as to maintain proper crowd control and prevent the abuse of said premises.

Care of Premises

Tenant shall, at his own expense, take good care of the premises and shall, at Tenant's own cost and expense, make all repairs which are necessary on occasions by Tenant's use of said premises and shall, after each use, deliver up the demised premises in good order and condition as it was received by Tenant, acts of God and damages by weather elements alone accepted. Failure to comply will be considered a breach of the agreement and the agreement may be terminated immediately.

Facility Maintenance

The Landlord shall be responsible for general facility, maintenance to include the fields, restrooms and parking lot. The Tenant will be responsible for striping the fields. The Tenant will be responsible for after game clean ups, to include fields, restroom and parking lot. The Tenant will also comply with all maintenance requirements set forth by the Landlord during use of the facility and equipment. Failure to comply will be considered a breach of the agreement and the agreement may be terminated immediately.

Alterations

Tenant shall not mark, paint, drill into or in any way mar or deface any part of the demised premises or the buildings located thereon except with written, expressed consent of Landlord, its agents or assigns or those persons in authority designated by Landlord to give such permission. Failure to comply will be considered a breach of the agreement and the agreement may be terminated immediately.

Requirements of Law

Tenant, at its sole expense, shall comply with all present laws, orders and regulations of the Federal, State and Municipal authority, and with any direction of any public officer, pursuant to law, which shall impose a violation, order or duty upon Landlord or Tenant with respect to the demised premises or the use thereof by Tenant.

No Tobacco Use and No Alcoholic Beverages

The Tenant hereby acknowledges that the Landlord has instituted a no tobacco and no alcohol or illegal drugs policy relating to the use of the demised premises. Therefore, Tenant agrees that it will strictly enforce a no tobacco use and no consumption of alcoholic beverages or illegal drugs policy at all times during its use and

occupancy of the demised premises. At all time the Tenant will direct its employees, agents and independent law enforcement officers to enforce the no tobacco use and no alcoholic beverages or illegal drug policy throughout the demised premises and will further take such action as necessary to remove from the demised premises all persons violating this policy.

Assignment

This lease shall not be assigned, subordinated or set over to any other person except upon the expressed written consent of Landlord.

Access to Premises

On the dates specified, Tenant shall have access to the said premises and Landlord shall not bar such access. Tenant shall have the right to enter upon said premises for the purpose of making preparation for athletic contest to be conducted under the terms of this lease. Landlord or Landlords agent shall have the right to enter the demised premises at all times to examine the same. Key holders will be limited to three (3).

Field one (1) will be made available to youth tackle football from July 1st through November, Sunday through Saturday.

Insurance

Tenant shall, at its own expense, obtain and maintain such insurance as may be necessary to save Landlord harmless from any actions at law or otherwise for the injury to any person, or property of other persons, while Tenant shall be in use of said demised premises. Such insurance policies as are necessary shall be approved by Landlord and Landlord shall be named a loss payee therein. Failure to comply will be considered a breach of the agreement and the agreement may be terminated immediately. A liability policy in the amount of \$2,000,000.00 umbrella coverage is required. A certificate of Insurance must be provided with Floyd County Government listed as the additionally insured.

End of Term

Upon the expiration or other term of this lease, Tenant shall quit and surrender to the Landlord the demised premises in good order and condition, ordinary wear and tear excepted, and Tenant shall remove all of its property therefrom. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the terms of this lease. The Landlord reserves the right to terminate this agreement with a 30 day written notice for any cause, or no cause at all.

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed, signed and delivered this agreement in duplicate the day, month and year first written, each of the said parties keeping one of the copies hereof.

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations of which a proposed price is supplied by the bidder.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to May 31, 2018 at 3:00 pm but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:

Company Name: _____

Phone: _____

Name Print: _____

Signature: _____

Email: _____

Date: _____

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd County; and
2. That the supplier has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
3. That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
4. That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	
Authorized Signature:	
Printed Name and Title of Person Signing:	
Date:	
Company Address:	
FAX Number:	
Email Address:	
*This table must be completed in its entirety by the supplier.	

ATTACHMENT

**FLOYD COUNTY BOARD OF COMMISSIONERS
DRUG-FREE WORKPLACE CERTIFICATE**

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the “Drug-Free Workplace Act” have been complied with in full. The Vendor further certifies that:

1. A drug-free workplace will be provided for the Vendor’s employees during the performance of the contract; and
2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that sub-Vendor the following written certification: “As part of the subcontracting agreement with (Vendor’s name), (sub-Vendor’s name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor’s employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7).”

By signature on this certificate, the Vendor further certifies that it 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.

Vendor: _____

By: _____

Name Printed: _____

Title: _____

Date: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Floyd County Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Address of Contractor

Name of Project

FLOYD COUNTY GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ____ in 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

(Notary Seal or Stamp Required)