



# RFP Item #26-243

March 19, 2026

## Marina and Boat Storage Warehouse Operator

For

Augusta-Richmond County (herein "Augusta")  
On behalf of the Recreation and Parks Department  
Located at 2027 Lumpkin Road, Augusta, GA 30906

**RFP Due: Wednesday, April 15, 2026 @ 11:00 a.m.**

**Andy Penick**  
**Director of Procurement**  
**535 Telfair Street, Suite 605**  
**Augusta, Georgia 30901**

## Request for Proposals

Sealed proposals will be received at this office until **Wednesday, April 15, 2026 @ 11:00 a.m.** RFP openings are open to the public in the Procurement Department located at 535 Telfair Street, Suite 605, Augusta, GA 30901 and via Teams: Meeting ID: 260 384 294 343 91; Passcode: bH9EP7Xz for furnishing:

RFP #26-243 Marina and Boat Storage Warehouse Operator for Augusta-Richmond County (herein "Augusta") – Recreation and Parks Department

No submittal will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No proposals may be withdrawn for a period of ninety (90) days after proposals have been opened, pending the execution of contract with the successful vendor.

RFP documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCBid menu (<http://appweb2.augustaga.gov/NewARCBid/ARCBid.html>), and DemandStar™ website located at <https://network.demandstar.com>. Bidders must mark the ITB number on the outside of the submittal envelope. Addenda will also be posted on the above listed website.

Mandatory Pre-proposal conference will be held on **Thursday, April 2, 2026 @ 10:00 a.m.** at the Procurement Department, 535 Telfair Street, Suite 605 Augusta, GA 30901. Mandatory Site Visit to follow.

Question or request for clarifications must be submitted to the Procurement Department on or before the close of business **Monday, April 6, 2026 @ 5:00 P.M.**

Augusta Procurement Department  
Attn: Jamye Mortley  
535 Telfair Street - Room 605  
Augusta, Georgia 30901  
Phone: 706-821-2422  
Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

Proponents are cautioned that acquisition of the proposal documents through any source other than the office of the Procurement Department is not advisable. Acquisition of proposal documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Publish:

Augusta Chronicle      March 19, 26, and April 2, 9, 2026

Revised: 1/27/26

## PROCUREMENT DEPARTMENT

### ELECTRONIC TEAMS INFORMATION

The Augusta, Georgia Procurement Department conducts Public RFP, RFQ, and Bid Openings to award quality contracts for Augusta. Bidders may participate in our Public Openings via webcast or teleconference by following the instructions outlined below:

### ELECTRONIC BID INSTRUCTIONS

RFP Opening – RFP Item #26-243 Marina and Boat Storage Warehouse Operator for Augusta, GA – Recreation and Parks Department

RFP openings are open to the public in the Procurement Department located at 535 Telfair Steet, Suite 605, Augusta, GA 30901

**Wednesday April 15, 2026 @ 11:00 a.m.**

TEAMS Opening (optional):

1. Go to <https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting> and enter meeting ID: 260 384 294 343 91
2. Password: bH9EP7Xz

**Revised 1/29/26**

**INSTRUCTIONS TO SUBMIT**

- 1.1 Purpose: The purpose of this document is to provide general and specific information for use by vendors in submitting a bid to supply Augusta, Georgia with equipment, supplies, and or services as listed above. All bids are governed by the Augusta, Georgia Code.
  
- 1.2 Viewing the Augusta Code: All bids are governed and awarded in accordance with the applicable federal and state regulations and the Augusta, Georgia Code. To view the Code visit Augusta's website at [www.augustaga.gov](http://www.augustaga.gov) or <http://www.augustaga.gov/index.aspx?NID=685> Guidelines & Procedures.
  
- 1.3 Compliance with laws: The Bidder shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or Augusta, Georgia statute, ordinances, and rules during the performance of any contract between the Bidder and Augusta, Georgia. Any such requirement specifically set forth in any contract document between the Bidder and Augusta, Georgia shall be supplementary to this section and not in substitution thereof.
  
- 1.4 Bids For All Or Part: Unless otherwise specified, County reserves The Right To make an award(s) for all Items, or categories, or specific line items, to one or more bidders. Bidder may restrict their bid to consideration in the aggregate by so stating but must name a unit price on each item submitted upon.
  
- 1.5 All protests shall be made in writing to:  
  
Attn: Andy Penick  
Procurement Director  
535 Telfair Street, Suite 605  
Augusta, GA 30901  
Email:[procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)
  
- 1.6 Local Vendor Preference: The Local Vendor Preference policy shall only be applied to projects of one-hundred thousand dollars (\$100,000) or less and only when the lowest local qualified bidder is within 10% or \$10,000, whichever is less of the lowest non-local bidders.
  
- 1.7 Augusta, Georgia License Requirement: For further information contact the License and Inspection Department @ 706 312-5050.  
  
General Contractors' License Number: If applicable, in accordance with O.C.G.A. §43-41, or be subjected to penalties as may be required by law.  
  
Utility Contractor License Number: If applicable, in accordance with O.C.G.A. §43-14, or be subjected to penalties as may be required by law.
  
- 1.8 Terms of Contract: (Check where applicable)  
[ ] (A) Annual Contract  
[ ] (B) One time Purchase.  
[X] (C) Other

Revised 11/24/25



NOTICE TO ALL VENDORS

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Exhibit A is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Bidder/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

Exhibit A Must be Notarized & Two (2) Pages Must be returned with your submittal.

Business License Requirement: Bidder must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain an Augusta-Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

Acknowledgement of Addenda: You Must acknowledge all Addenda. See Page 1 of Exhibit A.

E-Verify \* User Identification Number (Company I.D.): Vendor must provide the E-Verify affidavit with their bid.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

Affidavit Verifying Status for Augusta Benefit Application (Systematic Alien Verification for Entitlements Program) (Must Be Returned With Your Submittal)

The successful vendor will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. E-Verify MOU (Memorandum of Understanding)



Exhibit A

Augusta, Georgia Procurement Department  
ATTN: Procurement Director  
535 Telfair Street, Suite 605  
Augusta, Georgia 30901

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Where/How did you hear about this solicitation? \_\_\_\_\_

Attach a copy of your Business License and your General Contractor License.

If applicable, provide a copy of the following:

Utility Contractors License - MUST BE LISTED ON FRONT OF ENVELOPE

Acknowledgement of Addenda: (#1) \_\_\_\_: (#2) \_\_\_\_: (#3) \_\_\_\_: (#4) \_\_\_\_: (#5) \_\_\_\_: (#6) \_\_\_\_: (#7) \_\_\_\_: (#8) \_\_\_\_:

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin, or ethnicity, with regard to prime contracting, subcontracting, or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company; That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Bidder

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and

2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;

b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;

c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;

d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;

e) The Contractor will contract for the 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(a), (b), and (c);

f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor..

For additional information or to enroll your company, visit the **State of Georgia** website:

<https://www.e-verify.gov/employers/enrolling-in-e-verify>

**Federal Work Authorization User Identification Number: E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

\*\* (E-Verify Number) \_\_\_\_\_ Name of Public Employer \_\_\_\_\_

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (City),  
\_\_\_\_\_ (State).

Signature of Authorized Officer or Agent  
NOTARY COMMISSIONING

Printed Name and Title of Authorized Officer or Agent

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy of Exhibit A, and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

You Must Complete and Return the two (2) pages of Exhibit A with Your Submittal. Document Must Be Notarized.



Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

[ITB Project Number and Project Name]

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

[Print/Type: Name of business, corporation, partnership, or other private entity]

- 1.) I am a citizen of the United States.
2.) I am a legal permanent resident 18 years of age or older.
3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States. \*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant

Printed Name

\*Alien Registration Number for Non-Citizens

NOTARY COMMISSIONING

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

Notary Public

My Commission Expires: NOTARY SEAL

Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Rev. 11/24/25



**TRADE SECRET STATUS AFFIDAVIT  
Augusta, Georgia**

All documents, data, letters and generated information received by Augusta, Georgia constitutes a "public record" and is subject to disclosure under the Georgia Open Records Act ("GORA"). O.C.G.A. § 50-18-70 et seq. However, pursuant to O.C.G.A. § 50-18-72(a)(34), "[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].

O.C.G.A. § 10-1-761(4) defines "Trade secret" as "...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy."

Therefore, the records listed below and attached hereto, that were submitted with \_\_\_\_\_ response to Augusta, Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor \_\_\_\_\_ are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- **Your company is requested to send a redacted copy of your submittal.**

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that Augusta, Georgia not disclose this protected information under the Georgia Open Records Act ("GORA").

Signature:

\_\_\_\_\_  
[Signatory Name in Print]

\_\_\_\_\_  
[Signatory's Title] [Company Name]

Date: \_\_\_\_\_

\_\_\_\_\_  
[Signatory's Title]

**NOTARY COMMISSIONING**

Subscribed and sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

SECTION 1:  
INSTRUCTIONS TO SUBMIT

Augusta, Georgia is seeking proposals to provide the services of Marina and Boat Storage Warehouse Operator for the Augusta Recreation and Parks Department. Your submittal should respond to, and be based on the information included in this Request for Proposal.

Proposals will be received by the Augusta Commission, (hereinafter called the "Owner"), at the office of the Procurement Director, 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Wednesday, April 15, 2026 @ 11:00 a.m.**, and then, at said office, publicly opened and read aloud. Your proposal must be submitted in a sealed package and labeled with the vendor's name and the name of the project, "RFP Item #26-243 Marina and Boat Storage Warehouse Operator" for Augusta, GA. You are required to submit one (1) marked unbound original and one (1) electronic copy of the RFP and one (1) copy of the fee proposal and one (1) electronic copy of your fee proposal is to be submitted in a separately sealed envelope. No submittal will be accepted by email; all must be received by mail or hand delivered.

Opening can be viewed via TEAMS- Meeting ID: 260 384 294 343 91- Passcode: bH9EP7Xz.

If the proposal is forwarded by mail, or other second party delivery service, the sealed envelope containing the proposal must be enclosed in another envelope addressed to:

Andy Penick, Procurement Director  
Augusta Procurement Department  
535 Telfair Street - Suite 605  
Augusta, Georgia 30901

All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

The Proposal Package contains provisions required for specifications. All firms responding are cautioned to read this information carefully for understanding and request clarification from Augusta on any questions pertaining to this request.

Mandatory pre-proposal conference will be held on **Thursday, April 2, 2026 @ 10:00 a.m.** at the Procurement Department, 535 Telfair Street, Suite 605, Augusta, GA 30901. Site visit is to follow.

All questions should be directed to Andy Penick, Director of Procurement, and must be in writing by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov). The last day to submit questions is **Monday, April 6, 2026, @ 5:00 P.M.** Issues and responses addressed in any other manner will not be considered valid or binding in consideration of bids or any subsequent contract negotiations.

Interested firms are cautioned that acquisition of RFP Documents through any source other than the office of the Procurement Department is not advisable. Acquisitions of said documents from unauthorized sources place the bidder at the risk of receiving incomplete or inaccurate information upon which to base their proposal.

Correspondence must be submitted via mail or email as follows:

Augusta Procurement Department  
Attn: Andy Penick, Procurement Director  
535 Telfair Street, Suite 605  
Augusta, GA 30901  
Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner and form prescribed. For a submittal to be considered, it must remain valid for at least 90 days after bids have been opened, pending the execution of contract with the successful vendor.

After advertisement, the RFPs shall be opened per Procurement guidelines. The Procurement Department shall determine whether each package appears to be minimally responsive to the published RFP requirements.

The Augusta Recreation, Parks and Facilities Department, in association with Procurement, will appoint a selection committee to review all acceptable minimally responsive packages. The selection committee members shall review and score each package individually based on the evaluation criteria.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made.

The firm's demonstrated technical capability and other qualifications, as described herein, will also be assessed. The Owner will then make their recommendation to the Augusta, Georgia Commission for their consideration and final approval.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners.

Award will be made as a whole to one bidder as a lease agreement with compensation being made to the City of Augusta.

## SECTION II OBJECTIVE

The primary goals to be achieved are to improve marina services offered to the public and to reduce the overall costs to Augusta, Ga., in the operation of these facilities. The successful operator will upgrade operations and provide a foundation for meeting operating expenses without sacrificing the quality of customer services to marina users.

The terms of the contract will be for one (1) year with an option for Augusta to renew the agreement annually for the duration four (4) additional one (1) year terms upon mutual consent of both parties subject to the terms and conditions listed in the contract agreement.

## SECTION III SCOPE OF SERVICES

To be considered, an operator must have a minimum of 5 year's experience in a marina operation or equivalent experiences managing a related type facility. Operator must have knowledge of and experience with the operation of a retail convenience facility that includes food, beverage and convenience items sales.

The following services are required to be provided by the operator:

- Operation of office and marina store
- Daily maintenance repairs and upkeep of docks, store, boat ramps, parking areas and restrooms
- Leasing of dock slips
- Gasoline sales and service
- 24 Hour emergence service capability
- On site resident management

Specifications include the following attachments:

ATTACHMENT "A"- Aerial view of Riverwalk Marina (Dock A&B)

ATTACHMENT "B"- Aerial view of Riverfront Marina (Dock C)

ATTACHMENT "C"- Aerial view of Riverfront Marina Warehouse

ATTACHMENT: "D" - Draft Contract for Riverfront Marina

ATTACHMENT: "E" - Monthly Facility Inspection Report

Required services are to included but not limited to the following items:

1. Augusta is the owner of the Riverwalk and Riverfront Marina's, consisting of that parcel of land located between the Railroad Bridge, and the Gordon Highway Bridge, on the Savannah River. The address is #1 Fifth Street in Augusta, Georgia; and the Riverfront Marina from the break in the levee at East Boundary to Modern Welding, with the address being 103 Riverfront Drive in Augusta, Georgia, including the Riverfront Marina Warehouse. The Riverwalk Marina includes 67 boat slips and the Riverfront Marina can accommodate 5 parallel slips. The Riverfront Marina Warehouse can accommodate more than 50+ boats with inside and outside storage; final number to be determined by size of boats under storage agreements.

2. **Beginning Operation:** The successful operator must assume all operations no later than **July 1, 2026** unless otherwise agreed upon.
3. **Managerial Services:** The Operator shall have an experienced manager on the premises at all times the Marina Store and/or Riverfront Marina Warehouse is operating. Conduct of the employees of the Operator shall be subjected to reasonable regulation by Augusta. Operating hours shall be submitted for approval.
4. **Operator's Employees:** If Augusta has reasonable evidence to believe that any employee of the Operator is incompetent, disorderly, or otherwise has performed his or her duties in an objectionable manner, Augusta shall have the right to require the Operator to replace that employee. Employees are expected to provide good customer service at all times.
5. **Concession Operation:** The Operator may sell concessions as desired, however there shall be no sale of alcohol on the premises. Equipment necessary for the sale of concessions must be furnished by the Operator. Prices for concession shall be reviewed and approved annually by Augusta.
6. **Gas Sales and Operation:** Operator shall provide gasoline sales and operation by acquiring all applicable petroleum vendor licensing. If current Underground Storage Tanks (UST) are to be used, vendor must follow all UST regulations and follow all EPA testing requirements.  
  
Other Rentals: Operator may provide other rental opportunities to the general public. Possible rental opportunities (but not limited to) include canoes, kayaks, paddleboards, jet skis, boats, bicycles, Segway or other mobility devices, etc. All fees shall be reviewed and approved by Augusta.
7. **Fees Charged to the Public:** The Operator shall submit requested fees for Marina Operating including boat slip rentals, dry storage fees, etc. and shall be approved by Augusta. All Fees shall be posted in a conspicuous location at both the Riverfront Marina Warehouse and Marina Store.
8. **Garbage Removal:** Augusta will provide garbage collection tote cans and/or dumpsters, with the Operator assisting with collection responsibilities.
9. **Utilities:** Operator shall obtain telephone service in their name. Other utilities (electricity, gas, water/sewage, and WIFI) will be paid for by Augusta and will be incorporated into the monthly fee due from the operator, including the marina store, marina warehouse, fuel station, docks and individual boat slips. Augusta will continue to provide and maintain Utilities and Landscaping for Common Areas used by the General Public at large. Common Area Utilities include: street and sidewalk lighting, fountains, garbage, water and sewer services.

10. Maintenance and Repairs: Operator shall perform daily maintenance repairs and upkeep of docks, marina store, marina warehouse, boat ramps, parking areas and other areas bound by this Contract. Operator shall keep the Riverwalk Marina neat, clean and free of trash and in good condition. Augusta staff will clean restrooms located adjacent to Marina store at the beginning of each day, with assistance from the Operator during operating hours. Augusta will keep the roof, foundations, exterior walls, underground utility and sewer pipes in working condition.
11. Rules and Regulations: Operation of the Riverwalk Marina and Riverfront Marina Warehouse shall be conducted in compliance with all local, state and federal laws, environmental laws and the ordinances of Augusta, Georgia.
12. Insurance Requirements:
  - A. Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Georgia, to protect themselves from any liability or damage for injury (including death) to any of their employees.
  - B. Maintain Comprehensive General Liability Insurance, at Operator's sole expense, in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage.
  - C. Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work.
13. Appearance: Operator agrees to maintain the Riverwalk Marina, Marina Store and Riverfront Marina Warehouse with an emphasis on safety and cleanliness, and will focus on limiting liability while holding the marina users accountable for their actions. Operator agrees to indemnify and hold harmless Augusta, from and against any claims, actions, demands or liabilities arising out of or relating to Operator's operation of the Riverwalk Marina and Riverfront .
14. Reports: A monthly report of activities (including gross revenue, fuel sales and rental income) shall be submitted to the Director of Recreation and Parks (or their designee) by the 15th of each month. This report shall be created from an approved financial software system. A sample of the report is to be included in your proposal. The report layout will be reviewed and approved by the department prior to award. This report will be subject to audit by the Augusta Finance Department. Monthly facility and outdoor inspections, using forms provided by Augusta (**Attachment E**) must be completed and submitted to the Recreation and Parks Department on or before the 30th of each month. An annual report of the marina activities, revenue, improvements and conditions will be prepared by the Operator for review by Augusta no later than February 1st following the close of the fiscal year on December 31st.
15. Facilities: Operator acknowledges it is receiving management control of the premises and personal property in their current "as is" condition. Operator will maintain the premises in good order and in sanitary and safe condition. **Attachment "A"** is included

showing the area of the Riverwalk Marina, **Attachment "B"** is included showing Riverfront Marina (Dock C), and **Attachment "C"** is included showing the Marina Warehouse property.

16. Contacts: The Marina Store and Riverfront Marina Warehouse staff shall be available by telephone during normal business hours, and for after-hours emergencies. Contact phone numbers shall be posted in a conspicuous area within the Marina Store and the Riverfront Marina Warehouse. Additionally, the operator may develop a web site which can be linked to the Augusta web page, and/or the Recreation and Parks Department web page. The Department will provide a written description of available services within their twice-annual Activities Brochures. Optional advertising space within the Activities Brochure may be available.

17. Special Event Assistance: Marina Operator will assist with any Augusta sponsored or co/sponsored events held at/near the Augusta Riverwalk Marina without additional compensation from event organizers or promoters

#### SECTION IV PROPOSAL CONTENTS

You are required to submit one (1) marked unbound original and one (1) electronic copy of the RFP and one (1) copy of the fee proposal and one (1) electronic copy of your fee proposal is to be submitted in a separately sealed envelope. To be considered responsive to this Request for Proposal (RFP), submittals should address the requested items below. The body of the proposal should not exceed 30 pages. The page minimum does not include Procurement Documents, cover letter, financial information, appendices and tabs. The cover letter should not exceed one page. Proposals should be unbound with numbered tabs identifying each section herein specified.

The Proposer shall submit a proposal containing information as summarized in this section. Firms shall outline the scope of work, elements and tasks therein and the means of execution. The evaluation criteria, as outlined, should be addressed, and the firm's abilities and compliance provided. Failure to follow the required format may result in your organization's proposal being rejected as non-responsive to this process and ARC may exercise that right at its sole discretion. Responses shall be concise and are to address the Consultant's qualifications and experience.

Your response should follow the general format below:

SECTION	CONTENTS
---------	----------

1.	PROCUREMENT DOCUMENTS:
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All documents required under the Augusta Procurement regulations and procedures, properly executed and notarized as required Exhibit A and Save Form). The notary seal shall be visible on the original AND all copies. Attach a copy of your current business license and your general contractor license.

2. QUALIFICATIONS AND EXPERIENCE:

Provide a brief history of your company. Provide the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed. Provide the name, title, address and telephone number of the individual who will negotiate with Augusta and is authorized to contractually bind the firm.

A firm profile of the prime operator and any sub-consultants. Location of primary and branch offices, number of staff members, years in business, financial stability, legal liability, types of services provided and types of projects, which the firm may specialize.

3. ORGANIZATION AND APPROACH:

The Firm is to include but not limited to contact information for proposing team's authorized representative; statement of general understanding; identification of all team members; and description of team structure.

Provide a list of key personnel to provide the requested services and include resumes. Provide resumes of proposed team members. Resumes must include a description of the individual's key duties and responsibilities, education, training, knowledge, skills, expertise, and any other qualifications relevant to the successful development of the Report. Individual resumes are limited to one page. It is important that key assigned Operator and/or Sub-consultant staff has had direct experience on a relevant project.

Firm and subconsultant(s) experience on same and/or similar projects that demonstrate the past performance and experience of the firm(s) within the past five (5) years. List similar projects for at least three comparable projects within past five (5) years, provide a brief description of the project that includes the time frame for the project, tasks, outcomes, and project costs

4. SCOPE OF SERVICES:

Detailed description of the proposed technical approach to be taken for the performance of the required services and associated deliverables. Include details on your understanding of the scope of services listed in the specifications to include the following:

- A. Prior experience in marina operation or knowledge of marina operation.
- B. Experience in performing daily maintenance repairs and upkeep of marina area. (Examples include repair of water lines, simple dock repairs, facility cleaning.)

- C. Prior sales experience with an emphasis on concessions and gasoline and ability to obtain Class "A" and Class "C" Fuel Operator Certification.
- D. Ability to perform customer service to marina patrons by providing 24 hour emergency service, on site resident management.
- E. Demonstrate an ability to coordinate with Recreation and Parks Department with Special Events on the River and an ability to develop a rental plan (canoes, kayaks etc.)
- F. Include details on the financial software system and include a sample of the report for reporting of gross revenue, fuel sales and rental income. This report shall be created from an approved financial software system.

5. SCHEDULE OF WORK

Provide details that your company has both labor and equipment resources to provide the requested services. An organizational chart of the proposed team and description of proposed responsibilities for each member. Also include a statement containing a list of current work commitments with sufficient detail to show that individuals assigned to the project are substantively available for the project.

6. FINANCIAL STABILITY:

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

NOTE: Financial Stability is part of the evaluation criteria. Failure to include the requested information will impact your evaluation score. You may mark the information as confidential.

7. REFERENCES:

Provide at least three references that have recent knowledge of the firm(s) past performance for whom projects similar in size and scope have been performed. All proposers shall include the name, address, e-mail, fax and telephone numbers.

8. FEE PROPOSAL

Revenue fee proposal is to be submitted on the fee proposal included in the specifications. Attach additional sheets as required for any additional details.

Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 26-243 Marina and Boat Storage Warehouse Operator.

## SECTION V PROPOSAL REQUIREMENTS

Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Text is to include information in which the firm shall describe the proposed services as interpreted from the Scope of Services. The overall submittal shall not surpass forty (40) pages. Submittal should be organized and tabbed (Cover letter, tabs and other required forms are not a part of the forty (40) page limit). If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal and will not count toward the minimum page requirement.

The successful proposal will have at a minimum the following features:

1. You are required to submit one (1) marked unbound original and one (1) electronic copy of the RFP and one (1) copy of the revenue fee proposal and one (1) electronic copy of your revenue fee proposal in a separately sealed envelope. Each copy of the proposal should be bound in a single volume, including any documentation.
2. An official authorized to bind the offeror must sign all statements.
3. Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.
4. The firms shall provide Revenue Fee Proposal that includes all items that are required to provide the services requested. No unapproved expenses will be paid by Augusta, Georgia in association with the execution of this contract.
5. Fee proposal must be sealed and placed in a separate sealed envelope labeled on the outside of the package to clearly indicate that it is a response to RFP 26-243 Marina and Boat Storage Warehouse Operator. All items related to cost will be placed in a separate sealed envelope.
6. When in the best interest of Augusta, Georgia, Augusta reserves the right to request additional information and to request a "Best and Final" offer.
7. Firms shall outline the scope of work, elements and tasks therein and the means of execution and address all the areas included in the evaluation criteria. The criteria for evaluation of the information is provided below.



## CRITERIA FOR EVALUATION

### RFP – Evaluation/Scoring Guidelines

#### Evaluation Process

All proposals will be evaluated by an Augusta, Georgia Selection Committee (Committee). The Committee may be composed of Augusta, Georgia staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Augusta, Georgia Procurement Office only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of Augusta, Georgia's requirements as set forth in this RFP.

If needed, the selection process will include oral interviews. The consultant will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted.

Cumulative Scores will include the total from Phase 1 and Phase 2. It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract for this project/service will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

#### Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project/service objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria Summary and their respective weights are as follows:

**1. Completeness of Response (Pass/Fail)**

- a.** Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location or returned to the vendor (at vendor's expense). Please provide shipping instructions and/or fees upon the completion of the competitive process.

**Conflict of Interest Statement (Pass/Fail)**

- b.** Discloses any financial, business or other relationship with the Augusta, Georgia that may have an impact upon the outcome of the contract or the construction project/service.
- c.** Lists current clients who may have a financial interest in the outcome of this contract or the construction project/service that will follow.
- d.** Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project/ service.

**2. Qualifications & Experience (15 points)**

- a.** Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants/proposers to conduct the required services as listed in this RFP and adhering to all required license requirement for federal, state and local services.

**3. Organization & Approach (15 points)**

- a.** Describes familiarity of project/service and demonstrates understanding of work completed to date and project/service objectives moving forward
- b.** Roles and Organization of Proposed Team
  - i. Proposes adequate and appropriate disciplines of project/service team.
  - ii. Some or all of team members have previously worked together on similar project/service(s).
  - iii. Overall organization of the team is relevant to Augusta, Georgia needs.
- c.** Project and Management Approach
  - i. Team is managed by an individual with appropriate experience in similar project/services. This person's time is appropriately committed to the project/service.
  - ii. Team successfully addresses all requirements of this RFP.
  - iii. The team and management approach responds to project/service issues. Team structure provides adequate capability to perform both volume and quality of needed work within project/service schedule milestones.
- d.** Roles of Key Individuals on the Team
  - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project/service.
  - ii. Key positions required to execute the project/service team's responsibilities are appropriately staffed.
- e.** Working Relationship with Augusta, Georgia
  - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  - ii. Team leadership understands the nature of public sector work and its decision-making process.
  - iii. Proposal responds to need to assist Augusta, Georgia during the /service.

4. Scope of Services to be Provided (25 points)

- A. Prior experience in marina operation or knowledge of marina operation.
- B. Experience in performing daily maintenance repairs and upkeep of marina area. (Examples include repair of water lines, simple dock repairs, facility cleaning.)
- C. Prior sales experience with an emphasis on concessions and gasoline and ability to obtain Class "A" and Class "C" Fuel Operator Certification.
- D. Ability to perform customer service to marina patrons by providing 24 hour emergency service, on site resident management.
- E. Demonstrate an ability to coordinate with Recreation and Parks Department with Special Events on the River and an ability to develop a rental plan (canoes, kayaks etc.).
- F. Include details on the financial software system and include a sample of the report for reporting of gross revenue, fuel sales and rental income. This report shall be created from an approved financial software system.

5. Financial Stability Will NOT be disclosed in any part of the RFP (5 points)

Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

6. References (5 points)

Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

7. Proximity to Area (10 points – Weighted Value 5)

- a. Within Richmond County 10 points
- b. Within CSRA 6 points
- c. Within Georgia 4 points
- d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points
- e. All Others 1 point

8. Presentation by Team (10 points) (Optional)

Team presentation conveying project/service understanding, communication skills, innovative ideas, critical issues and solutions.

9. Q&A Response to Panel Questions (5 points) (Optional)

Proposer provides responses to various interview panel questions.

10. Revenue/Fee Proposal (10 points – Weighted Value 5) Enclosed in a separate sealed envelope.

- a. Highest Revenue 10
- b. Second 6
- c. Third 4
- d. Fourth 2
- e. Fifth 1
- f. Fifth 1

Weighted scores for each RFP will be assigned utilizing the table below:

	1. Phase 1	2.	3.	4.
No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response <ul style="list-style-type: none"> <li>• Package submitted by the deadline</li> <li>• Package is complete (includes requested information as required per this solicitation)</li> <li>• Exhibit A is complete, signed and notarized</li> </ul>	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach Include		15	
4	Scope of Services <ul style="list-style-type: none"> <li>G. Prior experience in marina operation or knowledge of marina operation.</li> <li>H. Experience in performing daily maintenance repairs and upkeep of marina area. (Examples include repair of water lines, simple dock repairs, facility cleaning.)</li> <li>I. Prior sales experience with an emphasis on concessions and gasoline and ability to obtain Class "A" and Class "C" Fuel Operator Certification.</li> <li>J. Ability to perform customer service to marina patrons by providing 24 hour emergency service, on site resident management.</li> <li>K. Demonstrate an ability to coordinate with Recreation and Parks Department with Special Events on the River and an ability to develop a rental plan (canoes, kayaks etc.).</li> </ul>		25	
5	Financial Stability		5	
6	References		5	
7	Proximity to Area. <ul style="list-style-type: none"> <li>a. Within Richmond County 10 points</li> <li>b. Within CSRA 6 points</li> <li>c. Within Georgia 4 points</li> <li>d. Within SE United States (includes AL, TN, NC, SC, FL) 2 points</li> <li>e. All Others 1 point</li> </ul>		10	
	(Optional – Numbers 8 and 9) (Any Vendors that Receive Less Than a 3 Ranking in Any Category will not be considered for Phase II)	Rating (0-5)	Weight	Score (Rating * Weight)
8	Presentation by Team		10	
9	Q&A Response to Questions		5	
10	Revenue/Fee Proposal Consideration <ul style="list-style-type: none"> <li>a. Highest Revenue 10</li> <li>b. Second 6</li> <li>c. Third 4</li> <li>d. Fourth 2</li> <li>e. Fifth 1</li> </ul>		10	
<b>Total:</b>			<b>Total:</b>	<b>100</b>

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project/service is five hundred (500) points.

### Phase One Criteria (Identify short listed offerors only)

The Procurement Director, in consultation and upon the recommendation of the head of the using agency, shall select from among the offerors no less than three (3) offerors (the "short-listed offerors") deemed to be the most responsible and responsive; provided, however, that if three (3) or less offerors respond to the solicitation, this requirement will not apply. The selection of the short-listed offerors shall be made in order of preference. From the date proposals are received by Procurement Director through the date the contract is awarded, no offeror may make substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of offeror's teams prior to award.

It is the intent of the Owner to conduct a fair and comprehensive evaluation of all proposals received. The contract will be awarded to the proposer who submitted a proposal that is most advantageous to the Owner.

Your team will be evaluated on the basis of how well your firm and its individual professionals meet the criteria outlined including general and specific selection criteria. Based on the Evaluation Criteria, Augusta reserves the right to select more than one firm to provide the requested services. Please submit your proposal in a concise written tabulated format indexed and organized. The recommended firm and contract will be presented to the Augusta Commission for final approval.

Each submittal must respond to the requested information for each section.

### Phase Two Criteria (if deemed necessary)

(Rank the company that best address scope of service/ technical proposal as outlined in the specifications to be in the best interest of Augusta, Georgia).

After an initial screening process, a technical question and answer conference or interview will be conducted, if deemed necessary, to clarify or verify the offeror's proposal and to develop a comprehensive assessment of the proposal.

*Final negotiations and letting the contract.* The Committee shall rank the technical proposals. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter. In making this decision, the Using Agency and the Procurement Director shall take into account the the scope, the complexity and the professional nature of the services to be rendered. Should the Using Agency and the Procurement Director be unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price for the Using Agency and the Procurement Director determines to be fair and reasonable to Augusta, Georgia; negotiations with that offeror shall be terminated. The Using Agency and the Procurement Director shall then undertake negotiations with the second most responsible and responsive short-listed offeror. If negotiations with the second most responsible and responsive short-listed offeror are unsuccessful, negotiations shall be terminated and the Using Agency and the Procurement Director shall then undertake negotiations with the third most responsible and responsive short-listed offeror. Should Using Agency and the Procurement Director be unable to negotiate a contract with any of the short-listed offerors, the Using Agency and the Procurement Director and the using agency may select from the additional offerors that were not short-listed in order of their responsibility and responsiveness and the Using Agency and the Procurement Director may continue negotiations in accordance with this section until an agreement is reached.

Any or all of the firm(s) may be requested to expand on their response and/or make a formal presentation.

Augusta, Georgia reserves the right to reject any or all RFPs, waive irregularities in any statement, accept or reject all or any part of any statement, waive any requirement of the proposals, as may be deemed in the best interest of Augusta, Georgia.

## REVENUE FEE PROPOSAL SHEET

Marina and Boat Storage Warehouse Operator

Year 1 Total     \$\_\_\_\_\_

Renewal Options:

Year 2 Total     \$\_\_\_\_\_

Year 3 Total     \$\_\_\_\_\_

Year 4 Total     \$\_\_\_\_\_

Year 5 Total     \$\_\_\_\_\_

The cost proposal must include a detailed breakout of proposed revenue pricing (please use additional pages for the breakout).

SUBMITTED BY:

NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

—  
By signing this document, the bidder is stating that he is, or she is not an employee of Augusta, Georgia.

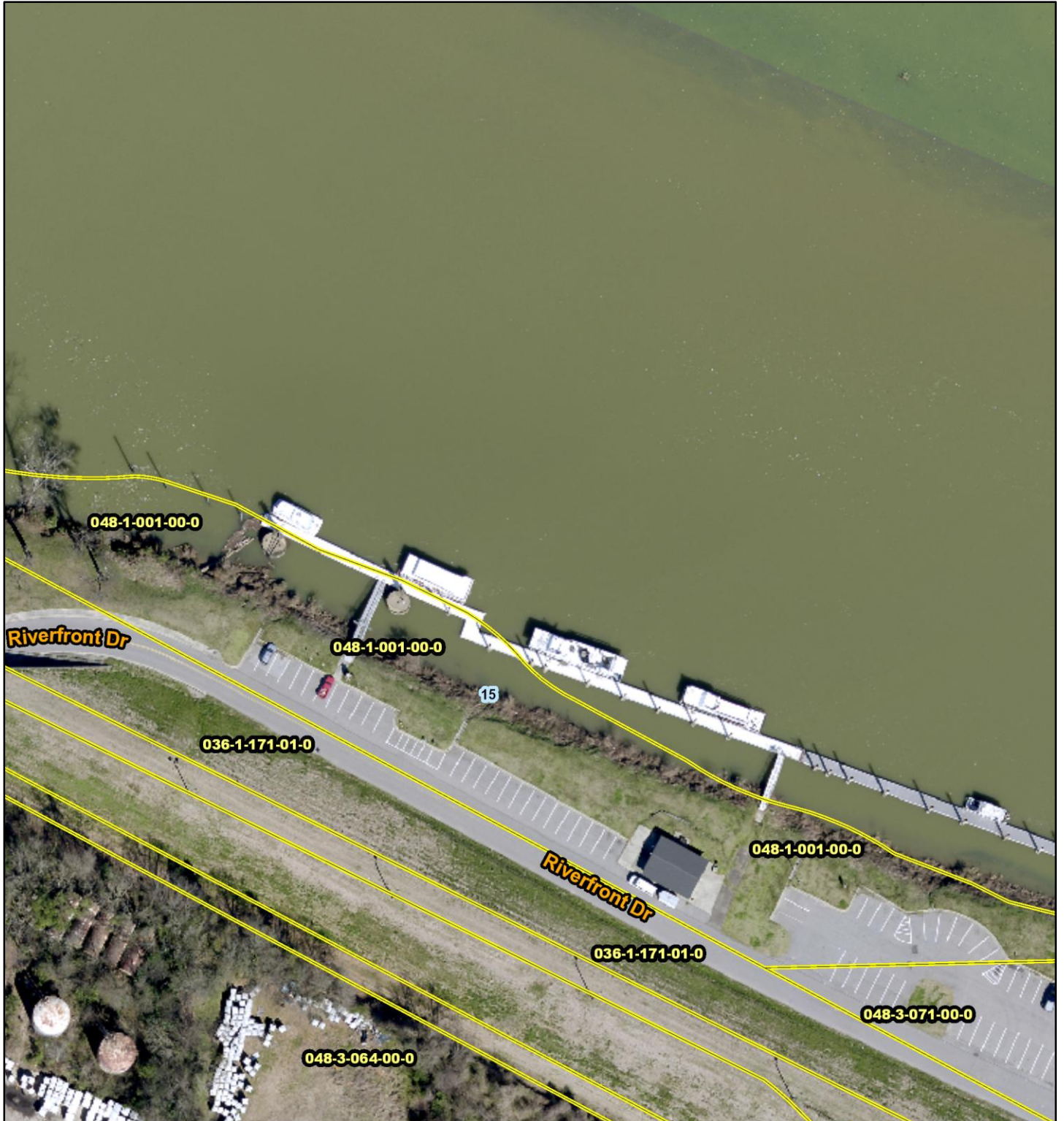
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AUGUSTA RESERVES THE RIGHT TO REJECT ANY AND ALL RFP SUBMITTALS

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL IN A SEPARATELY SEALED ENVELOPE  
labeled FEE PROPOSAL – RFP 26-243 MARINA AND BOAT STORAGE WAREHOUSE OPERATOR



# Attachment "B": Dock C



Attachment "C": Aerial view of Riverfront Marina Warehouse



STATE OF GEORGIA  
COUNTY OF RICHMOND

## Attachment D - Draft Contract

### RIVERWALK MARINA STORE AND MARINA WAREHOUSE LEASE AGREEMENT

THIS RIVERWALK, MARINA STORE AND MARINA WAREHOUSE LEASE AGREEMENT, made and entered into, effective the 1<sup>st</sup> day of \_\_\_\_\_, 2021 by Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), and \_\_\_\_\_ (hereinafter referred to as “Operator.”)

#### WITNESSETH:

Whereas, Augusta is the owner and operator of the Riverwalk Marina, consisting of that parcel of land with improvements thereon, as shown in Exhibit “A” on the Savannah River, whose address is #1 Fifth Street, Augusta, Richmond County, Georgia, Tax ID Parcel #037-4-001-04-0 (Tracts 1, 1A, 1B and 1C) and extending down-river until the Gordon Highway Bridge; and the Riverfront Marina; all that parcel of land with improvements thereon, as shown in Exhibit “B” with address as 103 Riverfront Drive, Augusta, Richmond County, Georgia, hereinafter called the “Riverfront Marina”. Said Riverfront Marina being situate, lying and being upriver from the Boathouse and extending up-river until the point at which the extended East Boundary right of way intersects the Savannah River; as well as the fenced portion including the Boat Storage Warehouse building and property, hereinafter called the ‘Warehouse’, whose address is #1 Levee Road in Augusta, Richmond County, Georgia, Tax Parcel ID 048-0-001-03-0 as shown on Exhibit “C”. Said Exhibits A, B and C being incorporated herein by reference.

Augusta Marinas shall also include any changes, additions, alterations, modifications, and/or improvements on or to Augusta Marinas premises made in accordance with this Riverwalk Marina Store and Marina Warehouse Lease Agreement.

WHEREAS, Augusta wishes the Operator to operate, and the Operator wishes to operate, Augusta Marinas and facilities;

NOW THEREFORE, the parties hereto, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. DO HEREBY AGREE, each for itself and successors and assigns, as follows:

1. AUGUSTA MARINAS. Defined. Augusta, by this duly approved authorization, does hereby grant unto Operator, authority to operate said Augusta Marinas; and Operator does hereby accept the authority to operate said Augusta Marinas as described.
2. TERM. Augusta hereby grants authority to operate Augusta Marinas, and Operator hereby accepts authority to operate Augusta Marinas, for consideration and upon and subject to the terms and conditions set forth herein, for a term of one (1) year, commencing upon the execution of this Agreement by all parties. This Agreement will automatically renew for four (4) additional one-year terms unless the Augusta provides written notice of termination prior to the end of the relevant term in accordance with the provisions of this agreement.

3. CONSIDERATION. As consideration for authority to operate Augusta Marinas, Operator agrees to compensate Augusta in the amounts as shown:
  - a. In Year One, the total amount will be \_\_\_\_\_  
(\_\_\_\_\_)
  - b. Renewal Option Year Two, the total amount will be \_\_\_\_\_  
(\_\_\_\_\_)
  - c. Renewal Option Year Three, the total amount will be \_\_\_\_\_  
(\_\_\_\_\_)
  - d. Renewal Option Year Four, the total amount will be \_\_\_\_\_  
(\_\_\_\_\_)
  - e. Renewal Option Year Five, the total amount will be \_\_\_\_\_  
(\_\_\_\_\_)
  
4. OPERATIONS. The Operator shall have an experienced manager on the premises at all times that the Marina store is open. The conduct of the Operator’s employees shall be subject to reasonable regulation by Augusta. The Hours of Operation may vary, but are subject to approval by the Augusta Commission. If Augusta has evidence to reasonably believe that an employee of Operator is incompetent, disorderly, or otherwise has performed his or her duties in an objectionable manner, Augusta shall have the right to require the Operator to replace said employee. The Operator’s employees are expected to provide good customer service at all times.
  
5. FEE SCHEDULE, PATRON RULES AND REGULATIONS. All rentals of boat slips, warehouse storage space (either dry or outdoor) or other rental agreements within areas managed by the Operator shall abide by the fees, rules and regulations as stipulated within the *Boat Slip Rental and Storage Agreement* (Appendix “A”) and the *Marina/Warehouse Rules and Regulations* (Appendix “B”). *Boat Slip Rental and Storage Agreement* must include insurance requirements and be compliant. Said fees shall be posted in a conspicuous location at both the Marina Store and the Warehouse. These fees shall be in effect for the duration of the Lease Agreement. Should any fee changes be necessary during the course of this Lease Agreement, Operator shall petition the Recreation and Parks Department, as well as the Augusta Port Authority, for review of said changes prior to their submission to the Augusta Commission. Any and all fee modifications MUST be fully approved by the Augusta Commission prior to implementation. Changes to the Fee Schedule shall be made no more than once per calendar year.
  
6. CONTACTS. Operator or Operator’s staff will be expected to be available by phone during normal business hours and for after-hours emergencies. Business hours and contact phone numbers should be posted in a conspicuous place in both the Marina Store and on the Warehouse fence.
  
7. CONCESSIONS. The Operator may sell concessions as it desires, however, there will be no sale of alcohol on the premises. Additionally, any equipment that is necessary for the sale of concessions must be furnished by the Operator. Augusta reserves the right to review concession prices and suggest changes.

8. SPECIAL EVENTS. Operator will assist with any Augusta-sponsored or co-sponsored events held at or near the Augusta Riverwalk and Riverfront Marina without compensation from event organizers. Any special event held outside normal business operation must be approved by the Augusta Recreation and Parks Department.
9. FUEL AND FUEL TANK. Operator will provide gasoline sales and operation by acquiring all applicable petroleum vendor licensing. If the current underground storage tanks (UST) are to be used, Operator must follow and comply with all UST regulations and follow EPD and EPA requirements, including, but not limited to O.C.G.A. § 12-13-1, et. seq. and 40 CFR Part 280, Subpart C (2000). In the event that Operator chooses to use the USTs and a spill or leak occurs, Operator shall indemnify and reimburse Augusta for the cost of said cleanup. NOTE: The diesel fuel tank will be rendered inoperable by Augusta, so that no accidental filling of said tank occurs. No diesel fuel will be sold by the Operator during the lease period.
10. UTILITIES. Augusta will continue to provide utilities (electricity, gas, water and sewage), but operator is responsible for telephone. Augusta will continue to provide and maintain utilities and landscaping for the common areas used by the general public at large. Common Area Utilities include: street and sidewalk lighting, fountains, and garbage, water, and sewer services. Operator will be responsible for Utilities in connection with operation of the store, fuel station, docks, and individual boat slips. Augusta will assure that the metering of the electric and water utilities is appropriate for the distribution of billing. The Operator is responsible for placing all garbage in an Augusta supplied container(s). Augusta will provide weekly garbage collection for said containers. Special events may require more frequent garbage collection.
11. REPAIRS AND MAINTENANCE. Operator is responsible for performing daily maintenance repairs and upkeep of docks, store, boat ramps, warehouse, and parking areas. Operator is responsible for reporting repairs that he/she cannot handle to Augusta as soon as he/she realizes that he/she cannot handle the repair. Operator is responsible for keeping the Marinas and the Warehouse neat, clean, and free of trash and in good condition. Augusta staff will clean the restrooms next to the Marina Store at the beginning of each day. Operator will be responsible for replacing paper products in restrooms as needed each day and enforcing discipline in the restrooms as needed to ensure cleanliness and availability of the resource to the public. Operator will be responsible for locking up the restrooms when the Marina Store closes for the day. Augusta will keep the roof, cupola, foundation, exterior walls, and underground infrastructure neat and functional. Augusta will also be responsible for normal wear and tear of interior floors, walls, ceiling, and air conditioning, heating, and cooling equipment, replacing each as necessary.
12. CHANGES, ADDITIONS, MODIFICATIONS, ALTERATIONS, IMPROVEMENTS. Operator shall not, without prior written consent of Augusta, make any changes, additions, alterations, modifications, and/or improvements, structural or otherwise, including fees charged for services, in or upon any part of the Augusta Marinas. Operator agrees to submit any and all plans for any changes, additions, alterations, modifications, and/or improvements

to the Augusta Marinas to the Augusta Recreation and Parks to submit to the Augusta Commission for approval before said alterations, changes or additions are begun. Augusta shall not unreasonably withhold its approval of said plans.

13. INSPECTION BY AUGUSTA. Augusta shall have the right to enter upon Augusta Marinas and Warehouse during regular business hours when a representative of the Operator is present, or at any time in case of emergency to determine whether Operator had complied with and is complying with the terms and conditions of this agreement; provided, however, that said inspection shall in no event unduly disrupt or interfere with the Marina or Warehouse operation. Any deficiencies noted during the inspection shall be corrected within Thirty (30) days of notice. Full Inspections shall be conducted on a semi-annual basis on a mutually-agreeable schedule by representatives of Augusta Recreations and Parks, Augusta Risk Management or similarly appropriate Augusta staff, a member of the Port Authority Board of Directors, along with the Operator. Quarterly Follow-Up Reports shall note progress/changes made to deficiencies noted within the semi-annual inspections. These Reports are to be sent to Augusta Recreation and Parks no later than January 30<sup>th</sup>, April 30<sup>th</sup>, July 30<sup>th</sup> and October 30<sup>th</sup> of each year.
14. RULES AND REGULATIONS. Operator agrees that operation of Augusta Marinas and Warehouse shall be conducted in accordance with all local, state and federal laws, environmental laws, and the ordinances of Augusta, Georgia. Any changes, additions or modifications to rules and regulations in place at the time of the execution of this agreement must be approved by the Augusta Commission. Operator further agrees to endeavor to conduct its business in such a manner as will develop and maintain the good will and active interest of the general public. Operator will conduct monthly Safety Inspections on form supplied and turned in to the department. The city Safety Coordinator will be given access to all areas for inspections.
15. Reports: A monthly report of activities (including gross revenue, fuel sales and rental income) shall be submitted to the Director of Recreation and Parks (or their designee) by the 15th of each month. This report shall be created from an approved financial software system. A sample of the report is to be included in your proposal. The report layout will be reviewed and approved by the department prior to award. This report will be subject to audit by the Augusta Finance Department. Monthly facility and outdoor inspections, using forms provided by Augusta, must be completed and submitted to the Recreation and Parks Department on or before the 30th of each month. An annual report of the marina activities, revenue, improvements and conditions will be prepared by the Operator for review by Augusta no later than February 1st following the close of the fiscal year on December 31st.
16. INDEMNITY. Operator agrees to maintain Augusta Marinas and Warehouse with an emphasis on safety and cleanliness, and will focus on limiting liability while holding marina users accountable for their actions. Operator agrees that its operations shall be conducted in compliance with all federal, state, local and environmental laws rules and regulations; and agrees to indemnify and hold harmless Augusta and its employees, from and against any claims, actions, demands or liabilities of any kind arising out of or relating to Operator's operation of Augusta Marinas and Warehouse.

17. INSURANCE. Operator further agrees to maintain at all times during this agreement, at Operators expense, general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the use and occupancy of Augusta Marinas and Warehouse or arising out of Operators improvements, repairs and/or alterations of Augusta Marinas or Warehouse, with limits of coverage of not less than ONE MILLION (\$1,000,000) per occurrence. The Augusta Port Authority and Augusta, Georgia shall be named as co-insured on this policy.  
Operator shall also maintain appropriate insurance coverage for any boat or vehicle used in conjunction with the public, and that these vehicles and equipment be inspected by the appropriate governing body at normally accepted intervals, with records made available of such inspections to the Augusta Recreation and Parks Department on an annual basis
18. WRITTEN PLAN FOR NON-COMPLIANCE. Operator will provide a written plan for the removal of abandoned, derelict, or non-compliant boats or vehicles.
19. DEFAULT. In the event that the Operator shall fail to observe any of its covenants and obligations as herein expressed or cease to operate Augusta Marinas and Warehouse for the purpose set out herein, then upon the happening of such event, Augusta shall give the Operator THIRTY days' notice to comply with the provisions of this Marina and Warehouse Operator Agreement. If conditions cannot be remedied within said thirty (30) day period, to commence the remedy and diligently pursue it to completion, or if the Operator is not following all provisions of this Lease Agreement in good faith, Augusta has at its recourse the ability to give Operator NINETY (90) days' notice that they wish to cease all remaining operations and nullify the remaining contract terms. OPERATOR likewise has the responsibility to provide Augusta a written summary of conditions requiring remedy, giving THIRTY days to allow for the correction of such conditions. If said conditions are not corrected to agreement by both the Operator and Augusta, or if Augusta is not following the provisions of this Lease Agreement in good faith, the Operator has at its recourse the ability to give Augusta a written NINETY (90) day Notice that they wish to terminate the Lease Agreement.
20. TERMINATION FOR CONVENIENCE. Augusta may terminate this contract in part or in whole upon written notice to the operator. The operator shall be paid for any validated services under this contract up to the time of termination.
21. QUIET ENJOYMENT, INGRESS AND EGRESS. Augusta covenants and warrants that Operator, so long as it shall perform the duties and obligations herein agreed to be performed by it, shall peaceably and quietly have, hold and occupy and shall have the exclusive use and enjoyment to operate Augusta Marinas and Warehouse during the terms of this Lease Agreement and any extensions thereof. Operator, in cooperation with the United States Coast Guard Auxiliary and any authorized organization as deemed by the Augusta Recreation and Parks Department, shall have 24-hour access to all noted facilities and locations within this Lease Agreement to facilitate emergency response, marina and warehouse security, boating safety, Savannah River environmental education and protection, and other opportunities open to the general public. Any river events, such as boat races and rowing

regattas shall have access to available dock space within the leased areas to accommodate adequate river safety and use.

22. FACILITIES. Owner acknowledges that it will receive management control of the premises and Augusta properties in their current “as is” condition. Operator will be responsible for maintaining the premises and properties in good order and in a sanitary and safe condition.
23. CONTRACT DOCUMENTS. All exhibits, Addenda, Responsive Qualifications and /or proposals, Lease Agreement, Agreement Amendments, Attachments, Insurance Certificates, BID Performance and Payment Bond, Notice to Proceed, Fee Schedules, and RFP Item # #26-243 and any associated documents are hereby incorporated by reference and shall be deemed to be a part of this lease agreement for all purposes. Any inconsistency between this Agreement and the responses to RFP #26-243, then the responses to the RFQ will supersede the terms of this Agreement.
24. GOVERNING LAW; VENUE. This agreement shall be governed and interpreted by the laws of the State of Georgia. All claims, disputes and other matters in question between all parties arising out of or relating to this Agreement, shall be decided in the Superior Court of Richmond County, Georgia.
25. NOTICES. All notices, demands and requests which may or are required to be given by either Augusta or the Operator to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for Operator:

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If intended for Augusta:

Augusta, Georgia  
535 Telfair Street  
Office of the Mayor, Suite 200  
Augusta, GA 30901

With copy to:

Augusta Recreation and Parks, Attention Director  
2027 Lumpkin Road, Augusta, Georgia 30906

26. ENTIRE AGREEMENT. This Lease Agreement contains the entire Agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No failure of either party of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party’s right to demand exact compliance with the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

Signed, sealed and delivered in the presence of:

<p>OPERATOR</p>  <p>By: _____</p>  <p>Attest:</p>  <p>By: _____</p>	<p>AUGUSTA, GEORGIA</p>  <p>By: _____ GARNETT L. JOHNSON, MAYOR</p>  <p>Attest:</p>  <p>By: _____ LENA J. BONNER, CLERK OF COMMISSION</p>
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**Exhibit E -MONTHLY FACILITY INSPECTION**

Department: Recreation & Parks Facility: Marina Warehouse Date: \_\_\_\_\_

Facility Manager: \_\_\_\_\_ Inspector: \_\_\_\_\_

LEGEND: S = Satisfactory NI = Needs Improvement NA = Not Applicable

ADMINISTRATION & HOUSEKEEPING				
Inspected	S	NI	NA	Description and Location
Employee Bulletin Board Established				
Worker's Compensation Panel of Physicians Posted				
Worker's Compensation Bill of Rights Posted				
Safety Policy Available to Employees				
Augusta Mission Statement Posted				
Monthly Inspection Reports are Filed & Available for Reference by Risk Management				
Walkways Free of Obstruction, Standing Water, Oil, etc.				
Cleaning Chemicals are Clearing Marked				
Fire Alarm Pull Stations & Fire Extinguishers are Accessible				
Fire Extinguishers Inspected Monthly by Facility Staff				
Fire Evacuation Plan Maps Posted				
Flammable Items Isolated and Secured				
First Aid Kit / AED Defibrillator Accessible				
Electrical / Mechanical Rooms Locked				
Electrical / Mechanical Rooms not used for Storage				
Surge Protectors & Extension Cords not Daisy Chained)				
Buffer Machines have Rubber Handles				
Electric Cleaning Equipment Power Cords in Good Condition				
Wet Floor Signs Available				
Parking Lot is Free of Obstructions / Debris				
INJURY, HEALTH, & PROPERTY DAMAGE HAZARDS (WORK ORDERS ARE PRIORITY)				
Inspected	S	NI	NA	Description and Location
Smoke Detectors Present & Operational				
Kitchen Areas Equipped with CO2 (K Type) Fire Extinguisher				
Illuminated Exit Lamps Mounted for each Exterior Door				
Emergency Lights Present & Operational				
Electrical Cover Plates Present & Serviceable				
Handrails & Stair Treads are Tightly Fastened				
Flooring in Good Condition, no Trip Hazards				
Ladders are Serviceable				

GENERAL MAINTENANCE (WORK ORDERS REQUIRED)				
Inspected	S	NI	NA	Description and Location
Ceiling in Good Repair. Tiles Present & Undamaged				
Floor Covering in Good Repair. Tiles, Carpet, etc. Undamaged				
Walls & Covering in Good Repair				
Lights, Light Covers are Present & Operational				
Sinks, Toilets, Showers do not Leak				
Interior & Exterior Doors & Locks are Operational				
Windows & Window Locks are Operational and Undamaged				
HVAC Maintains Appropriate Temperature				
Roof is in Good Condition				
Exterior Walls in Good Condition				
Fixtures are Securely Fastened				
Fencing & Gates are Serviceable				
Outside Seating, Benches, Picnic Tables, etc. are Serviceable				
Gazebos, Overhead Covering, etc. are Serviceable				
Playground Equipment is Serviceable, Free of Hazards				
Parking Lot is Free of Pot Holes				
Parking Spot Lines are Clearly Marked				

**NOTES:**

1. Items marked “Needs Improvement” must receive attention in a timely manner.
2. Items marked “Needs Improvement” in Section 1 does not require a work order. These items can be addressed by facility staff.
3. Items marked “Needs Improvement” in Sections 2 & 3 require a work order to be placed with Central Services.
4. Items marked “Needs Improvement” in Section 2 are considered a priority, as they pertain to Safety.
5. After each monthly inspection is conducted, a copy of this report must be sent to Risk Management via email at: [aoates@augustaga.gov](mailto:aoates@augustaga.gov) or through interdepartmental mail.
6. Inquiries about this evaluation can be submitted to the Risk Management Office at 821-1704 or via email: [aoates@augusutaga.gov](mailto:aoates@augusutaga.gov).

**SAFETY HAZARDS THAT NEED TO BE ADDRESSED:**

1. Provide pictures and description of Hazard/s.

# **Local Small Business Program Preference**

The Local Small Business Program provides for Local Small Business Program Preference on all applicable Augusta, Georgia procurements between \$101,000 and \$300,000 in value.

The Local Small Business Program Preferences for this procurement is:

**Waived**

There must be a minimum of three (3) certified firms in the Local Small Business Program that can provide the service or product, as specified by the user department, for the LSBP Preference to be considered. As a result of not meeting the minimum service/product requirement, the LSBP Preference is waived for this solicitation.

# RESPONSE LETTER

PLEASE SUBMIT BY RESPONSE DUE DATE

RFP Item #26-243	Marina and Boat Storage Warehouse Operator	Due: Wednesday, April 15, 2026 @ 11:00 a.m.
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To: Augusta, Georgia - Procurement Department

This is to certify that \_\_\_\_\_, will not be submitting a response to the above referenced solicitation document prepared by Augusta Procurement Department.

Reason(s) for No Submission:

Unavailability of required resources

Prior commitments

Inadequate anticipated funding Level

Project Duration

Potential conflict of interest

Duplication of ongoing effort

Other (please explain)

\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/ \_\_\_\_/ 20\_\_\_\_