



CITY OF LITHONIA REQUEST FOR PROPOSALS PARK EVENT MANAGEMENT

RFP 2021-FP-003 Extended Open Until Filled

Introduction

The City of Lithonia, Georgia is requesting proposals for the management of Events at the Lithonia Park. In accordance with requirements of the City of Lithonia and the State of Georgia; all submitted proposals shall include the E-Verify or exemption affidavit form.

Scope of Work

This project will consist of managing the scheduling of events the two fields located at 6726 Park Road (rear area of park) with a street address of 2501 Park Drive Lithonia, Georgia 30058. The facility is a limited use facility located within a residential community thereby requiring use of the facility to be consistent with and sensitive to the surrounding neighborhood.

Duties and Responsibilities

City hereby agrees and acknowledges that compensation for police and security will be paid by rental clients of the facility. The Lithonia Police Department will be utilized for traffic and crowd control for events.

City shall provide on its website a link to management's website, if available for marketing purposes.

City shall have City Staff maintain the grounds of Facility before the date of each event, if notice of the event is provided 72 hours in advance.

Management Company hereby agrees that it shall manage all areas of the facility and provide information to prospective rental clients.

Management Company will facilitate event coordination between rental clients and vendors to ensure all vendors obtain the necessary permits from the City.

Management Company shall provide written monthly reports to the City of the activities/events held; facility sponsorships of any kind, attendance, expenses, and such other information as may be requested by the City.

Management company will inform rental clients of the Facility clean up requirements.

Management Company will coordinate the installation of electrical power, water and bathroom facilities with rental clients.

Management Company will develop marketing materials to advertise and promote facility. All marketing programs must be approved by the City prior to implementation.

Management Company or its representative shall be present at all facility events, except for City Sponsored events.

If Management Company Choses to have a fee-generating event at the facility, Management Company shall not be entitled to receive rental commission fees and shall pay all fees, rental or otherwise, to the City in accordance with the rental fee schedule.

Use of Facility

Facility may be used for outdoor musical, jazz or solo productions, community cultural arts or other community events, promoted and produced by the rental client, with the oversight provided by Management Company. The City expressly retains the right to approve other uses of the facility as deemed appropriate. Management Company is not responsible for City sponsored events at the facility.

The facility shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance on premises.

Events that are scheduled Sunday through Thursday, Facility events will cease no later than 10:00 p.m. and all attendees shall exit facility immediately.

Events that are scheduled Friday and Saturday, Facility events will cease no later than 11:00 pm and all attendees shall exit facility immediately.

In the event inclement weather causing delay facility hours will be extend one hours past original closing time.

Term

The term of this agreement shall be for one (1) year. The parties agree that if the CITY choses to contract for management of the facility for an additional term, Management Company will have the initial option to renew this contract under the existing term for an additional one-year term, provided the performance of services has been satisfactory to the CITY. Nonetheless, the CITY reserves the right to modify terms of any future agreement as deemed necessary to promote the City's interests.

Contact with the City of Lithonia

Questions concerning the requirements, specifications or scope of services shall be directed to LaThaydra Sands, City Administrator at (770) 482-8136. Questions can also be directed to LaThaydra Sands by email at LaThaydra.Sands@lithoniacity.org or by fax at 678-526-0252.

Interpretations

No verbal or written information that is obtained other than through this RFP shall be binding on the City of Lithonia. No employee or representative of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP.

Submission of Proposals

Sealed proposals shall be submitted **until filled**.

Interested management companies should submit (8) copies of the proposal with the required attachments in a sealed envelope to the City of Lithonia, 6920 Main Street, Lithonia, GA 30058 and clearly marked on the outside, "RFP 2021-FB-003 Park Management."

Upon award, the management company shall enter a contract with the City of Lithonia for services specified in this RFP, and provide a copy of their annual business insurance policy of \$1,000,000 within ten (10) days of being notified of the award. The City reserves the right to review the insurance amount from time to time to insure that there is adequate coverage and/or to make an adjustment for inflation. Management Company agrees to ensure that rental clients carry the appropriate business policy or policies of comprehensive general liability for the booked events.

Selection Criteria

- A. The skill, experience, training of the persons who will be performing the services requested
- B. Prior experience
- C. The degree of responsiveness to this request for proposals
- D. Bid Amount

Request for Additional Information

Prior to the final selection, Proposers may be required to submit additional information or be interviewed, if the City deems it necessary to further evaluate the Proposer's responses and qualifications.

Nondiscrimination

The vendor who is selected as the contractor, as required by law, shall not discriminate directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability, or sexual preference.

Compliance with Laws

In connection with the furnishing of supplies or performance of work under the contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, Georgia Security and Immigration Compliance Act, and all other applicable federal and state laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

Insurance Requirements

The vendor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Georgia.

- A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Georgia.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; Independent Contractors Coverage; (C) Broad Form General Liability Endorsement or Equivalent.
- C. Motor Vehicle Liability Insurance, including Georgia No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured". The City of Lithonia, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
- E. Cancellation Notice – All insurances described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: City of Lithonia, 6920 Main Street, Lithonia, GA 30058.
- F. Proof of Insurance – The vendor shall provide to the City of Lithonia at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

Indemnification and Hold Harmless

The vendor who is selected as the manager shall, at its own expense, protect, defend, indemnify, save and hold harmless the City of Lithonia and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the City of Lithonia and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The manager's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the City, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

Gratuity Prohibition

Management Companies shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of City of Lithonia for the purpose of influencing consideration of this proposal.

Right of Negotiation

City of Lithonia reserves the right to negotiate with the selected Proposer the fee for the proposed scope of work and the exact terms and conditions of the contract.

Conflict of Interest

The Proposer covenants that he/she presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services requested. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in any contract for the requested services.

Independent Contractor

The Proposer represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be employees of the City of Lithonia. The Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold City of Lithonia, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorneys' fees); and damage of any kind related to such matters. The Proposer understands that City of Lithonia cannot save and hold harmless and/or indemnify the Proposer

and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the contract.

Right of Rejection

The City of Lithonia reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or negotiate separately the terms and conditions of all or part of the proposals as determined to be in the City's best interest in its sole discretion.

ATTACHMENT A

PROPOSAL FORM COVER PAGE

(Submit eight (8) copies)

PROJECT: RFP#2021-FB-003 – Park Management

SUBMITTED TO: CITY OF LITHONIA

SUBMITTED BY: (Name, address, e-mail contact, and telephone number of company)

City of Lithonia, Georgia:

Having carefully examined the Request for Proposals for RFP 2021-FB-003, the undersigned proposes to Manage Lithonia Park Reservations.

Signed, sealed, and dated this ____ day of _____, 2021.

Proposer: _____

By: _____

Title: _____

ATTACHMENT B

REFERENCES FOR PAST MANAGEMENT JOBS

Project: _____ **Value:** _____

Owner: _____

Address: _____

Contact Person: _____

Contact Title, Phone No., & Email Address: _____

Project: _____ **Value:** _____

Owner: _____

Address: _____

Contact Person: _____

Contact Title, Phone No., & Email Address: _____

Project: _____ **Value:** _____

Owner: _____

Address: _____

Contact Person: _____

Contact Title, Phone No., & Email Address: _____

[INCLUDE ADDITIONAL PAGES, IF NEEDED]

ATTACHMENT C

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 (name of public employer) 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

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2021 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 _____, 2021

NOTARY PUBLIC

My Commission Expires:_____

ATTACHMENT D

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm, or corporation employs ten (10) or fewer employees and is not required to register with and/or utilize 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. § 36-60-6.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____, 2021 in _____ (city), _____ (state).

Printed Name of Exempt Private Employer

Signature of Exempt Private Employer or
Authorized Officer or Agent

Printed Name and Title of Person Executing Affidavit

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 2021

NOTARY PUBLIC

My Commission Expires:

* This affidavit is for submissions made on or after to July 1, 2013.