

CONTRACT NO. 23-001-PR-BR
REQUEST FOR PROPOSALS:
BEVERAGE RIGHTS PROGRAM



**Request for Proposals
Bulloch County Board of Commissioners
c/o Statesboro-Bulloch County Parks and Recreation Department
Statesboro, Georgia**

RE: BEVERAGE RFP

ANNOUNCEMENT

The Bulloch County Board of Commissioners (herein after referred to as the County) is accepting requests for proposals from QUALIFIED SERVICE PROVIDERS for this project. The deadline for receipt of all proposals is 3:00 PM, March 14, 2023 where proposals will be recorded and no cost components will be read to allow for negotiations, if necessary. Prospective vendors shall file all documents necessary to support its proposal. Proposals will be recorded at the Honey Bowen Building, 1 Max Lockwood Drive, Statesboro GA 30458 at the above stated time and date. NO FAXES OR EMAILS ACCEPTED.

A non-mandatory Pre-Proposal Conference shall be held promptly at 11:00 A.M. on March 7, 2023. Proposers will meet at the Honey Bowen Building, 1 Max Lockwood Drive, Statesboro, GA 30458.

Vendors are responsible for the actual delivery of submittals during normal business hours to the Bulloch County Board of Commissioners Purchasing Department, North Main Annex, 115 North Main Street, Georgia 30458, Attn: Faye Bragg, Purchasing Manager, or you may bring your proposal to the proposal meeting. An ORIGINAL PROPOSAL along with FIVE (5) copies, and any supporting documents, must be submitted in a sealed clearly marked envelope.

Proposal Identification: The outside of the sealed envelope shall include the wording: Beverage RFP; Due Date: March 14, 2023 @ 3:00 P. M.; Attn: Faye Bragg, Purchasing Manager.

A proposal package may be requested by contacting Faye Bragg, Purchasing Manager, at fbragg@bullochcounty.net or <http://bullochcounty.net/procurement/>. Any addenda to this solicitation will be issued through the purchasing office, and it will be the sole responsibility of the proposer to periodically check the County's website for any addenda for this project. Potential proposers shall acknowledge the receipt of all amendments, addenda, and changes issued in connection with this RFP by submitting a signed copy of any documentation issued in the sealed response. Failure to do so will result in the submitted proposal not being considered for this project. It will be the sole responsibility of the any firm wishing to respond to this RFP to periodically check Bulloch County's website (<https://bullochcounty.net/procurement>) for any revisions issued.

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The scope of the work should follow the guidelines within this RFP package.

A contract if awarded shall begin on April 7, 2023 and end on April 6, 2024. Our goal is for a guaranteed price on all items bid for a one (1) year period with an option to renew the contract for two (2) successive one (1) year periods.

The RFP review committee will then proceed to determine conformity with the specifications and other criteria. At that time a short list of potential vendors will be developed, with a subsequent call for cost proposals. The Aquatics Manager may, at his option, request any or all vendors to make an oral presentation. Upon the closure of the evaluation, the Aquatics Manager will recommend selection of a proposal to the Board of Commissioners for final approval at their next subsequent regular meeting.

The Bulloch County Board of Commissioners is an equal opportunity procurer.

There is a checklist on page 23 that lists items that must be in the submitted package. If the items listed are not in the package that will be just cause not to accept the submitted package.

Local Buying Preference: Departments are encouraged to use local vendors whenever possible. However, the County cannot pay a much higher price to do so because there is an obligation to the taxpayers to use our financial resources wisely.

For all purchases of \$15,000 or more, if the quality, service, price, and other factors are substantially equal, then a local vendor whose proposal is within 5% of the lowest offer may be given an opportunity to match the lowest offer. This policy shall be stated in all applicable solicitations but does not apply to public works construction projects or road projects.

For purposes of this provision, a "local vendor" is one that 1) has a principal business location within the boundaries of Bulloch County; 2) has a valid occupational tax certificate issued by a jurisdiction located in Bulloch County; and 3) owns the property where the principal business location is located, or has a lease for a term of no less than one year for the principal business location which in effect requires the local vendor to pay the ad valorem taxes on the leased property.

A "principal business location" is further defined as a permanent facility with a physical location in Bulloch County where it can be demonstrated 1) that the goods or services are either made, stored, processed, sold or rendered at the facility; and 2) that substantial administrative or management activities are performed by one or more employees, principals, representatives or agents for the purpose of transacting business.

To request the local vendor preference, a vendor must include a completed local vendor form with its submitted proposal. It is the vendor's responsibility to provide clear and convincing evidence that it meets the requirements for being considered a local vendor pursuant to this provision. The determination of whether a vendor has submitted sufficient evidence to support being deemed a local vendor shall be solely within the discretion of the Board of Commissioners and shall not be subject to challenge.

To request local vendor preference, you must contact the Purchasing Manager for the proper form to complete. The completed form must be included with the

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submitted package to be considered for the local vendor preference.

Award And Reservations: It is understood and agreed that in consideration of the sum of One Dollar and No/100 (\$1.00) cash in hand paid, receipt whereof is hereby acknowledged, the proposer agrees that this proposal shall be an option, which is hereby given to the Purchaser to accept or reject this proposal at any time within sixty (60) calendar days from the date on which it is opened and read. It is expressly covenanted and agreed that this proposal is not subject to withdrawal by the proposer during the term of said option. The party submitting the proposal is solely responsible for delivering the proposal to the exact location and by the time stated. The Purchaser reserves the right to reject any or all proposals and to waive technicalities and informalities in proposals, to accept in whole or in part, such proposal or proposals may be deemed in the best interest of the purchaser. The County reserves the right to use or not use any alternate proposal associated with this solicitation.

Award, if made will be made to that responsive and responsible vendor with the best offer for Bulloch County, price and other factors considered. Time is of the essence.

The Commissioners reserve the right to reject any or all proposals and to waive technicalities and informalities associated with the proposal, and to make the award that it deems is in the best interest of the County.

Project inquiries may be directed to for specific functional questions to each person noted below. The contact persons for this project are as follows:

Project Management: Alex Estrada, Aquatics Manager
 912-489-9047 or aestrada@bullochrec.com

Procurement Process: Faye Bragg, Purchasing Manager
 fbragg@bullochcounty.net

Sealed package must be mailed, hand or serviced delivered to the following address: no faxed or e-mailed proposals are accepted for sealed proposals.

Bulloch County Commissioners
Attn: Purchasing Manager
115 N Main Street
Statesboro, GA 30458

Proposers will be fully responsible for the delivery of their proposals in a timely manner. Reliance upon U.S. Mail or other carriers is at the proposer's risk. Late proposals will not be considered.

TERMS AND CONDITIONS

Changes: No change shall be made to this invitation except by written modification by the purchasing department

Disqualification: Proposals may be disqualified for: a) receipt of the proposal by the County past the stated deadline; b) any irregularities; c) unbalanced unit price or extensions; d) unbalanced value of any items; or e) failure to complete proposal

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information correctly. If in the opinion of the Bulloch County Board of Commissioners, the vendor is not in a position to perform the contract, the proposal may be disqualified. The County reserves the right to waive any minor informality or irregularities.

Lawsuits/Bribery: Prospective vendors shall disclose any record of pending lawsuits, criminal violations and/or convictions, etc., conflicts of interest, or contract defaults.

Liability: The County is not liable for any cost incurred in the preparation of the Proposal. Nor is the County bound by any information provided unless reduced to writing and distributed as a written addendum.

Reservations: The County reserves the right to reject any or all proposals, to award in whole or in part and to waive minor immaterial defects in proposals. Negotiations may be necessary to complete the contract.

Clarification of submittals: The County reserves the right to seek clarification of any point in a respondent's proposal, or to obtain additional information.

Exceptions: Conditional proposals or those that take exception to the specifications will be considered only at the discretion of the Program Manager.

Indemnification: The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the County indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of Contractor's material breach of this Agreement, unless such is attributable to the sole negligence of the County indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

The County agrees to indemnify, hold harmless, and defend the Contractor, its officers, and employees (hereinafter collectively "the Contractor Indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the County's material breach of this Agreement, unless such is attributable to the sole negligence of the Contractor Indemnitees. The indemnity obligation of the County will survive the expiration or termination of this Agreement.

Correction or withdrawal of proposals, cancellation of awards: Correction or withdrawal of proposals before or after opening, or cancellation of awards or contracts may be permitted only to the extent that the vendor can show by clear and convincing evidence that a mistake of non-judgmental character was made, are where the award or cancellation is in the best interest of the County.

County Obligations: Bulloch County has a standing policy to disqualify or withhold compensation to vendors, contractors and professional consultants from compensation or doing business with the county if there are existing obligations to Bulloch County for any liens, ad valorem taxes, licenses or other financial remittances due to the county.

Award: All proposals will be awarded to the most responsive and cost-effective vendor. The vendor to whom the award is made will be notified at the earliest possible date. The

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purchaser reserves the right to reject the award to a vendor who has previously failed to perform properly, or to complete on time contracts of a similar nature.

Renewal: It is the intent to enter into this agreement for an initial one-year period with the option to renew it for two, one-year periods for a possible total contract term of three years. The decision to renew the agreement shall be at the sole discretion of the County.

BACKGROUND

Community Profile: Located 35 miles northwest of Savannah, Georgia, the population of Bulloch County is estimated at 81,099 residents, with the county seat of Statesboro having an estimated population of 33,438. Statesboro is also home to Georgia Southern Department, having an enrollment of approximately 26,000 students. Bulloch County, which boasts one of the lowest county government millage rates in the state – 21.583 mills, anticipates an FY 2024 budget of \$118 million. Bulloch County has recently passed a \$95 million, 5-year SPLOST referendum. Statesboro, the county seat, hosts several major employers (1,000+ jobs each) including Wal-Mart Distribution, Briggs and Stratton, Cardinal and Georgia Southern University.

Current Profile of the Project:

The Bulloch County Recreation and Parks Department operates 8 public parks and over 300 acres of parkland. The centerpiece of the park system is Mill Creek Regional Park, a 160-acre multi-use park opened in 1993 located off Highway 24. Within Mill Creek Park, there are two primary areas that provide concessions. The first is the “Athletic” portion of the park. This area annually hosts over 640 athletic teams, ranging from local leagues to regional, state, and National tournaments. In addition, this area of Mill Creek is the current home to the Statesboro High School Baseball and Softball Teams. The second major aspect of Mill Creek is *Splash in the Boro’ Waterpark*. Opened in 2004, Splash in the Boro’ has become a favored regional venue. It has averaged just over 130,000 visitors, many of whom travel up to 120 miles to visit.

The department recently opened the Bulloch County Agricultural Complex. This is a \$4.2 Million multipurpose facility that hosts many different types of agricultural events and competitions. The facility boasts a covered main arena with 54,000 square feet, a covered practice arena with 38,500 square feet, and a livestock barn featuring 218 stalls. Concessions are also offered at this facility.

We also sponsor an annual Opening Day for Baseball/Softball and a Fourth of July Celebration, in addition to other community events. These are the two largest events we host. We anticipate 7,000 people for Opening Day and 15,000 for the Fourth of July Celebration.

The Recreation and Parks Department currently has a sponsorship agreement with The Coca-Cola Bottling Group that expires on April 6, 2023.

SCOPE OF WORK

The purpose of the scope of work is to obtain the services of a CONTRACTOR to provide a Beverage Rights Program for the Mill Creek Regional Park in Statesboro and George Roebuck Park in Brooklet, in accordance with such policies as may be

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promulgated by the Bulloch County Board of Commissioners, rules and regulations of the County Health Department, City of Statesboro Uniform Fire Code and any other codes and ordinances for the proper operation and maintenance of the food service facilities. This contract will award the exclusive rights for fountain and prepackaged beverages at all concession locations and the exclusive rights for all beverage vending machines.

A. Dispensing Program

The dispensing equipment needs by location are as follows:

Item	Splash in the Boro	Mill Creek Soccer	Mill Creek 4 Field	Mill Creek 5 Field	Mill Creek Tennis	Ag Complex
Six (6) Valve Fountain Units	4	1	2	2		1
Top Loaded Refrigerated Cooler	2					
Countertop Refrigerated Cooler	1	1	2	1	1	1
POP Signs that will increase sales	✓	✓	✓	✓	✓	✓

The estimated cumulative volume use is as follows:

Item	Estimated Annual Volume
5 Gallon BIB	1085 cases
2.5 Gallon BIB	135 cases
CO2	32
CO2 Deposit	
24 oz. Cups (1000/case)	33 cases
32 oz. Cups (480/case)	30 cases
20 oz. Bottled Drinks (24/case)	220cases
Sport Drinks 20 oz. Bottles (24/case)	413 cases
Bottled Water (24/case)	601 cases

The DEPARTMENT shall provide water and electrical connections necessary for the operation of the dispensing equipment at no cost to the CONTRACTOR. The DEPARTMENT does not guarantee an uninterrupted supply of water and electricity. However, the DEPARTMENT shall be diligent in restoring service following an interruption. The DEPARTMENT shall not be liable for any product loss or additional costs from the interruption or failure of any such utility service. The CONTRACTOR will make final connections.

Mandatory Requirements:

Prior to the equipment being put in use, CONTRACTOR shall: a) supply each location with items ("quality control kits") necessary to ensure the correct functioning of the equipment; and b) train staff on appropriate use.

In no event shall the DEPARTMENT'S failure to act cause the DEPARTMENT to be liable for costs associated with maintenance or failure of the equipment; and c) be responsible for preventive maintenance and remedial service for all CONTRACTOR-

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supplied equipment in accordance with the manufacturer's recommendations and guidelines.

The CONTRACTOR shall furnish and install all DEPARTMENT specified coolers, fountain units, vending machines, Bulk CO₂, CO₂, and other such equipment at no charge to the DEPARTMENT. All equipment must be like new equipment.

The CONTRACTOR shall furnish new racks, CO₂ handling components and any other equipment as deemed reasonably necessary by the DEPARTMENT at no charge to the DEPARTMENT.

Some areas shall require self-contained refrigeration dispensers and stands. The selection of products to be dispensed and versatility of equipment required shall be determined by the DEPARTMENT based upon reasonable customer needs. Specific equipment to be provided shall be agreed upon by the CONTRACTOR and DEPARTMENT.

Dispensing equipment shall have a secured locking mechanism. The dispensers shall be filtered with a stainless steel, vented, double check back-flow valve. All dispensers shall be equipped with separate water supply shut off.

CONTRACTOR shall be responsible for installing CO₂ gas lines for CO₂ tanks to dispensing equipment where such installation is necessary. The DEPARTMENT shall be responsible for providing passage through walls, ceilings, etc., if required at installation sites. The DEPARTMENT reserves the right to withhold approval of dispensing equipment installation depending upon the total investment required.

CONTRACTOR shall service all locations at intervals necessary to keep each dispensing location supplied with syrup and CO₂ gas. Volumes vary at each location. It shall be the responsibility of the CONTRACTOR to maintain records of volumes and their trends and fluctuations in order to ensure appropriate deliveries to ensure no out of stocks occur. These records shall be made available to the DEPARTMENT upon request.

CONTRACTOR shall be required, at the inception and throughout the term of the CONTRACT, to supply, install, service and maintain all fountain, display, and other equipment used to sell, dispense or display beverages, without cost to the DEPARTMENT.

Equipment provided shall be compatible with the existing equipment or be an acceptable replacement agreed to by the DEPARTMENT.

CONTRACTOR shall supply and install necessary syrup lines for the equipment in a manner that will not detract from decor of location. CONTRACTOR must coordinate and have the approval of the DEPARTMENT for placement.

All equipment must be ENERGY STAR® products or be certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the beverage vending equipment that is being proposed.

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The CONTRACTOR shall furnish/deliver applicable “loaner” equipment in the case of a major breakdown, at no charge to the DEPARTMENT.

The CONTRACTOR shall furnish equipment and advertising material to properly merchandise the products. The requirement to provide necessary equipment to the DEPARTMENT shall continue through the CONTRACT term including needs for upgrading, additional sites or needs that may come about. The Project Manager and the CONTRACTOR shall change the dispensing equipment as mutually agreed upon.

Technical service personnel shall be available by the CONTRACTOR and shall respond to requests to replace or repair malfunctioning equipment.

1. An appropriately trained technician shall be on site and working diligently to return malfunctioning equipment to normal operation within TWENTY-FOUR (24) hours of the service call for a given incident and will have the equipment back in service within FORTY EIGHT (48) of the time the service call was placed.
2. With respect to events held at the Mill Creek Park, the DEPARTMENT requires on-site repair personnel during these events.
3. At its discretion, the DEPARTMENT may require replacement or upgrade of equipment that frequently malfunctions or exhibits excessive downtime. An equipment change, except replacement with like models, requires written approval from the DEPARTMENT.
4. Should the CONTRACTOR not perform the necessary repairs in the timeframe stated above, the DEPARTMENT reserves the right to hire a company of its choice, from a list provided by the CONTRACTOR, to complete the necessary repairs and forward all invoices for related expenses to the CONTRACTOR for payment, and to be reimbursed for any product substitutions to provide the level of service required for these venues.

With respect to special events, the DEPARTMENT may require on-site repair personnel during these events. The CONTRACTOR shall provide all vehicles for servicing the event. All vehicles shall be the property of the CONTRACTOR and shall be identified with the CONTRACTOR'S logo. All vehicles shall be maintained in accordance with state health standards for transporting food.

All CONTRACTOR employees (service personnel: drivers, stock persons, delivery persons) shall be provided with uniforms and nametags that are to be worn at all times while on the premises.

All point-of-sale locations will require menu boards as needed. All menu boards shall be provided to the DEPARTMENT at no additional cost upon the DEPARTMENT'S request.

The DEPARTMENT shall cooperate with the CONTRACTOR to place advertisement materials at specified locations in order to feature the CONTRACTOR'S products and stimulate sales. The DEPARTMENT reserves the right to reject any advertising that interferes with its operations.

CONTRACTOR shall pick up and issue credit for items that are damaged, stale, or in the DEPARTMENT'S opinion, slow sellers.

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CONTRACTOR shall honor all national price agreements with VENDORS of the DEPARTMENT, provided the pricing does not exceed the maximum price set forth in this contract.

Performance Standards and Approved Beverages:

All beverages, including juice and isotonic beverages, packaged, manufactured, or distributed by the CONTRACTOR shall be identified (by complete description including name, SKU, size, packaging, etc.), and shall include any additional beverages available to the DEPARTMENT through subcontracts, CONTRACTOR agreements, or other cooperative efforts. As part of the CONTRACT negotiation, the DEPARTMENT shall identify the products to be included in the contract.

Future beverages packaged, manufactured, or distributed by the CONTRACTOR as well as other future beverages available through other arrangements made by the CONTRACTOR may be added to the contract with the approval of the DEPARTMENT.

The DEPARTMENT recognizes that, regardless of the defined beverages under CONTRACT, the market for products offered by the CONTRACT will change and new products will become available that the DEPARTMENT and DEPARTMENT may wish to include under this CONTRACT. When these instances and opportunities occur, the DEPARTMENT shall welcome a proposal of product addition to the CONTRACT by the CONTRACTOR. Proposal shall be submitted by the CONTRACTOR to the DEPARTMENT and shall include the full product(s) description.

The DEPARTMENT shall be the sole judge of quality and equivalency of products offered. In case of any difference of opinion regarding quality of product or interpretation of general conditions and specifications, the decision of the DEPARTMENT shall be final and binding.

The CONTRACTOR and DEPARTMENT shall mutually determine, with the DEPARTMENT having final authority for the decision, all flavors to be dispensed at each location whether vending, fountain, retail or other.

The CONTRACTOR shall revise portion sizes and specifications in order to better respond to consumer demand.

B. Vending Program

The CONTRACTOR is expected to offer a BEVERAGE VENDING PROGRAM, which shall include but not limited to bottle and can beverages at the locations below.

Location	Number of Existing Vending Machines
Main Office-Honey Bowen	1
Mill Creek Maintenance Area	1
Splash in the Boro	1

The locations and numbers of vending machines may be changed with the DEPARTMENT'S permission.

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CONTRACTOR, by and through its representatives, agents, subcontractors, or independent contractors, shall be responsible for all product, equipment, service and revenue capture for the BEVERAGE VENDING PROGRAM.

Mandatory Requirements:

Storage. DEPARTMENT will not be required to furnish any storage space for beverage products owned by the Contractor unless compensation is paid to the Department. DEPARTMENT may provide temporary storage of concession equipment after athletic or other events without charge. Informal arrangements may be agreed upon between individual site administrators and the Contractor for limited storage of product owned by the Contractor. However, the product stored shall only be for the intended use of the site at which it is stored. Additionally, DEPARTMENT will bear no financial responsibility in the event of theft or product damage.

Commissions. Bulloch County makes no warranty, either expressed or implied, of the annual sales potential to be realized from this contract. The commission rate should be stated as a percentage of net sales. Net sales shall be calculated as gross sales collected minus the general excise tax and the Georgia redemption value. The commission percentage rate on vended products and unit prices for products to be purchased for resale shall be firm for the contract period and shall include all freight and handling charges, F.O.B. Destination. The Contractor shall include an initial pricing proposal for every product to be offered. The Contractor will be allowed to increase product pricing on vended products once annually after the first year of the contract. However, price increases shall be governed by prevailing market conditions and in no instance shall be greater than any increase experienced in similar markets within the State of Georgia. Guaranteed fixed pricing for each renewal year must be submitted ninety days prior to the end of the current term of the contract and the guaranteed yearly rates cannot exceed the cost per living percentage for the consumer price index for all urban consumers for non-alcoholic beverages.

Reporting Format. The Contractor is required to provide as part of their response to this RFP the statement format that will be used to document monthly revenue. The ideal statement will itemize sales activity on a per machine basis detailing period of report, machine locations, type, monthly and year-to-date revenue. DEPARTMENT must approve the Contractor's monthly report format for the purpose of tabulating and monitoring sales receipts and the making of monthly commission payments. Such reports shall be submitted to a designated DEPARTMENT representative monthly and shall include detailed sales reports by product and machine location, as well as a periodic reconciliation of the sales dollars from each location with the gross expected sales dollars based on the product sold. The report shall separate sales and commission payments by site and by program. The Contractor shall maintain complete and accurate records of vending transactions for each machine in accordance with the accepted industry standards and will keep such financial records for a minimum period of five years after the close of each year's operation. The monthly payment must be received by the DEPARTMENT Finance Department no later than the 20th of each month for activity for the preceding month. Failure to provide monthly drafts or management reports in a timely manner can result in cancellation of the contract or the imposition of penalties. Causes of abnormal revenues are to be noted and explained.

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Employee Agents. All Contractor representatives handling cash at the County shall be direct, full-time employees of the Vendor. Subcontracting of collection responsibilities shall not be allowed under any circumstances. All vending machines shall be identified by equipment make, model, and location for the files of the County. The Vendor shall appoint a Vendor's Management Agent who will routinely review and inspect operations and consult with the County on current and future services and programs. The Vendor's agent shall be thoroughly familiar with all aspects of the contract and shall have full authority on the Vendor's behalf in any and all matters pertaining to the contract. All Vendor employees must present a neat and clean appearance while performing under this contract. Vendor employees must wear a uniform and name tag that represents the company they are employed by. The Vendor and their employees and/or agents shall park motor vehicles only in a place or places designated and/or approved by the Building and Facilities Director.

Refunds. The Contractor shall be prepared to work out with the County, an equitable and simple procedure for refunding cash to customers for cash lost due to malfunction of any machine. Refunds to the customer will be available through an on-site DEPARTMENT location(s). CONTRACTOR shall reimburse the DEPARTMENT for money lost in the beverage vending machines. Reconciliation of refunds from the DEPARTMENT and reimbursement to the refund account by the CONTRACTOR shall be on a weekly basis for the prior week. Install new or recently reconditioned machines with bill changing mechanisms.

Losses. Losses incurred from the operation of vending equipment due to theft, fire, vandalism, damage, etc., will be absorbed by the CONTRACTOR and are not to be factors in the computation of DEPARTMENT commissions.

Machine Identification. Each machine must be clearly identified with a number on its front so that reports of malfunctions can refer to a particular machine. In a manner acceptable to the DEPARTMENT, each machine is to be clearly labeled near eye level in the vicinity of the coin/bill acceptor with the Department telephone number to report malfunctions, and the DEPARTMENT location to receive refunds when money is accepted and no product or an unsatisfactory product is vended.

Machine Standards. All vending machines must meet the standards of the National Automatic Merchandising Association and be listed in their latest "Listing of Letters of Compliance" and/or meets the standards of the National Sanitation Foundation and be listed in their "Approved List," or the equivalent thereof.

Energy Efficiency. All vending machines must have ENERGY STAR specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and an updated list of qualifying products. Qualifying models shall come equipped with hard wired controls and/or software capable of automatically placing the machine into a low power mode during periods of extended inactivity while still connected to its power source to facilitate the saving of additional energy, where appropriate. The machine shall be capable of operating in each of the low power mode states described below: 1) Lighting low power state – lights off for an extended period of time; 2) Refrigeration low power state – the average beverage temperature is allowed to rise above 40°F for an extended period of time; 3) Whole machine low power state – the lights are off and the refrigeration operates in its low power state. In addition, the machine shall be capable of automatically returning itself back to its normal operating

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conditions at the conclusion of the inactivity period. The low power mode-related controls/software shall be capable of on-site adjustments by the vending operator or machine owner. The equipment must operate on 110-115 volts and be UL listed.

Bill Changers. Equipment shall include coin mechanisms and bill acceptors that accept current U.S. coin and currency and shall be promptly updated as needed to accept future U.S. coin and currency.

Metering. All electrically operated machines shall be equipped with non-resettable cash metering devices, and/or sales metering devices. The required capacity of each machine shall depend on the needs and requirements of each location.

American with Disabilities Act (ADA). All equipment shall meet current Americans with Disabilities Act (ADA) standards. All selection buttons, coin mechanisms, and bill acceptors shall be no higher than 54 inches.

Inspections. CONTRACTOR shall establish a recurring inspection and preventative maintenance program to ensure machines remain in sound operating condition. Throughout the term of the CONTRACT, the CONTRACTOR shall make periodic inspection visits with a DEPARTMENT representative to evaluate machines for replacement, etc.

Condition. All equipment shall be kept clean and in a sanitary condition. Any parts of the machine that are broken, scratched, or dented are to be repaired or replaced to maintain a clean appearance and prevent vandalism. The Vendor assumes full risk and responsibility for any loss, destruction, or damages to the Vendor's equipment. The County shall take such measures as is possible within existing policy for protection against loss by pilferage or destruction.

Replacement. Machines shall be replaced with new or refurbished units when: a) operation becomes unreliable; b) The machines become unsightly due to damage or routine wear and tear; or c) at any other time the County and the Vendor agree that the equipment needs to be replaced. The Vendor shall not install or remove equipment nor change location without the written prior approval of the Building and Facilities Director. All expenses for the installation or removal of vending machines will be the responsibility of the Vendor.

Utilities. The Vendor is responsible for inspecting facilities and identifying available utilities for placement of machines. The County shall be responsible for providing the proper utilities (electricity) for connection of vending machines. The Vendor shall be responsible for installing and connecting equipment to the utilities. The County shall not guarantee an uninterrupted supply of electricity except that it shall be diligent in restoring service following an interruption. The County shall not be liable for any losses which may result from the interruptions or failure of any such utility service.

Pricing. Prices shall remain fixed from the Notice to Proceed date to April 6, 2024, provided the federal and state tax structure and the statutory minimum wage requirements remain the same. However, this does not preclude changes in price downward during this period.

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Service Calls. The Vendor will respond to all service calls within a twenty-four (24) hour period or the next business day from time of notification. The Vendor will provide a phone number for normal service assistance that will be staffed from 8:00am to 5:00 pm five (5) days a week, excluding weekends. Before leaving any county facility, the service technician shall inform the Building and Facilities Director's office of the action taken to resolve each service problem and the status of each machine. The Vendor will maintain all vending machines in good working order with an acceptable service company with factory trained and certified service technicians.

Product Stocking. CONTRACTOR shall supply, install, fill, service and maintain all vending equipment. CONTRACTOR shall keep full-service machines stocked so as to provide, under normal conditions, sufficient amounts of products, dispensed in conformity with all applicable Federal, State and local laws. The DEPARTMENT shall have the final authority to require increased levels to deal with unacceptable frequencies of product "outages". All cartons or packaging material left over from stocking the machines shall be removed from the premises.

Insurance. The Contractor shall purchase from and maintain in a company or companies authorized to do business in the state of Georgia the following types of insurance:

- A. Statutorily required workers' compensation insurance.
- B. Commercial general liability insurance, **with an endorsement naming the County as an additional insured**, and with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
- C. Motor vehicle liability insurance, with limits of not less than \$1,000,000.00 for bodily injury to or death of one person in anyone accident, and not less than \$2,000,000.00 because of bodily injury to or death of two or more persons in any one accident; and not less than \$250,000.00 because of injury to or destruction of property.

Certificate of Liability Insurance must be provided with the submitted proposal.

C. Beverage Rights Program

The CONTRACTOR shall have the exclusive rights to sell beverages at all specified locations. The DEPARTMENT and the CONTRACTOR agree that beverage products manufactured, sold, and distributed by the CONTRACTOR shall be the exclusive beverages sold, dispensed, served, distributed for free (sampled), advertised, or promoted anywhere, anytime at the specified locations.

The CONTRACTOR will be provided first right of negotiation with the Department for Corporate Partner exclusivity in the Soft Drink category. This will include sponsor inventory and promotional opportunities at park venues and events.

The CONTRACTOR will be provided with a list of special events in advance.

Permitted Exceptions to Beverage Rights:

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- Specialty drinks that are not manufactured, sold, and distributed by the CONTRACTOR.
- Fresh milk
- Freshly squeezed juices.
- Freshly brewed coffee and beverages (e.g., espresso, latte, and cappuccino), freshly brewed tea and freshly brewed tea products, hot chocolate, DEPARTMENT branded water, DEPARTMENT branded beverages.
- Any contracted branded concept of hot beverages and freshly made smoothie drinks that are part of a specific company branded concept.
- National brands may have a specialty drink associated with their concept that will be permitted, and other branded concepts that specialize in specialty drinks. National branded concepts may advertise their specialty drinks on menu boards.

The Exclusive Beverage Advertising Benefits shall include principally the following benefits:

The following advertising and other rights:

- Point-of-Sale Advertisement
- Product Cups/Containers
- Sponsorship of Scoreboard Panel for Advertising
- Sponsorship of Events
- Complimentary Print Advertising (including team, club, or organizational printed material)
- Other Advertisement Opportunities as included in the respondent's proposal – subject to final contract negotiation.

The Department will have final approval regarding quantity, positioning, placement, size and content of all advertisement.

NOTE: The above benefits shall be inclusive of, and not in addition to, any existing advertising of a similar nature being received by the proposer for which payment has not yet been made.

D. Requested Funding Elements (Optional)

These funding elements are optional but do bear weight when deciding on a CONTRACTOR. The CONTRACTOR could provide:

- 1) T-shirt fund - \$1,000 made as an annual payment to the DEPARTMENT. The DEPARTMENT will have t-shirts made that include the CONTRACTOR logo that will be worn by DEPARTMENT concessions staff at all locations.
- 2) Free Product for Hospitality-\$1,000 worth of product for events that need VIP/Volunteer drink areas. DEPARTMENT must request this product on an as-needed basis.
- 3) Opening Day Sponsor- \$1,000 made as an annual payment to the DEPARTMENT. These are the opening days to Spring Season and Fall Season.
- 4) Independence Day Celebration (July 4) Sponsor - \$5,000 made as an annual payment to the DEPARTMENT.
- 5) Splash in the Boro Waterpark tickets for CONTRACTOR employees/clients - \$1,000 for 100 tickets made as an annual payment to DEPARTMENT.

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- 6) ArtsFest Event Sponsorship - \$1,000 made as an annual payment to the DEPARTMENT. ArtsFest is in April each year on the Georgia Southern campus.
- 7) Splash Radio Advertisement - \$1,000 made as an annual payment to the DEPARTMENT. This is the CONTRACTOR-made radio advertisement that will play over the PA system at Splash in the Boro all summer long. CONTRACTOR must provide an .mp3 advertisement.
- 8) Ice Maker Fund - \$9,700 made as an annual payment to the DEPARTMENT.
- 9) Scoreboard maintenance \$2,000.
- 10) Souvenir cups \$3,000

TOTAL for Optional Funding elements: \$24,700 paid by check annually to the DEPARTMENT by the CONTRACTOR. \$1,000 worth of product provided by the CONTRACTOR to the DEPARTMENT.

FORMAT FOR PROPOSAL SUBMISSION

One original and five (5) copies of the transmittal letter and final report shall be delivered in the following format:

As envisioned, the scope of service for this proposal will include the following components. Please note that consulting firms are not limited to the components presented here and are encouraged to expand on the suggested components and the approach they would take to develop the study.

- 1) Evidence of prior experience of the firm with successfully completed (within budget and on time) similar contracts.
- 2) Prior knowledge of local or special conditions possessed by the responding contractor(s).
- 3) Profile of the responding firm's proposed Project Manager and their relevant individual experience.
- 4) Location of primary service office.
- 5) Demonstrated capacity to accomplish the services within the desired schedule.
- 6) Three references from the most closely related projects (including individuals' names, relevant responsibilities, e-mail addresses, and telephone numbers). References must not be for project more than five (5) years old.
- 7) Responding firm's litigation history.
- 8) Responding firm's financial stability.
- 9) Responding firm's insurance capacity as evidenced by a certificate of insurance for general liability.
- 10) Proposal offering (pricing, commissions, value added items, etc.)

CLIENT SUPPORT

The County staff will assist by providing client support for additional and advanced data gathering and analysis using available operating data on services provided. The County will provide all relevant documents, inventories, financial data, in-house surveys, to ensure that all issues are addressed. The proposer should indicate the types of records and access they will need to fulfill the obligations of the project.

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RFP SCHEDULE	
ACTIVITY	DATE
RFP Issued	February 15, 2023
Non-Mandatory Pre-Proposal Conference and questions due	March 7, 2023 @ 11:00 AM
Return of Responses to Questions	March 9, 2023
Submission Deadline for Proposals	March 14, 2023 @ 3:00 PM
Evaluation-Interviews-Preliminary Negotiations (if necessary)	March 16-17, 2023
Selection-Final Negotiations (if necessary)	March 17, 2023
Award by Board of Commissioners	March 21, 2023

ATTACHMENT A
SUPPLEMENTAL DOCUMENTATION

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FORM A: FEE AND COMMISSIONS SCHEDULE

TO: Bulloch County Board of Commissioners
115 North Main Street
Statesboro, Georgia 30458
ATTN: Faye Bragg
ITEM PROPOSED: Beverage Rights Program

**BEVERAGE DISPENSING
Item
Estimated Annual Volume
Unit Cost**

NA Beverage CPI acceptable? (Y/N; or alternate percentage price escalator)

5 Gallon BIB	1085 cases
2.5 Gallon BIB	135 cases
CO2	32
24 oz. Cups (1000/case)	32 cases
32 oz. Cups (480/case)	30 cases
20 oz. Bottled Drinks (24/case)	220 cases
Sport Drinks 20 oz. Bottles (24/case)	413 cases
Bottled Water (24/case)	601 cases

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Brands Offered
Flavor
Diet or Regular

BEVERAGE VENDING MACHINES			
Location:			
PRODUCT	BRANDS AND FLAVORS	SIZE (oz)	UNIT SALE PRICE
Soft Drinks			
Sport Drinks			
Bottled Water			
Energy Drinks			

BEST POSSIBLE START DATE: _____

Please describe your ability to meet the scope of work for the vending program on a separate sheet of paper.

All proposals submitted shall be subject to acceptance or rejection and the County specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the process. The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be under separate cover and to be considered only at the discretion of the County.

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Company Name: _____

Company Address: _____

Signature of Representative: _____

Printed Name of Representative: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

Subscribed and sworn to before me this ____ day of _____ 20__.

NOTARY PUBLIC _____

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FORM B: NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF:

COUNTY OF:

Owner, Partner or Officer of Firm:

Company Name, Address, County and State:

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the vendor to submit the attached proposal. Affiant further states as vendor, that they have not been a party to any collusion among vendors in restraint of competition by agreement to submit a proposal at a fixed price or to refrain from proposing; or with any office of the Bulloch County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between vendors and any official of the Bulloch County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed proposal for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

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FORM C: VENDOR DECLARATION

The vendor understands, agrees and warrants:

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

That the vendor has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this proposal shall be valid for **60** days.

That this proposal may be withdrawn by requesting such withdrawal in writing at any time prior to **March 14, 2023 @ 3:00pm** but may not be withdrawn after such date and time for a period of **60** days.

That Bulloch County reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. Bulloch County reserves the right to waive any technicalities or informalities in the solicitation process.

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

If a partnership, a general partner must sign.

If a corporation the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this proposal.

VENDOR:

Name Title

Name Title

AFFIX CORPORATE SEAL (if applicable)

Subscribed and sworn to before me this _____ day of _____ 20____.

NOTARY PUBLIC _____

Check List

All items listed on this page must be completed and returned in the submitted RFP for the RFP submission to be accepted. The items listed below must be completed, signed, and notarized where applicable. Failure to return any of the items listed will be justification for not accepting a submission for this project.

- 1. Page 13 – Certificate of Liability Insurance

- 2. Page 15 – All items listed in the format for proposal submission section

- 3. Page 17 – Supplemental Attachments to include Form A, Fee and Commission Schedule; Form B, Non-collusion Affidavit; Form C, Vendor Declaration

- 4. Page 19 – Your ability to meet the scope of work for the vending program on a separate sheet of paper.

STATE OF GEORGIA
COUNTY OF BULLOCH

(SAMPLE)

**PROFESSIONAL SERVICES AGREEMENT FOR:
(NAME OF SERVICES)**

This Agreement is entered into this ____ day of _____, 20__, by and between Bulloch County, a political subdivision of the State of Georgia, acting by and through its governing authority, the Bulloch County Board of Commissioners, (hereinafter "the COUNTY"), and _____, (hereinafter "the CONTRACTOR").

WITNESSETH: That in consideration of the mutual covenants, obligations, and promises herein contained, the parties do mutually agree as follows:

1. Engagement: The COUNTY, acting pursuant to its vested authority, does hereby hire the CONTRACTOR to perform, and the CONTRACTOR agrees to perform, professional services as set forth in Exhibit "A" attached hereto and incorporated herein as a part of this Agreement.
2. Items to be Furnished by the COUNTY: Assist the CONTRACTOR by providing at his disposal all studies, reports, sketches, maps and other documents in possession of or accessible to the COUNTY required to ensure successful project completion.
3. Time for Performance. Work under this Agreement shall commence upon the giving of written notice to proceed by the COUNTY to the CONTRACTOR. CONTRACTOR shall perform all services and provide all work product required pursuant to this Agreement within ____ calendar days from the date written notice is given to proceed, unless an extension of such time is granted in writing by the COUNTY.
4. Payment. The CONTRACTOR shall be paid by the COUNTY for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by CONTRACTOR shall be made as provided in Exhibit "A" attached hereto, provided that the total amount of payment to CONTRACTOR shall not exceed \$ _____ (hereinafter the "CONTRACT PRICE") without express written modification of this Agreement signed by the COUNTY.
 - b. The CONTRACTOR may submit vouchers to the COUNTY once per month during the progress of the work for partial payment for project completed to date, up to 80% of the CONTRACT PRICE. The COUNTY will check such vouchers, and upon approval thereof, payment will be made to the CONTRACTOR in the amount approved.

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- c. Final payment of any balance due the CONTRACTOR of the CONTRACT PRICE earned will be made promptly upon its ascertainment and verification by the COUNTY after the completion of the work under this Agreement and its acceptance by the COUNTY.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the CONTRACTOR in connection with the services rendered under this Agreement shall be the property of the COUNTY whether the project for which they are made is executed or not. The CONTRACTOR shall be permitted to retain copies, including reproducible copies of drawings and specifications for information, reference and use in connection with CONTRACTOR'S endeavors.
6. Indemnification. The Contractor agrees to indemnify, hold harmless, and defend the County, its officials, and employees (hereinafter collectively "the County indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of Contractor's material breach of this Agreement, unless such is attributable to the sole negligence of the County indemnitees. The indemnity obligation of the Contractor will survive the expiration or termination of this Agreement.

The County agrees to indemnify, hold harmless, and defend the Contractor, its officers, and employees (hereinafter collectively "the Contractor Indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable attorney's fees) related to or arising in any way out of the County's material breach of this Agreement, unless such is attributable to the sole negligence of the Contractor Indemnitees. The indemnity obligation of the County will survive the expiration or termination of this Agreement.

7. Independent Contractor. The CONTRACTOR and the COUNTY agree that the CONTRACTOR is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONTRACTOR nor any employee of CONTRACTOR shall be entitled to any benefits accorded COUNTY employees by virtue of the services provided under this Agreement. The COUNTY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

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8. Covenant Against Contingent Fees. The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the CONTRACT PRICE or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
9. Discrimination Prohibited. The CONTRACTOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
10. Assignment. The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the COUNTY.
11. Non-Waiver. The failure of the COUNTY to require performance by the CONTRACTOR of any term or condition of this Agreement shall not be construed or held to be a waiver of such term or condition. The COUNTY'S waiver of any term or condition of this Agreement shall not be construed or held to be a waiver of any other term or condition of this Agreement.
12. Termination. The COUNTY or CONTRACTOR may terminate this Agreement by giving thirty (30) days' written notice to the other party. The COUNTY shall pay in full for all work previously authorized and performed prior to notice of termination. In the event of termination, the CONTRACTOR agrees to cooperate reasonably with any other CONTRACTOR thereafter retained by the COUNTY in making available information developed as the result of work previously performed by the CONTRACTOR.
13. Notices. Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

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Notices to the COUNTY shall be sent to the following address:

Bulloch County Board of Commissioners
c/o County Manager
115 North Main Street
Statesboro, GA 30458
(912) 764-6245 Phone
(912) 764-8634 Fax

With a copy to: Jeff S. Akins, Esq.
County Attorney
Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458

Notices to CONTRACTOR shall be sent to the following address:

14. Legal Construction; Severability. This Agreement shall be governed by the laws of the state of Georgia. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
15. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are hereby nullified and superseded by this Agreement, and neither party shall have any further rights or obligations under such superseded agreements.
16. Amendment or Modification. This Agreement may be amended or modified only by the mutual written consent of the parties hereto. Such mutual written consent shall reference this Agreement, shall clearly state the amendments or modifications thereto, and shall be signed by an authorized officer or agent of the respective parties. Any purported amendment or modification of this Agreement that is not in writing or executed in accordance with this provision shall not be binding on either party and shall be deemed null and void.
17. Immunity. Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, officers, agents or employees are legally entitled.

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18. Time of the Essence. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and seals,
this ____ day of _____, 20__.

BULLOCH COUNTY

(CONTRACTOR)

By: _____
Thomas M. Couch, County Manager

By: _____

Printed Name and Title

Attest: _____
Venus S. Mincey-White, Clerk

Attest: _____

Printed Name and Title