

REQUEST FOR PROPOSAL

**Aquatics Services for Browns Mill Aquatic Center- Life safety,
Maintenance, Janitorial, Sales & Concession Service**

BID REFERENCE NO. 2020-005

Contact:

CITY OF STONECREST
3120 STONECREST BOULEVARD
STONECREST, GEORGIA 30038
PHONE: (770) 224-0200

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PROPOSAL REQUIREMENTS - RFP SECTION I

I. INTRODUCTION AND BACKGROUND

Introduction

The City of Stonecrest is seeking a qualified Aquatics/Waterpark Management vendor to provide Aquatics/Waterpark operations, concessions, maintenance and janitorial services to the City. The successful respondent will enter a contract with the City of Stonecrest for the provision of services related to Aquatics/Waterpark operations, concessions, janitorial and maintenance.

It is important that the City have the ability to select the most advantageous proposal based on the quality and scope of the proposal, proposed budgets, adherence to proposal City requirements as identified within this RFP, and the City's established deadline for initiation of Friday, February 28, 2020. The term of the services will be for roughly 8 months, commencing Monday, March 16, 2020 and expire on December 31, 2020 based upon satisfactory contract performance.

Background

The City of Stonecrest (CITY) is located on the southern portion of DeKalb County and has a current population of approximately 55,000. Our Parks and Recreation Mission is to provide the quality park, programs, services, and experiences that energize visitors and create life-long users and advocates. The city will provide and promote safe, healthy, and enriching recreational and educational opportunities that promote stewardship of Stonecrest's natural and cultural heritage.

For additional information or any questions concerning this bid document, please contact Sean DePalma, Parks & Recreation Director, 3120 Stonecrest Boulevard, Stonecrest, Georgia 30038; procurement@stonecrestga.gov.

II. SCOPE OF WORK

1.1 **Schedule and Operation of Aquatic Center.** Contractor shall provide for the operation of the pool from Memorial Day Weekend thru the Labor Day Weekend 2020 which includes the following activities.

A. Regular 2020 Public Season

Memorial Day Weekend	Saturday, 4 p.m. to 8 p.m. Sunday/Monday, 10 a.m. - 8 p.m.
June 6-7	Saturday/Sunday, 10 a.m. – 8 p.m.
June 1- August 2	Monday through Friday 1 p.m. to 8 p.m. Sundays, 1 p.m. to 6 p.m.
July 4th Holiday (Free Swim)	10 a.m. to 9 p.m.
Aug. 8 – 30	Saturday, 10 a.m. to 8 p.m. Sunday, 1 p.m. to 6 p.m.
Labor Day Weekend Monday, September 5	10 a.m. to 8 p.m. all 3 days Last day of season

C. Closures. The Contractor shall have the authority to close the Facility for the following reasons with the mutual agreement of the Director of Parks and Recreation:

- i. temperature below 65 degrees, or
- ii. imminent dangerous weather (e.g., inclement weather, high wind or lightning).

Contractor shall be prepared to reopen when the weather permits at least one-half hour after the last lightning strike is heard. If the Facility is to be closed for the day, there shall be a mutual agreement to do so between the Contractor and the City to close the Facility to the public.

C. Season Opening / Season Closing. The contractor shall also be responsible for opening and closing the Facility at the beginning and at the end of the swimming season, as herein specified, or as may be extended by mutual agreement between the Contractor and the City. In conjunction with opening and closing the Facility, the Contractor shall perform and furnish the following services:

- iii. Pre-season Preparations. Access to the Facility for pre-season preparation work shall be coordinated with the Director of Parks & Recreation. Pre-season preparation shall consist of the following:

1. Setup and prepare for usage all movable equipment, including tables, chairs, lounges, and lifeguard chairs, and shade covers, etc.
2. Clean, inspect and prepare vacuuming equipment.
3. Inspect and prepare all hoses.
4. Check and clean all gutters and drains, including gutter covers.
5. Drain and acid wash pools as necessary.
6. Fill pools.
7. Install ladders, check slides, place lifeguard chairs, place and clean furniture.
8. Check all pumps and motors.
9. Clean pool area within the pool enclosure.
10. Circulate water through filtration system.
11. Backwash filters and inspect for any defects.
12. Have pools ready for operation at least ten (10) days before opening day.
13. Report to City all operating deficiencies.
14. Be responsible for check out and handling of facility keys to staff.
15. Other items as assigned by the City.

ii. Operation of the Facility. The Contractor shall use reasonable care and

diligence to provide the following services for the actual operation of the Facility:

1. Complete a daily documented (written) safety check of the entire Facility, including large pool and baby pool.
2. Check and test all safety equipment.
3. Clean the entire Facility, including, but not limited to the following: guard office area, all areas within the fencing, and restrooms, including proper collection of waste, garbage, and all other debris. Restroom cleaning shall be completed prior to operational hours.
4. Enforce all rules and regulations stipulated by state regulations for public pools and the City (City Code CH.19) and suggest and advise regarding additional rules and regulations for the operation of the pool.
5. Maintain tests and records for the Facility as may be required by the State of Georgia, DeKalb County, and the City and meet all requirements for such.
6. Maintain any additional records for the Facility as required by the City.
7. Furnish and supply first aid kits adequate to the size and operation of the Facility. The First Aid Kit shall carry supplies for a minimum of 100 persons and at minimum include: adhesive bandages, sterile pads, gauge pads, eye pads, tape, dressings, elastic bandage, antiseptic, ammonia inhalants, rescue blanket, scissors, tweezers, latex gloves, clean wipes, eye wash, elastic gauze, butterfly closure, large bandage patch. The First Aid Kit should also include a pocket mask with a one-way valve, and a bodily fluid exposure kit. The Contractor shall also provide first responder first aid kits, including rubber gloves and pocket mask with one-way valve, for all on duty personnel.
8. Maintain, and operate the filter equipment in accordance with health department requirements.

9. Pools shall be vacuumed before the public enters the pool. This includes before the public enters for swimming lessons.
10. Backwash the filter system per manufacturer's recommendation as required.
11. Work with the City in handling guest complaints and reporting all complaints within 24 hours.
12. Conduct in-service training as per professional standards.
13. Contractor will clean the hair and lint strainers on all pumps and associated filtering devices daily or more often than daily on heavy use days. This should be done as needed or when managers and or Facility Supervisor notice a reduction in flow.
14. The Contractor shall retain a record log of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication shall be kept in the manager's office for the managers and to review daily.
15. Keep detailed records of any pull outs describing the circumstances surrounding the incident and denoting the specific location of the pull out.
16. The Contractor shall closely monitor levels of chemical available on site and anticipate the need and report to the City so the City may provide additional supplies in a timely manner.
17. The Contractor shall closely monitor record chlorine, acid, calcium hardness, total alkalinity levels at least every four hours and maintain accurate, complete records of testing for review by city.
18. The Contractor shall sell resident and non-resident pool passes and provide details and fees collected to the City. Contractor shall monitor pool pass user access at the pool.
19. The Contractor shall operate the concession at the aquatic center.
20. The Contractor shall ensure security all patrons including patrons in-line/process of entering the facility.

iii. Season Closing / Winterizing. At the end of the swimming season, as herein specified or as extended by mutual agreement between the Contractor and the City, the Contractor will winterize and close the pool and perform and furnish the following services:

1. Drain all drinking fountains.
2. Inspect pumps and motors and notify City of any malfunctioning equipment.
3. Remove and store movable equipment.
4. Drain and store all hoses.
5. Remove and store all plugs from plumbing.
6. Backwash all filters and inspect for any defects.
7. Leave all valves at appropriate settings.
8. Store all equipment.
9. Inspect all pool machinery and equipment and list parts required for next season's operation to the City.
10. Check all pool plumbing and electrical systems, notify the Director of Parks & Recreation of any problems.

11. Clean bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, deck area, storage areas, etc.
12. Drain all plumbing, removing any debris.
13. Remove hair and debris from hair and lint traps.
14. An end-of-season inspection shall be conducted immediately upon conclusion of the pool season, and a written report turned into the Director of Parks & Recreation. The Contractor shall perform reasonable inspections of all equipment and advise the City of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report. At the City's request, the Contractor shall provide specifications for the repairs and/or replacement and present to the City.
15. The Contractor shall also be responsible for inspecting pool signage and shall advise the City of any needed replacements to ensure safe Aquatics Center/pool operations. The City will be responsible for providing signs. The Contractor shall submit its year-end report to the Director of Parks & Recreation by *October 31st*.

2. Maintenance and Replacement of City Owned Equipment. The Contractor shall perform minor adjustments and maintenance to the equipment as part of its management Agreement, provided that the City shall pay for the cost of parts and materials upon prior approval of the City. The City will be responsible for the maintenance and replacement of the equipment, buildings, structures, utilities, and surrounding areas including shrubbery. The Contractor will try to prevent losses and damages to City owned property during hours of operation. Damaged or malfunctioning equipment should be reported immediately to Director of Parks & Recreation.

- (A) Operator shall, at its sole cost and expense, maintain, or cause to be maintained, the building and building systems, outdoor recreational areas, the parking lot and landscaping in good, clean condition and use as outlined above and in accordance with all applicable laws, including but not limited to health, fire and safety ordinances and laws, environmental regulations and such rules and regulations hereunder as may be binding upon Operator with reasonable wear and tear excepted throughout their useful life. Operator will be responsible for all recurring and normal maintenance of the premises, while City shall be responsible for any Capital Renewal and Capital Improvement costs shall include any single maintenance item or need which exceeds ten thousand dollars (\$10,000) per occurrence. Operator must provide written notice and submit proof of such maintenance costs exceeding the ten thousand-dollar (\$10,000) threshold for City consent and approval of such costs. Any maintenance item which does not exceed ten thousand dollars (\$10,000) per occurrence shall be the sole responsibility.
- (B) **Improvements by the Operator.** Any alterations, improvements, installation or fixtures or major repairs to be undertaken by Operator shall have the prior written approval of City after Operator has submitted plan/work plan for any such proposed alterations, improvements, fixtures and major repairs to City in writing. Such consent shall not be unreasonably withheld by City.
- (C) **Custodial Services.** Operator shall keep the Properties in a safe, clean and neat condition. Operator shall at its sole cost and expense, be responsible for all custodial service and supplies necessary for the aquatic center, including the concession area and the associated grounds.
- (D) **Aquatic Management.** Operator shall be responsible for all aquatics management functions for the facilities, to include preparation of seasonal opening, water purity and chemical balance, winterization, maintain adequate records which reflect safety and maintenance inspections, chemical levels, incidents, in-service trainings and any other

information necessary to properly manage the aquatic center during this Agreement period.

- (E) **Inspection.** City and its representatives, employees, agents or independent contractors may enter and inspect the Properties or any improvements thereon at any time and from time to time to verify Operator's compliance with the terms and conditions of the Agreement and inspect the overall maintenance of the aquatic center.

2.1 Staffing/Personnel. The Contractor shall recruit, hire, conduct criminal and background checks, adequately train and furnish sufficient personnel for the operation of a safe and sanitary Facility. All lifeguards will hold a minimum qualification of an advance lifeguard and preferably be at least 17 years of age (credentials of certifying organization to be incorporated into the Agreement). All concession staff will hold a minimum qualification of Servsafe certification or equivalent. Said personnel will be furnished in a manner to operate the Facility in the safest manner possible and in the best interest of the City. All personnel must always be uniformly identified. All personnel employed by the contractor in the performance of fulfilling a contract for the operation of the Aquatic Center shall be considered employees of the contractor and not of the City. All personnel employed by the Contractor in the performance of its management Agreement for the operation of the Facility shall be considered employees of the Contractor and not of the City. All personnel employed by the Contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel. The Director of Parks & Recreation shall have the right to require replacement of any of the Contractor's employees whose conduct, character, or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within five (5) days. The Contractor shall give City of Stonecrest residents priority when hiring for all positions.

2.2 Concession Services. Contractor shall furnish all equipment to operate a viable concessionaire service. All concession staff will hold a minimum qualification of Servsafe certification or equivalent. Contractor shall maintain a valid Health Department license. Ensure posting for public visibility during all operational hours of all required licenses and certifications. Menu items and cost to the public will be subject to approval of the Director of Parks & Recreation. Contractor will commence operation of concessions within one (1) hour of aquatic facility opening to the public and remaining in operation until a minimum of one (1) hour prior to the aquatic facility closing to the public daily.

2.3 Additional Services. Contractor may wish to provide other services outside public swimming hours, including but not limited to, swim lessons, lap swimming programs, fitness classes, special events, after hour rentals and other specialized programs. These activities/programs will be subject to approval of the Director of Parks & Recreation, with staffing and fees for such programs the responsibility of the contractor, and outside the terms of the management Agreement. Provide a maximum of 150 youth seasonal passes for City summer camp participants.

2.4 Operational Supplies/Utilities. Contractor shall furnish all first aid supplies as specified, for the pool operation during the season. Contractor shall furnish all chemicals needed for all pools. Contractor shall provide janitorial supplies (e.g., paper towels, soap, trash bags, toilet paper, cleaners, and light bulbs) for the Facility. City shall furnish water, telephone, refuse collection, electricity, sewer, gas and pay for the same. Security and/fire alarm

monitoring fees should also be included. City shall provide four (4) sets of keys for locks that access the aquatic center, restrooms and equipment areas.

2.5 RENT Operator shall pay the City the Percentage Rent, without deduction, offset, prior notice, or demand, as follows:

- i Commencing in the third calendar quarter of 2020 and continuing quarterly each and every year throughout the term of this Agreement, Operator shall pay the City for the Aquatic Center at the times and in the manner specified within this Agreement a Percentage Rent. Percentage Rent shall be calculated by multiplying Operators gross revenues from the Aquatic Center for the applicable quarterly period by a factor of 20 percent (20%). The Percentages Rent shall be paid quarterly, in arrears within forty-five (45) days following the end of each calendar quarter. The Percentage Rent shall be calculated, and paid percentage rent received from the Operator into two separate and newly created capital improvement reserve accounts (“Reserve Accounts”) which shall be used solely by the City for capital improvement and major repairs within Aquatic Center. Use of this Reserve Account to improve and repair the Aquatic Center will be done in collaboration and coordination with the Operator.

RECORDS, REPORTS, AUDITS

- ii **Sales Recording and Records.** Operator shall record and report separately for the Aquatic Center at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a cash register or register, or a point of sale terminal or terminals, having a tape or internal memory that accumulates and consecutively number all transactions. A receipt from any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal shall be noted on and kept in a ledger.
- iii **Annual Gross Revenues Statements.** Within sixty (60) days following the end of each Operating Year during the Term, including the last Operating Year of the Term, Operator shall furnish the City with an audited statement of Operator’s annual gross revenues separately for each Waterpark on account of the previous Term Year, or any partial Term Year, including any authorized deductions, certified as correct by Operator by an authorized manager or officer Operator (“Annual Gross Revenues Statements”)
- iv **Audit Procedures.** The City shall be entitled to question at any time and from time to time during the Term of this Agreement, the sufficiency or accuracy of any Quarterly Gross Revenues Statements and Annual Gross Revenues Statements. During the term of this Agreement, the City may cause an audit of the Operator’s books and records by an independent accountant of the City’s own selection or by the City’s internal auditors and may, in connection with such audit, request that Operator (1) furnish the City with an Annual P&L Statement and (2) cause the books and records of Operators pertaining to the Aquatic Center to be made available for audit purposes as well.

III. PROPOSAL INFORMATION

To be considered responsive to this RFP and to facilitate evaluations, submittals should be organized in the order of the outline given below and include the following information.

Please include a title on each page of your proposal and number pages to ensure proper identification.

1. Cover Letter
2. Executive Summary
3. Evaluation and Selection Criteria
4. Proposed Compensation
5. References

Cover/Transmittal Letter

Each proposal must have a Cover/Transmittal Letter briefly summarizing the qualifications and experience relevant to the scope. Please include in the letter the following:

- Company's information including qualifications, name of company (include any dba names); headquarters and parent company locations; and brief history of the company.
- Company's mailing address, contact person, telephone number for primary contact person, and email address.
- A principal or officer of the company authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

Company Experience and Capacity

Provide information on the Company's qualifications and include the proposed methodology for accomplishing the tasks described in the RFP.

Respondents shall provide the below information in this section of the proposal:

- History of the company, including but not limited to year of inception, organizational chart for the agency, and name of all principals within the firm (years with the firm).
- Provide information on whether your company has been involved in any recent acquisitions or mergers within the last five (5) years and if this applies, provide specific details on whether the acquisition or merger has been consummated and the status of such consolidation.
- Address whether your company is currently in default on any services or purchase agreement, loan agreement or financing arrangement with any bank, financial institution, or other entity and if yes, specify date(s), details, circumstances, and prospects for resolution.
- Staffing levels to include size and experience of the staff and team (names and titles of individuals) and number of employees that would be assigned to this contract; resumes of key personnel on the team and their roles; and three (3) references for each key personnel on the team. Include experience with lifeguarding, supervising of

- aquatic staff and management of aquatic facility.
- Identify relevant/direct aquatic facility management experience and qualifications/evidence of lifeguarding experience to include the specific years; list of clients and portfolio managed within the past five (5) years to include life safety/lifeguarding, aquatic facility maintenance and repairs, point of sales, concessions and customer service. The Responder must provide evidence of financial capacity to undertake the proposed contract.
- Include a summary of the management philosophy, ongoing training efforts within the company.
- Corporate financial statements and bank references under separate cover to be opened and reviewed upon request. (Please note that the City reserves the right to conduct or seek background or credit reports on the applicant(s) in conjunction with their proposals.)
- Identify any actual or potential conflicts of interest.
- A statement that the applicant agrees to submit any information needed by the City for the City to perform its own due diligence in reviewing all proposals;
- A statement from the applicant indicating any foreclosures in the past ten (10) years for any individuals or parties who are owners of a 10% or more beneficial interest in the entity making the proposal.

Proposed Aquatic Management Plan

Provide an outline of your plans to operate Browns Mill Aquatic Center, and include the below:

- Life safety, lifeguarding practice, coverage of pools/aquatic apparatus, pool deck, overall facility, EAP, chronic AC procedure.
- Maintenance & janitorial practices and policy.
- Concession & customer service point of sale and policies/procedures.

Provide any other pertinent information on how your firm would approach this work to include how each segment will function to deliver the necessary services and how these different segments are managed to coordinate the required services and typical duties.

Proposed Compensation

Indicate your proposed compensation based on the Scope of Services in this RFP and provide a detailed breakdown of how it is calculated. Identify all other expenses or fees associated with your agency's proposed services.

The fee quoted should be presented as revenue to the City. If another methodology which differs from the above is provided to the City in calculation of operation cost, the City reserves the right to determine the best methodology for consideration to meet its needs. The fee quoted by the Responder is subject to evaluation, selection, and negotiations.

References

The Responder shall provide three customer/client references within the past five years to include the name of the customer/client, contact person, email address and telephone number.

IV. RFP PROCESS/SUBMITTAL OF REQUIREMENTS

Proposal Submission Requirements

Delivery: One (1) unbound marked “original” & four (4) marked “copy,” **which must be typewritten or printed in ink**; include one electronic .pdf copy; delivered to the below address by the **deadline of 5:00 p.m. on February 28, 2020:**

CITY OF STONECREST
Procurement Department
3120 STONECREST BOULEVARD
STONECREST, GEORGIA 30038

Proposals should be clearly marked on the outside as “RFP Bid Reference No. 2020-005,” and be complete submissions including any exhibits and attachments. The person signing the bid form must initial any changes or corrections made to this proposal using blue ink.

Proposals submitted after the deadline or to other locations will not be accepted.

Proposals must be submitted in a manila or other sealed envelope. The envelope must be complete with the bidding company’s name, bid title, bid number and bid date. No proposal may be withdrawn or modified in any way after the bid opening deadline. The City assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. If proposals are delivered other than by hand delivery, it is recommended that the proposer verify delivery. Any proposal received after the specified time and date will not be considered and will be returned unopened to the Proposer.

If descriptive literature is attached to the bid, bidding company’s name, bid title, bid number and bid date must appear on all sheets.

If there is any question whatsoever regarding any portion of the instructions or specifications, it shall be the bidding company’s responsibility to seek clarification immediately from the City of Stonecrest Purchasing Department during the question period stated herein. **It shall be the bidder’s responsibility to check the City’s website (www.stonecrestga.gov) for any/all addenda(s).** Answer(s) to all questions will be given after the deadline for questions has expired, and posted on the City’s website, if applicable, within the specified timeline herein.

Any variation from the specifications must be clearly stated by the bidding company in writing and submitted with the proposal.

The apparent silence of the specifications and any supplement specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be of the best quality. All interpretations of specifications shall be made upon the basis of this statement.

The following bid shall be awarded to one “responsive” bidder on a total lump sum price basis. Unit prices and extensions will be verified and total checked. Unit price extension and net total must be shown.

No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. The proposal must be signed by an official authorized to bind the offeror.

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City. The City reserves the right to request additional information from a respondent(s) as deemed necessary to analyze responses.

The City does not discriminate based on race, age, sex, national origin, religion or disabilities and is an equal opportunity employer. Minority and women-owned businesses are encouraged to apply.

The City strongly encourages Small Business firms to participate in this RFP.

All Corporations should provide corporate seal, a copy of the Secretary of State’s Certificate of Incorporation, and a listing of the principals of the corporation with the submittal.

The City of Stonecrest desires delivery of the material or services specified at the earliest possible time after the date of award. An unreasonable delivery proposal may be cause for disqualification of a bid. Each bidder shall state a definite time and avoid using the terms ASAP or approximately so many days.

The bidder or contractor shall provide copies of **Workers’ Compensation Insurance** with a limit of not less than required by the State of Georgia or otherwise stated in the bid instructions. In addition, a copy of your **Commercial General Liability Insurance** (if applicable) shall be provided.

All prices shall be for delivery, our destination, and F.O.B. freight prepaid and allowed, Stonecrest, Georgia, unless otherwise shown (if applicable).

Federal or State tax is inapplicable. The City of Stonecrest Federal tax identification number (FIN) is 82.1294890. The City of Stonecrest **is tax exempt** under the laws of Georgia.

A copy of the City’s standard contract is attached as an exhibit to this RFP. Once the RFP is submitted, the material terms of this contract ARE NOT NEGOTIABLE. Failure to agree to the terms of the Agreement after award of bid shall authorize the City to reject bidder.

Other Considerations

1. All materials submitted in response to this RFP become the property of the City and will be returned only at the option of the City. The City reserves the right to use any or all ideas presented in any response to the RFP, and selection or rejection of the proposal does not affect this right.
2. After the initial review of proposals, the City may invite representatives of firms responding to this RFP to discuss the proposal with key personnel who would be engaged in the provision of services. Such interviews will be conducted for fact finding and explanation purposes and

will not include negotiation. The City will not be liable for expenses incurred for any such interview.

3. Until the City acts formally to approve a contract, and until such contract is signed by both parties, the City is not legally obligated in any respect.
4. The successful responder must maintain all licenses, permits, certifications, and other authorizations necessary to provide the needed services as required by federal, state, or local laws.
5. The successful responder will be required to indemnify, defend and hold the City, its officers and employees harmless from and against all losses, claims, suits or judgments, including payment of attorneys' fees and costs, incurred or asserted against the City as a result of or arising from the firm's negligent acts or omissions. This provision of a contract resulting from this RFP will survive the expiration or termination of the contract.

V. TIMELINE FOR RFP

The proposal shall follow the below time period:

Friday, January 31, 2020	Proposals Advertised
Thursday, February 20, 2020 – 11:00AM	Pre-bid Conference
Friday, February 21, 2020	Last Day for RFP Questions Deadline by 3:00 p.m.
Tuesday, February 25, 2020	Responses to Questions by City
Friday, February 28, 2020	Proposals Submission Deadline by 5:00 p.m.
Monday, March 9, 2020 (Award at City Council meeting)	City Recommendation (subject to change)
Tuesday, March 10, 2020	City Council Approval (subject to change)

VI. EXHIBITS

The following documents are attached:

- Exhibit A – Sample contract
- Exhibit B – Insurance Requirements
- Exhibit C – Contractor Affidavit

VIII. SELECTION COMMITTEE CRITERIA

The City does not discriminate in any aspect of contracting based on age, race, color, national origin, creed, disability, marital status, gender or sexual orientation. Proposals will be evaluated but not limited to, the following criteria:

- **Completeness of Submission of Requested Information Specified**
- **Cost for Services and Innovation in Potential Cost Savings to the City**
- **5 years Aquatic Management Experience and Qualifications**

- **Organizational Capacity to Operate Aquatic Center Including Concessions**
- **Proposed Aquatic Management Plan**
- **References**

Following the deadline for receipt, Responders may be interviewed before a final recommendation is made.

IX. APPROVAL/SELECTION PROCESS

The Aquatics/Waterpark Facility and Management contract for services will be conveyed to the most advantageous proposer, as determined by the City after a final review with the Stonecrest Mayor and City Council. The selection process will be made in three (3) phases:

1. Each proposal will be reviewed for completeness to determine whether all minimum requirements set forth in Part II have been met, and any proposal not meeting those requirements will be eliminated from consideration;
2. The remaining proposals will be evaluated in accordance with the RFP Requirements, Selection Committee Criteria, and ratings of evaluators;
3. The evaluations will be reviewed in conjunction with the submittals of the proposal, the results of any interviews and any additional information requested by the City on which basis the most advantageous proposer will be identified.

During the Selection Process, the City reserves the right for any reason deemed appropriate by the City: to waive portions of the RFP; to waive any minor informality in the proposal; to request "best and final" offers; to reject any and all Proposals; to terminate the RFP; and to issue a new RFP.

Proposal Review

All proposals will be reviewed by an Evaluation Committee. Members of the Committee shall include the Purchasing Manager and members from the City department initiating the RFP. Proposals that meet the minimum requirements will be reviewed for responsiveness to the comparative evaluation criteria below.

Based on the individual member's composite ratings for each Proposal, the City will make a recommendation as to which proposal is most advantageous based on the composite ratings, responsiveness of the Proposal to the City's required uses, and financial benefits to the City. The approved project shall be presented to the City of Stonecrest Mayor and City Council, and the final decision shall rest with the City Council.

Selection Scoring Criteria

The preliminary funding award resulting from this part of the Request for Proposals shall be determined by analysis of, but not necessarily limited to, the factors shown below. Points will be designated for each factor with a **maximum score of 100 points**.

- A. Completeness of Submission of Requested Information Specified.** Proposals should be organized and demonstrate completeness, cohesiveness, conciseness,

clarity, and comprehensiveness with respect to compliance and relevant to RFP submittal requirements.

__ Up to 10 points

- B. Cost for Services and Innovation in Potential Compensation to the City.** Proposers are to submit costs for their proposed pricing for the various services contemplated in the RFP. The proposed budget and costs should be reasonable and clearly define and delineate compensation that the Responder is proposing for the Aquatic Management services. Identify any initiatives for compensation to the City. (Refer to Proposed Compensation under Proposal Requirements - RFP Section I and Cost Proposal/Management Information under RFP Section II.)

__ Up to 15 points

- C. 5 years Aquatics/Waterpark Management Experience and Qualifications.** Proposers shall demonstrate evidence and qualifications of prior and existing experience and ability to provide aquatic facility management and concessions in compliance with contract terms and any relevant federal, state, and local requirements.

__ Up to 15 points

- D. Organizational Capacity to Operate Aquatics/Waterpark Center Including Concessions.** Proposers shall demonstrate professional, technical, and specialized experience of the staff and management team to ensure safe and effective management of aquatic facility (to include staffing levels), names and titles of individuals, number of employees that would be assigned to this contract; resumes of key personnel on the team and their roles. Include experience with lifeguarding, supervising of aquatic staff and management of aquatic facility.

__ Up to 20 points

- E. Proposed Aquatics/Waterpark Management Plan.** Proposers shall provide an overall management plan and any pertinent information on how and when it shall approach and carryout day-to-day aquatic facility operation services. The Plan shall detail how each segment will function to deliver the necessary services and how these different segments are managed to coordinate the required services in life safety, maintenance/janitorial practices and policy, concession & customer service point of sale and policies/procedures duties. Include a Schedule for Implementation Plan that details pertinent benchmarks and deliverables based upon an efficient and practical timeline on executing on the aquatic management plan.

__ Up to 10 points

- F. Concessioner.** Proposers shall demonstrate evidence and qualifications of prior and existing experience and ability to deliver concessioner and/or catering services. Identify any initiatives for a diverse menu to possibly include hot food items as well as health snack alternatives.

__ Up to 10 points

G. References. Proposers shall provide three (3) customer/client references within the past five (5) years to include the name of the customer/client, contact person, email address and telephone number. Additionally, Proposers shall provide three (3) professional references for each key personnel on the team.

__ Up to 10 points

Award of Contract

The Purchasing Department will open the Proposals and prepare a register of those Responders submitting proposals. All proposals shall remain firm for thirty (30) calendar days after the Proposal opening.

Before awarding the RFP, the City may request additional information from Responders. The City reserves the right to reject any and all Proposals if it determines that the criteria set forth has not been met or for any other reason in its sole discretion.

The RFP contract will not necessarily be awarded to the Responder submitting the Proposal that receives the highest rankings or submits the highest financial proposal. The City will award the contract to only one responsive and responsible Responder submitting the most advantageous proposal taking into consideration the evaluation criteria, responsiveness of the proposal to the RFP Requirements, program goals and objectives, benefits to the community, and overall costs to the City.

The selected proposal will be presented to the City of Stonecrest Mayor and City Council for formal acceptance and authorization of an Agreement.

X. PROPOSAL REJECTIONS

The City reserves the right to accept or reject any and all responses and to waive technicalities as deemed to be in the best interest of the City.

Proposals will be rejected from any party (as an individual or as part of a partnership or entity) who:

- Is delinquent in the payment of property or other taxes with Stonecrest;
- Is delinquent in the payment of a loan(s) with the City;
- Has had property acquired through foreclosure or a judgment within the past ten (10) years;
- Has outstanding judgments or debts owed to the City;
- Has been convicted of a felony that affects property or neighborhood stability, health, safety or welfare.

Public records and tax and court records will also be checked prior to award of contract. If these conditions exist, the City may terminate the Contract.

XI. DISCLAIMER/RESERVATION OF RIGHTS

The City does not make representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this RFP.

The City reserves the right to extend the deadline for submission of Proposals, to request supplementary information, to conduct interviews with any or all of the developers submitting proposals, to waive minor informalities, and to reject any or all proposals, in whole or in part, if in its sole judgment the best interests of the City would be served in doing so. The City will reject any and all proposals when required to do so by applicable law.

XII. DUE DILIGENCE

The Responder shall be responsible for conducting due diligence in responding to this RFP. If, after the RFP is issued but prior to the receipt of Proposals, the RFP must be amended or clarified, the purchasing agent may issue an Addendum.

Should you have any questions, contact **Sean DePalma**, Parks and Recreation Director, at (770) 224-0200 or procurement@stonecrestga.gov.

XIII. PROPOSAL APPLICATION

PROPOSAL APPLICATION - SECTION II

This form must be completed by Responders of this RFP. Attach additional information as needed or as required. If you attach confidential material, clearly identify if the attachments are proprietary.

Applicant Name _____

Applicant Address _____

Applicant Phone _____ Email _____

The _____ (that will be responsible for management of the contract associated with this RFP) is a Legal Entity:

- Individual(s) If multiple, identify
- Corporation
- LLC
- Joint Tenants
- Tenants in Common
- Partnership
- Other (Identify Other) _____

If not a Georgia corporation/partnership, state where organized: _____

(Attach current corporation documentation.)

Management TEAM

Other Members _____

Other Members _____

Estimated Implementation Schedule (After award of contract by May 22, 2018):

Briefing with City Staff/Discuss the Transitions Plan: _____

Initiation of _____ Services: _____

Conflict of Interest Disclosure:

The following information must be disclosed:

1. List the names of all persons having a financial interest in the consultant's business.

2. If any person identified pursuant to (1) above is a corporation or partnership, list the names of all individuals owning more than 10% of the shares in the corporation or owning any partnership interest in the partnership.

3. If any person identified pursuant to (1) above is a nonprofit organization or a trust, list the names of any person serving as director of the nonprofit organization or as trustee or beneficiary or trustor of the trust.

4. List the address of any property owned by the Consultant or principals identified in (2) that is located in Stonecrest and/or DeKalb County.

(NOTE: Attach additional pages as necessary.)

Person is defined as: Any individual, firm, co-partnership, joint venture, association, social club, fraternal organization, corporation, estate, trust receiver, syndicate, this and any other group or combination acting as a unit.

Authorized Signature of Responder

Date

Print or type name

CERTIFICATE AND ACKNOWLEDGEMENT

Applicant certifies that it as individual or member of a corporation or partnership is not now and will not be at contract execution in violation of the following policies:

- YES NO Delinquent in the payment of taxes due to the City of Stonecrest;
- YES NO Building or health code violations on property owned that is not being actively abated;
- YES NO Been convicted of a felony crime that affects property or neighborhood stability or safety;
- YES NO Have any outstanding judgments or debts to the City;
- YES NO Have no past due loan(s) with the City;
- YES NO Been subject to a foreclosure within the previous ten (10) years;
- YES NO Been involved in litigation relating to a project either voluntary or involuntary within the past five (5) years; and
- YES NO Been adjudged bankrupt either voluntary or involuntary within the past ten (10) years.

I/We acknowledge understanding of the above policies and certify that none of the individuals or members of a corporation or partnership are in violation. I certify that this information is true and correct.

I/We further certifies that the information and exhibits comprising this Proposal are true and correct. Unsigned/undated submissions will not be considered.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I _____ as Authorized Representative for _____, hereby certify that all information and materials submitted in response to this RFP are true and accurate to the best of my knowledge and belief. I understand that any attempt to falsify information in this application shall result in disqualification. Further, I hereby consent to requests that the City may make of third parties for information to substantiate information provided in this RFP, and I authorize third parties to release such information to the City.

Authorized Signature of Responder

Date

Print or type name

Authorized Signature of Responder

Date

Print or type name

RFP CHECKLIST

It is the Proposer’s responsibility to read the RFP fully to determine all necessary information/documents are submitted for the Proposal to be considered complete. You may use the checklist below as a guide to assist with providing the requested information.

- One (1) unbound original; one (1) PDF Version; and four (4) copies of the Proposal
- Cover/Transmittal letter inclusive of requested information and signed by a principal(s)
- Names and contact information for all principals and individuals proposed as applicants including any individuals or parties who are owners of a 10% or more beneficial interest in the entity or entities making the proposal
- Identify the _____ Team and member(s) who will serve as the primary contact for the proposal
- Resumes of key personnel on the _____ Team;
- Three (3) references for each key personnel on the _____ Team;
- Section II Proposal Application to include Cost Proposal/Management Information
- Completion of Conflict of Interest Disclosure
- Completed Certificate and Acknowledgement
- Sample Invoices for Submission to the City
- Section III Submissions/Requirements under Experience and Capacity
- Section III Submissions/Requirements under Proposed _____ Plan
- Section III Submissions/Requirements under Proposed Compensation
- Section III Submissions/Requirements under References
- Extent of sustainable or “green” elements incorporated as part of _____ services (i.e. use of materials, appliances, energy efficient measures, audits, etc.)
- A statement of willingness to submit corporate financial statements and bank references under separate cover to be opened and reviewed upon request. Please note that the City reserves the right to conduct or seek background or credit reports on the applicant(s) in conjunction with their proposals
- Corporate Financial Statements and bank references for the past two (2) years
- A statement that the applicant agrees to submit any information needed by the City for the City to perform its own due diligence in reviewing all proposals
- A statement from the applicant indicating any foreclosures in the past ten (10) years for any individuals or parties who are owners of a 10% or more beneficial interest in the entity making the proposal
- Attach current corporation documentation
- Additional relevant documents for review by the City (Attach the document and identify the document below by title)

EXHIBIT A
STANDARD AGREEMENT

AGREEMENT BETWEEN THE CITY OF STONECREST AND _____ FOR

This Agreement (the "Agreement") is made this ___ day of _____, **2020**, by and between _____ (hereinafter referred to as "Company"), and the **City of Stonecrest, Georgia** ("City").

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary materials and labor to complete the Work in the manner therein specified within the time specified, as therein set forth; and

WHEREAS, the City of Stonecrest solicited a proposal _____; and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City to furnish all specified materials or approved equivalent, equipment, and labor to complete the required renderings and assessments as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City Manager or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

RENT

Operator shall pay the City the Percentage Rent, without deduction, offset, prior notice, or demand, as follows:

(A) Commencing in the third calendar quarter of 2020 and continuing quarterly each year throughout the term of this Agreement, Operator shall pay the City for the Aquatic Center at the times and in the manner specified within this Agreement a Percentage Rent. Percentage Rent shall be calculated by multiplying Operators gross revenues from the Aquatic Center for the applicable quarterly period by a factor of 20 percent (20%). The Percentages Rent shall be paid quarterly, in arrears within forty-five (45) days following the end of each calendar quarter. The Percentage Rent shall be calculated, and paid percentage rent received from the Operator into a separate and newly created capital improvement reserve account ("Reserve Accounts") which shall be used solely by the City for capital improvement and major repairs within Aquatic Center. Use of this Reserve Account to improve and repair the Aquatic Center will be done in collaboration and coordination with the Operator.

RECORDS, REPORTS, AUDITS

(B) Sales Recording and Records. Operator shall record and report separately for the Aquatic Center at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a cash register or register, or a point of sale terminal or terminals, having a tape or internal memory that accumulates and consecutively number all transactions. A receipt from any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal shall be noted on and kept in a ledger.

(C) Annual Gross Revenues Statements. Within sixty (60) days following the end of each Operating Year during the Term, including the last Operating Year of the Term, Operator shall furnish the City with an audited statement of Operator's annual gross revenues separately for each Aquatic Center on account of the previous Term Year, or any partial Term Year, including any authorized deductions, certified as correct by Operator by an authorized manager or officer Operator ("Annual Gross Revenues Statements")

(D) Audit Procedures. The City shall be entitled to question at any time and from time to time during the Term of this Agreement, the sufficiency or accuracy of any Quarterly Gross Revenues Statements and Annual Gross Revenues Statements. During the term of this Agreement, the City may cause an audit of the Operator's books and records by an independent accountant of the City's own selection or by the City's internal auditors and may, in connection with such audit, request that Operator (1) furnish the City with an Annual P&L Statement and (2) cause the books and records of Operators pertaining to the Aquatic Center to be made available for audit purposes as well.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the City.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the project as described in the Proposal, but in any event no later than December 31, 2020.

5. Termination for Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If the City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either the City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by the City for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. Compensation in Event of Termination.

If this Agreement is terminated by the City for convenience, Company shall be exclusively limited to paying only rent for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by the City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by the City in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services that is owned by the City.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

9. Conflicts of Interest.

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, its operations, customers, citizens, business and financial condition, as well as information with respect to which the City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Stonecrest, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

12. Assignment.

Company shall not assign this Agreement without the prior express written consent of the City. Any attempted assignment by Company without the prior express written approval of the City shall at the City's sole option terminate this Agreement without any notice to Company of such termination.

13. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

With copies to:

City Manager
Stonecrest City Hall
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

City Attorney
Fincher Denmark, LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236

If to the Company:

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. Entire Agreement. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company’s Scope of Services and is referenced in Exhibit “A”. In case of conflict between any term of the Company’s Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF STONECREST, GEORGIA

By: _____
Jason Lary

Title: Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

The W. H. Platts Company

By: _____

Title: _____

Date of Execution _____

EXHIBIT “B” FEE

The cost or projected revenue of professional services shall be included in a separate, sealed envelope. Your firm’s separate fee proposal for performing the work described in this RFP should include the following:

EXHIBIT "C"

**CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____, and I further certify that:

- (1) The provisions of Section 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; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: _____ Signature: _____
Title: _____

EXHIBIT B

INSURANCE REQUIREMENTS

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
 - a. Employers Liability:
 - Bodily Injury by Accident - \$1,000,000 each accident
 - Bodily Injury by Disease - \$1,000,000 policy limit
 - Bodily Injury by Disease - \$1,000,000 each employee
2. Comprehensive General Liability Insurance
 - a. \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
 - b. Blanket Contractual Liability
 - c. Blanket "X", "C", and "U"
 - d. Products/Completed Operations Insurance
 - e. Broad Form Property Damage
 - f. Personal Injury Coverage
3. Automobile Liability
 - a. \$ 500,000 limit of liability
 - b. Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
 - a. \$1,000,000 limit of liability
 - b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above
5. The City of Stonecrest, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City of Stonecrest and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: The City of Stonecrest, 3120 Stonecrest Blvd., Stonecrest, Georgia 30038.

EXHIBIT C
Contractor Affidavit

***Affidavit Verifying Status
For City Public Benefit Application***

By executing this affidavit under oath, as an applicant for a(n) _____ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from _____ [name of government entity], the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) _____ I am a United States citizen.
- 2) _____ I am a legal permanent resident of the United States.
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:_____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:
_____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
___ DAY OF _____, 20___

NOTARY PUBLIC
My Commission Expires: