



# PURCHASING DEPARTMENT

12 EAST 4<sup>TH</sup> AVENUE, SUITE 106 • ROME, GEORGIA 30161  
PHONE: 706.291.5118 • [www.romefloyd.com](http://www.romefloyd.com)

## Request for Proposals

### Etowah Park Driving Range Management

RFP #17-1116

Floyd County is requesting proposals from qualified individuals or firms to provide Management Services for the Etowah Park Driving Range. Management tasks described in this RFP will be performed at Etowah Park Diving Range located at 1325 Kingston Highway N.E., Rome, Georgia, 30161. Qualified firms or individuals must provide a Management Plan to maximize and increase the revenues generated by the Driving Range. All services requested in this document are not required to be submitted in the proposal. However, proposals that more fully address each goal of the operation as requested will receive more consideration. Interested person or firms may visit the existing facilities by contacting Kevin Cowling at 706-291-0766 to make an appointment.

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

Proposals must be delivered to the Floyd County Purchasing Department no later than **November 16, 2017 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, **Etowah Park Driving Range-Bid 17-1116**.

This contract will be for a maximum of four (4) years. Initially for one (1) year with the opportunity for annual renewal for another twelve month period provided that both parties are agreeable to renewal and the cost does not change.

It is the responsibility of interested parties to visit the [www.romefloyd.com](http://www.romefloyd.com) website frequently to insure receipt of any new information that may be provided.

#### BOARD OF COMMISSIONERS

RHONDA WALLACE, *CHAIR*  
SCOTTY HANCOCK, *VICE-CHAIR*  
WRIGHT BAGBY  
ALLISON WATTERS  
LARRY MAXEY

#### ADMINISTRATION

JAMIE McCORD, *COUNTY MANAGER*  
GARY BURKHALTER, *ASSISTANT COUNTY MANAGER*  
BILL GILLILAND, *INTERIM DIRECTOR*

**Management Services- Etowah Driving Range**  
**Request for Proposals**

**The Floyd County Government is requesting proposal for the Management of the Etowah Park Driving Range located at 1325 Kingston Highway N.E., Rome, Georgia 30161**

The services to be provided by the management team are as follows:

Providing Range Balls available to rent

Offering Professional Lessons

Programming at the range

Working with the Parks and Recreation Department to promote the sport of golf.

Offering the Jr. Tee or similar programs.

Business license if required

**Rome/Floyd Parks and Recreation will provide the following services:**

Ball Pick-up

Grounds maintenance

Cost of lighting

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

Proposed hours of Operation

Proposed staffing

Proposed revenue split or lump sum amount to be paid monthly.

Amenities Proposed

Any improvements requested for the facility.

Revenue projections for proposed contract period.

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between FLOYD COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA (hereinafter the "County"), and SAMPLE\_\_\_\_\_ (hereinafter "Contractor").

### **W I T N E S S E T H:**

FOR AND IN CONSIDERATION of the mutual covenants and promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties have agreed and by these presents do agree as follows:

1. **Contract for Services.**

1.1 Independent Contractor Retained. Contractor is a business owner/Individual proposing to operate the Rome/Floyd Parks and Recreation Driving Range. The County has offered and Contractor has accepted engagement as an independent contractor for the County to operate this facility which is owned by the Floyd County Commission and is situated at 1325 Kingston Highway NE, Rome, Ga. 30161. The parties stipulate that Contractor is not and shall not be an agent or employee of the County and may not bind the County to any obligation nor act in the County's behalf in any way and operates as an independent contractor only.

1.3 Term. This agreement shall commence as of \_\_\_\_\_ and terminate Twelve (12) months from said date with the option to extend the contract for up to a total of Four (4) years. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

1.4 Compensation. Contractor shall provide compensation as proposed according to RFP 17-1116. Rates will be subject to approval by the Floyd County Commission.

## 2. Miscellaneous Provisions.

- 2.1 Forum Selection. The parties hereto understand and agree that as an integral part of the consideration for the awarding of this contract, the parties hereto agree that the exclusive jurisdiction and venue for all actions, claims, or other legal proceedings arising in any manner pursuant to this contract (as to all specifications, conditions and parts thereof), shall be vested in the Superior Court of Floyd County, Georgia and no other state or federal court. The parties hereto accept for themselves, their successors and assigns, the jurisdiction of this Court and waive any defense of personal jurisdiction, forum non-conveniences, venue or similar defenses. The parties hereto irrevocably agree to be bound by any judgment rendered in the Superior Court of Floyd County, Georgia, exclusive of any and all other federal or state courts, in connection with this Agreement. The parties hereto further agree that this Agreement, and any conflict relative thereto, shall be governed by the laws of the State of Georgia, without regard to its conflict of laws principles.
- 2.2 Benefit of Bargain. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.
- 2.3 Required Writing. No waiver, alterations, modifications or cancellation of any provision of these terms and conditions shall be binding unless made in writing and signed by all affected parties.
- 2.4 Waiver. The delay or failure of either party at any time to require strict performance of any provision hereof shall in no way affect such party's right at a later time to enforce such provision. No course of dealing or failure of either party in exercising or enforcing any right hereunder shall constitute a waiver of such right or any other rights hereunder.
- 2.5 Severability. Should one or more of the provisions contained in this agreement be found for any reason to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provisions contained in this Agreement.
- 2.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiations and communications whether oral or written. None of the terms and conditions in this Agreement may be modified by or interpreted by reference to any course of dealing or usage of trade and shall not be modified by any course of performance. Neither Contractor nor the County shall be bound by any promises, representations, warranties or affirmations not consistent with this Agreement and contained in the aforesaid agreements, documents and instruments.

2.7 Assignment. Neither party may assign in whole or in part, by operation of law or otherwise, this Agreement to any third party without the prior written consent of the other party. Any such purported assignment without such consent shall be void.

2.8 Drafting. The terms, provisions and agreements contained in this Agreement shall not be construed in favor of or against either party but shall be construed as if all parties prepared and drafted this Agreement.

2.9 Advice of Counsel. The parties represent and agree that they each fully understand their rights to discuss all aspects of this Agreement with their counselors and/or attorneys, that each party has carefully read and fully understands all the provisions of this Agreement and that each party is voluntarily and freely entering into this Agreement, without duress of any kind and in their respective best interests. The parties acknowledge that each party has been advised by the other party to consult with an attorney prior to executing any Agreement incorporating by reference these terms and conditions.

2.10 Clerical Errors. Stenographic and clerical errors are subject to correction by either party, but this Agreement may not otherwise be modified or rescinded except by a written change order or other document approved by all parties.

2.11 Indemnity, General. To the fullest extent permitted by law, the Contractor expressly assumes and agrees to indemnify and hold the County, its officers, directors, employees and agents (Indemnitees) harmless from all liabilities, claims, demands, and actions including all costs and legal fees, made by any person, firm or corporation, including employees, workmen, servants or agents of the Contractor and his subcontractors that may have been caused, or alleged to have been caused, directly or indirectly, in whole or in part, or by any act of omission or commission, negligent or otherwise, of the Contractor, his subcontractors their employees, workmen, servants or agents. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. It is not the intention of this clause to provide indemnification for the Indemnitees for their intentional or willful misconduct.

2.12 Good Faith. Each party shall act in good faith in its performance of this and any and all associated Agreements.

2.13 TIME IS OF THE ESSENCE OF THIS AGREEMENT.

2.14 Notice. Any notice required under this Agreement shall be addressed and sent via regular US mail as follows:

Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The County: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[Signatures following]

WITNESS our hands and seals the date and year first above written.

**THE COUNTY:**

FLOYD COUNTY, GEORGIA

By: \_\_\_\_\_

RHONDA S. WALLACE, CHAIRMAN

**CONTRACTOR:**

Firm \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

# 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 November 16, 2017 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.**

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

**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)