

SOFT DRINK CONCESSIONS FOR CIVIC CENTER

EVENT NO. 5947

SPECIFICATIONS AND SPECIAL CONDITIONS

- 4.0 The purpose of these specifications is to describe requirements for an annual contract to provide soft drink supplies and equipment for the Savannah Civic Center.

To submit pricing electronically for this event, enter pricing for each line item shown under the lines tab on the event summary. To enter pricing manually, complete the attached bid proposal form. Manually submitted bids must be submitted on the bid proposal forms contained in these specifications in order to be considered.

A pre-bid conference has been scheduled to be conducted at the Civic Center, 301 West Oglethorpe Ave. Savannah, GA 31401. This meeting will allow contractors to discuss the specifications and resolve any questions and/or misunderstandings that may arise with City staff. You are invited to attend.

- 4.1 Scope of work

- 4.1.1 The successful vendor shall provide and maintain all new, state of the art, soft drink concessions equipment at the following locations and in the following quantities:

Civic Center - Eight (8) valve post mix units with fast flow valves and four (4) eight (8) portable bag in box units, with additional backup and two (2) eight (8) valve portable post mix units with fast flow valves. Proper water connections will be provided by Civic Center.

Note: Concessions operations at some facilities may be contracted out to private enterprises. The successful proposer for this supply contract must agree to provide the same pricing to contracted concessions operators as that provided directly to the City.

- 4.1.2 Equipment and supplies furnished to the City shall remain the property of the proposer and the City shall not be held liable for any loss or damaged equipment which is beyond its control. The City shall exercise proper caution in the use and securing of the equipment.
- 4.1.3 Maintenance service shall be available at all times including holidays and weekends. Routine services will be provided at a minimum of once per week. Additional services to be made as needed. Units will be checked for performance on a regular basis and before all major events. Response time for service calls shall be a maximum of two hours. Replacement equipment shall be provided upon original equipment malfunction or if original equipment ceases to function.
- 4.1.4 The successful vendor will be responsible for initial installation of equipment and the removal of equipment at contract expiration. Delivery of all equipment, menu boards, etc. shall be within 30-45 days after notice of award.

4.1.5 Promotional Commitments: Each proposer shall propose with their proposal submission specific levels of promotional support for the Civic Center. Each proposer shall provide detailed descriptions of the proposed promotions to enable City personnel to evaluate and compare these items. These promotional activities could include some or all of the following activities:

- 1) Services of marketing personnel.
- 2) 6 Digital Menu Boards
- 3) Point of sale material such as counter boards, banners, etc.
- 4) Revenue payments to the City for use as deemed appropriate.
- 5) Donation of product or other items at no cost.
- 6) 100 T-Shirts per year will be provided in varying sizes for concessions staff.
- 7) 15 Portable Soft Drink Barrels with dimensions:
Overall Dimensions:
Diameter: 21 1/4"
Height: 36"
Interior Dimensions:
Diameter: 17 1/2"
Height: 17"
- 8) 10 Soft Drink Refrigerators

4.1.6 Advertising Rights:

In addition to the promotional items mentioned in 2.4, the City will consider proposals for exclusive advertising rights for the Civic Center. In exchange for such rights, the City will entertain offers for providing significant investments for capital equipment

4.1.7 Any permanent equipment offered as part of the incentive programs will become property of the City. Provisions shall be made on all equipment for removal of product names or other product related references if contract holder changes.

4.2 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

4.3 Insurance Requirements

Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no "x, c or u" exclusions with the following minimum limits:

- Each occurrence - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000
- Personal & Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.2.1 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
- Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.2.2 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.2.3 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$1,000,000 per occurrence
- \$1,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

4.4 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

5.0 General Conditions

5.1 The bid response must include the following documents in this order:

- Bid Proposal Form (as a cover sheet)
- Exception Sheet
- Non-Discrimination Statement
- Proposed Schedule of DBE Participation
- Other submittals as stated

All referenced documents must be completed and returned in their entirety to constitute a complete bid.

5.2 Original invoices should be sent to:

City of Savannah
Accounts Payable
P.O. Box 1027
Savannah, Georgia 31402

5.3 The vendor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation. All addenda issued for this event must be acknowledged in order for a bid to be considered.

5.4 To be awarded bids, vendors must be registered as suppliers on the City of Savannah's website at www.savannahga.gov.

5.5 This is an annual contract. Prices shall remain firm. This agreement may be renewed for up to three (3) additional twelve (12) month periods, if all contracting parties so agree and services provided by the vendor have been satisfactory. The first term of this contract shall begin upon award and shall end on December 31, 2018. All remaining renewal options, if exercised, shall begin on January 1 and end on December 31 of each subsequent year.

5.6 This contract will be awarded to the vendor offering the lowest net price to the City, and meeting or exceeding all specifications herein.

EXCEPTION SHEET

Event # 5947

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(SUBMIT AS THE COVER SHEET)

City of Savannah Purchasing Department
3rd Floor, City Hall
P. O. Box 1027
Savannah, Georgia 31402
ATTN: Purchasing Director

EVENT NUMBER: 5947

Business Location: (Check One)

Chatham County
 City of Savannah
 Other

ALL BIDDERS MUST BE REGISTERED VENDORS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

MANUALLY SUBMITTED BIDS MUST BE SUBMITTED ON THIS BID PROPOSAL FORM IN ORDER TO BE CONSIDERED.

Name of Bidder: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____

Email: _____

**DO YOU HAVE A BUSINESS TAX CERTIFICATE ISSUED IN THE STATE OF GEORGIA?
(CHECK ONE) YES: _____ NO: _____**

**FROM WHAT CITY/COUNTY _____
TAX CERTIFICATE #: _____ FED TAX ID #: _____**

**INDICATE LEGAL FORM OF OWNERSHIP OF BIDDER (STATISTICAL PURPOSES ONLY):
CHECK ONE: _____ CORPORATION _____ PARTNERSHIP
_____ INDIVIDUAL _____ OTHER (SPECIFY: _____)**

**INDICATE OWNERSHIP STATUS OF BIDDER
(CHECK ONE):**
_____ NON-MINORITY OWNED _____ ASIAN AMERICAN
_____ AFRICAN AMERICAN _____ AMERICAN INDIAN
_____ HISPANIC _____ OTHER MINORITY (describe) _____
_____ WOMAN (non-minority)

**Do you plan to subcontract any portion of this project? Yes _____ No _____
If yes, please complete the attached schedule of DBE participation. Also complete the schedule if you will be using any DBE suppliers.**

ADDENDA ACKNOWLEDGEMENT

My signature below confirms my receipt of all addenda issued for this proposal.

Signature

*This acknowledgement is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgement of addenda.

THE UNDERSIGNED PROPOSES TO FURNISH THE FOLLOWING ITEMS IN STRICT CONFORMANCE TO THE BID SPECIFICATIONS AND BID INVITATION ISSUED BY THE CITY OF SAVANNAH FOR THIS BID. ANY EXCEPTIONS ARE CLEARLY MARKED IN THE ATTACHED COPY OF BID SPECIFICATIONS.

| ITEM NO | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | TOTAL |
|---------|-----------------------------------|--------------------|------------|-------|
| 1 | Soft Drink Mix - 2.5 gal BIB | 100 Gal | | |
| 2 | Soft Drink Mix - 5.0 gal BIB | 500 Gal | | |
| 3 | Cups with Lids - 16 oz | 50,000 ca | | |
| 4 | Cups with Lids - 24oz | 10,000 ca | | |
| 5 | Cups with Lids - 32oz | 10,000 ca | | |
| 6 | CO2 | 100 cyl | | |
| 7 | Soft Drink - Cans - 12 oz | 3,000 ca | | |
| 8 | Soft Drink - Bottles - 20 oz | 3,000 ca | | |
| 9 | Water - Bottles - 16.9 oz | 3,000 ca | | |
| 10 | Sports drink - 20 oz | 2,000 ca | | |
| 11 | Equipment Maintenance and Service | 100 Hours | | |

| ITEM NO | DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | TOTAL |
|---------|------------------|--------------------|------------|-------|
| 12 | After Hours Rate | 100 Hours | | |

TOTAL BID \$ _____

PAYMENT TERMS: PLEASE CHECK ONE AND FILL IN BLANKS

(Minimum of 10 working days must be allowed for discount to be considered in bid award)

___ Less ___ % ___ Days Prompt Payment Discount (if offered) (_____)

___ Net - 30 Days (no discount offered) - 0 -

TOTAL NET BID \$

=====

ARE YOU ABLE TO MEET THE TIME REQUIREMENTS FOR DELIVER AFTER RECEIPT OF ORDER AS STATED IN SECTION 4.1.4: _____

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name Authorization Signature Date

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Signature

Title

DBE SUBCONTRACTOR PAYMENT REPORT

Report No. _____

| | | | |
|--------------------------|-------------------------|---------------------------------|----------------------------|
| Contract #: | Contract Amount: | Date Form Submitted: | |
| Project Name: | | Project Completion Date: | |
| Prime Contractor: | | Period Ending: | Amt. Paid to Prime: |
| Contact Person: | | Telephone#: () | Fax#: () |

SUBCONTRACTING INFORMATION

TO BE SUBMITTED TO THE CITY OF SAVANNAH OFFICE OF BUSINESS OPPORTUNITY

| DBE Subcontractor | Telephone # | Description of Work | Original Agreed Price | % of work Completed to Date | Amount Paid This Period | Amount Paid To Date |
|-------------------|-------------|---------------------|-----------------------|-----------------------------|-------------------------|---------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
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| | | | | | | |
| | | | | | | |

Total Amount Paid to Subcontractors to Date:

| |
|--|
| |
|--|

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge

| | | |
|-------------------|---------------|--------------|
| Signature: | Title: | Date: |
|-------------------|---------------|--------------|

Note: The information provided herein is subject to verification by the Office of Business Opportunity.

**OFFICE OF BUSINESS OPPORTUNITY
SCHEDULE OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION¹**

| EVENT NUMBER: | | PROJECT TITLE: | | | |
|--|--------------------------|-------------------------------|----------------|--|--------------------------|
| PRIME CONTRACTOR NAME: | | ADDRESS: | | PHONE: | FAX: |
| SUBCONTRACTOR NAME | ADDRESS and PHONE NUMBER | SERVICES/WORK TO BE PERFORMED | DBE ? (Y/N) | SUB-CONTRACT AMT (% OF TOTAL BASE BID) | SUB-CONTRACT AMT (\$) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL BASE BID² | | | | | \$ |
| TOTAL PROPOSED DBE SUBCONTRACTS² | | | | | \$ |
| BIDDER'S PROPOSED DBE PARTICIPATION³ | | | | | % |

I hereby certify that the above is a true reflection of proposed subcontracts, and that said firms shall be contracted to work on the trades specified and/or supply materials and/or equipment for this project. I have included a properly executed letter of intent for each DBE firm mentioned in this schedule with our response.

| | | |
|---|-----------|------|
| Name and Title of Authorized Representative | Signature | Date |
|---|-----------|------|

¹ Form to be completed and signed by the bidder/offeror; Use additional sheets if necessary.

² To be provided only when the solicitation requires that the bidder/offeror include the dollar amount in its bid.

³ Total proposed DBE participation (\$) divided by bidder's total base bid (less any exclusions specifically mentioned in the solicitation), or total of all DBE Participation (%) if dollar amount is not required.

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

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

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

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*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).

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

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 Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date _____

Printed Name: _____

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

* _____
Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1, requires Georgia’s cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program used to verify that applicants for certain “public benefits” are legally present in the United States. Contracts with the City are considered “public benefits.” Therefore, the successful bidder will be required to provide the Affidavit Verifying Status for City of Savannah Benefit Application prior to receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.