



REQUEST FOR PROPOSAL 16RFP614380K-EC

OPERATOR MANAGEMENT SERVICES FOR THE WOLF CREEK AMPHITHEATER

RFP ISSUANCE DATE: Wednesday, September 14, 2016

RFP DUE DATE AND TIME: Tuesday, November 1, 2016 at 11:00 A.M.

PRE-PROPOSAL CONFERENCE DATE: Thursday, September 29, 2016 at 1:00
P.M.

PURCHASING CONTACT: Elsa Castro, Assistant Purchasing Agent

E-MAIL: elsa.castro@fultoncountyga.gov

LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

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SECTION 1 INTRODUCTION

1.1 PROJECT DESCRIPTION

Fulton County, Georgia ("County") is requesting proposals from private organizations with substantial and comprehensive financial resources, knowledge, experience and qualifications to provide Operator Management Services ("Operator") for the Fulton County Wolf Creek Amphitheater (hereinafter referred to as WCA). Operations of the WCA will comprise of a performance series beginning each year in the Spring and concluding in the Fall. Services to be performed by the Operator will include administrative, technical/production, facility management, concessions, and procurement of sponsorship, communication services, parking, and security, corporate branding, etc.

Through the issuance of this Request for Proposal ("RFP" and/or "Proposals"), the County is soliciting Proposals from qualified Proposers to independently negotiate a license management agreement with Fulton County to operate the WCA.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4, including all forms and certifications in Section 5, will be evaluated in accordance with the criteria and procedures described in Section 4. Based on the results of the evaluation, the County will award the license agreement to the most advantageous Proposer.

1.2 METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this Proposal is Code Section 102-375, Competitive Selection Procedures for Professional and Consultant Services.

1.3 BACKGROUND

The WC is located in the southern portion of Fulton County which covers 30 miles from the southwest limits of Atlanta through the cities of Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto and Union City. The area has experienced substantial growth over the last decade in housing, retail and other commercial infrastructure. The area enjoys easy access to the

interstate highway system as well as close proximity to the world's busiest airport, Hartsfield-Jackson Atlanta International Airport.

The WCA is an outdoor amphitheater, which will accommodate approximately 5,300 patrons with reserved seating and spacious green lawns. The WCA consists of:

- Covered stage (108' x 54') with loading areas
- Walkways and ramps including ADA accessible walks and ramps
- Site lighting and landscaping including special sod installation, asphalt paving and striping
- Site fencing
- Site utilities for electric power supply, water supply, sewer and storm water management
- Dressing Rooms and support spaces to amphitheater building, including: (1) star dressing room with toilet and shower, (2) band dressing rooms with toilets and showers, (6) dressing rooms, (1) green room, (2) storage closets, laundry (washer & dryer) and with an 11'4" x 107'4" back of house storage area
- Two (2) VIP Sky Boxes with indoor and outdoor seating. Sky Box #1 with a 40 seat capacity; Sky Box #2 with a 90-seat capacity that may be closed off for 3 separate boxes.
- 1,027 fixed seating units to tiered seating area
- 220 VIP table seats
- 4,053 general lawn seats with 40 seats meeting ADA requirements
- Lower Level Restrooms with 14 ladies' toilets and 7 men's toilets
- Plaza Level Restrooms with 42 ladies' toilets and 20 men's toilets
- Window ticket booth building
- 8 fixed concession locations
- 2800 Parking Spaces which includes: 27 marked ADA; 29 Artist & Crew; 488 premium; 2,310 other spaces

1.4 CURRENT STATE

The facility has been operated since its inception by Fulton County staff, working closely with promoters.

1.5 COUNTY OBJECTIVES/ ECONOMIC IMPACT

The WCA is part of Fulton County's strategic priority area of "All Peoples Lives

are Culturally and Recreationally Enriched.” The expectation is that the annual programming at the venue will be a mix of a variety of events (e.g. performances, concerts, plays) that will be reflective of the cultural diversity of Fulton County. As such, Fulton County is seeking to obtain a sustainable vision for the operations of WCA.

The WCA in South Fulton serves as a community identifier and vital economic engine that will sustain local citizens, community groups and area businesses with a variety of business opportunities. Additionally, the WCA seeks to enhance the quality of life for South Fulton by providing family-oriented, world class arts and cultural performances and related events. Fulton County expects to engage its citizens, community organizations and local businesses as audiences, vendors and active users of the space.

The following are the County’s objectives for this project:

- Economic generator that positively impacts the community
- World class events delivered to Fulton County residents and visitors
- Engagement/outreach to Fulton County citizens and visitors particularly in the South Fulton community
- Self-sustainable operations

1.6 OBTAINING THE RFP

This document and supporting documents may be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under “Bid Opportunities”.

1.7 SUBCONTRACTING OPPORTUNITIES

Potential prime contractors that are submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County’s website, <http://www.fultoncountyga.gov> under “Subcontracting Bid Opportunities”.

1.8 PRE-PROPOSAL CONFERENCE

The County will hold a Pre-Proposal Conference, on Thursday, September 29, 2016 at 1:00 P.M. in the Purchasing Bid Conference Room of the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Peachtree Street, S.W., Atlanta, Georgia 30303. Attendance at the Pre-Proposal Conference is voluntary for responding to this RFP, however Proposers are

encouraged to attend. The purpose of the Pre-Proposal Conference is to provide information regarding the project and to address any questions and concerns regarding the services sought by the County through this RFP

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator, at (404) 612-6304 or email: rhollandastanberry@fultoncountyga.gov.

1.9 FACILITY TOUR

A tour of the facility will be conducted upon request.

1.10 DELIVERY REQUIREMENTS

The Proposer is solely responsible for having his/her proposal delivered to the Fulton County's Department of Purchasing for receipt on or before the above stipulated due date and time. If a proposal is sent by U.S. Mail, the proposer shall be responsible for its timely delivery to the Department of Purchasing and Contract Compliance.

1.11 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP must be submitted in writing to the Purchasing Department contact person, Elsa Castro, Assistant Purchasing Agent via email: elsa.castro@fultoncountyga.gov. Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

1.12 PROCUREMENT SCHEDULE

The following procurement schedule for this project will be strictly enforced.

TASKS	DATE
RFP Issued	September 14, 2016
Pre-Proposal Conference	September 29, 2016
Last Day for Questions to be submitted	October 14, 2016
Due Date	November 1, 2016
Tentative Dates for Oral Interviews/Presentations	November 15, 2016
Anticipated Board of Commissioners Meeting Date	December 7, 2016

for approval of recommended award	
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SECTION 2 INSTRUCTIONS TO PROPOSERS

2.1 PROCUREMENT PROCESS

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal will be disqualified as being non-responsive.

2.2 CONTRACT DEFINITIONS

In addition to any other terms that may be defined in this solicitation, the following terms have the following meaning:

Addendum – Revision to the RFP documents issued by the County prior to the receipt of proposals.

Agreement – refers to the executed contract between the County and Contracting Entity.

County – Fulton County Government and its authorized representatives.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to whom any questions and suggestions should be submitted to.

Offeror – the entity of individual submitting a proposal in response to this RFP.

Operator – the entity or individual selected to be awarded a license pursuant to this RFP.

Owner – Fulton County Government

Proposal – the document submitted by the offeror in response to this RFP.

Proposer – the entity or individual submitting a proposal in response to his RFP.

Request for Proposal (RFP) – all documents, whether attached or incorporated by reference, utilized for soliciting sealed proposals.

Responsible Offeror – A person or entity that has the capability in all respects to perform fully and reliably the contract requirements.

Responsive Offeror – A person or entity that has submitted a bid or proposal that conforms in all material respects to the requirements set forth in the invitation for bids or request for proposals.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Subcontractor/sub-consultant – An individual, firm, corporation or any combination thereof, having a direct contract with Consultant/Contractor for the performance of a part of the work.

2.3 NO CONTACT DURING PROCUREMENT PROCESS

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

2.4 CLARIFICATION & ADDENDA

Proposers may submit requests for clarifications or interpretations regarding this RFP and the Contract. Proposers must prepare such requests in writing for the County's consideration as set forth in this section of this RFP. While the County has not placed an initial limitation on the number of requests which can be submitted, Proposers are cautioned that if Proposers do not request meaningful clarifications or interpretations in an organized manner (e.g., limited frequency of requests), the County will set restrictions on the frequency and number of requests permitted. The County will not respond to requests, oral or written, received after **Friday, October 14, 2016 at 3:00 P.M., EST**. Proposers are advised that this section places no obligation on the part of the County to respond to any or all requests for clarification or interpretation, and that the County's failure to respond to any such request will not relieve the Proposer of any obligations or conditions required by this RFP.

Requests for clarification or interpretation regarding this RFP shall only be submitted in writing via letter or email to the designated Purchasing Representative:

Purchasing Representative: Elsa Castro
Email: elsa.castro@fultoncountyga.gov

Telephone inquiries will not be accepted.

All responses to written requests for clarification, interpretation, or additional information will be distributed as addenda to this RFP and posted on the Fulton County website www.fultoncountyga.gov.

No oral interpretation, instruction, or information concerning this RFP given by any employee or agent of the County shall be binding on the County. Proposers who submit a Proposal in reliance on any such oral information risk having their response to this RFP deemed non-responsive by the County. Only written responses issued by addendum to this RFP should be considered by the Proposers.

During the period provided for the preparation of Proposals, the County may issue addenda to this RFP. These addenda will be numbered consecutively and will be posted on the Fulton County website, www.fultoncountyga.gov. These addenda will be issued by, or on behalf of, the County and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of each addendum by submitting an executed acknowledgment form. This acknowledgment shall include all addenda distributed prior to the Proposal Submission Date. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

2.5 TERM OF LICENSE

The license term for the facility shall be for an initial period of ten (10) years with two, five (year) renewal options.

2.6 RFP SUBMITTALS

See **Exhibit 1** for the RFP Submittal Checklist. This checklist will assist you to ensure that all submittals are included in your proposal. Failure to submit all submittals may deem your proposal non-responsive.

2.7 PROPOSAL EVALUATION

All proposals will be evaluated using the criteria specified in Section 4 of this RFP. Selection will include an analysis of proposals by an Evaluation Committee composed of County personnel who will review the proposal submittals in accordance with the submittal requirements and the evaluation criteria set forth in Section 4 of this RFP. The committee may request oral interviews and/or site visits. Final determination will be based on the proposal that best meet the needs of the County, in the County's sole discretion.

2.8 DISQUALIFICATION OF PROPOSERS

The submission of more than one (1) proposal to the County as the primary Proposer or member of a joint venture for the same work by and individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Proposer and the rejection of the proposal.

2.9 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole proposal that is received may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Proposer and the County reserves the right to award the contract to the most responsible Proposers submitting a responsive proposal with resulting agreements most advantageous to and in the best interest of the County. The County shall be the sole judge of the proposals and which agreements are in its best interest. The County's decision shall be final. The County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the proposer. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of

personnel; and past performance records for the management of similar entertainment venues.

2.10 APPLICABLE LAWS

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Purchasing Code Section 102-448 which is incorporated herein by reference.

2.11 INSURANCE AND RISK MANAGEMENT PROVISIONS

Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions are outlined in Section 7 of this RFP.

Upon award, the successful Proposer must obtain at their expense, a Certificate of Insurance (“COI”) with policy limits equal to or greater than the limits outlined in Section 7. Proof of insurance must be provided to the County prior to the commencement of any activities/services as described in the bid document(s). Any and all insurance coverage(s) and/or bonds required under the terms and conditions of the contract shall be maintained during the entire term of the contract, including any extensions or renewals thereto, and until all services have been completed to the satisfaction of the County.

2.12 ACCURACY OF RFP AND RELATED DOCUMENTS

The County assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the County will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the Purchasing Department’s Contact Person identified in Section 1.11 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.W., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

2.13 RESPONSIBILITY OF PROPOSER

Each Proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to assume this responsibility prior to the submittal of its Proposal. Proposers are reminded of Fulton County's "**No Contact During Procurement**" policy and shall only contact the person designated by the RFP.

2.14 CONFIDENTIAL INFORMATION

If any Proposal contains technical, financial, or other confidential information that the Proposer believes is exempt from disclosure, the Proposer must clearly label the specific portions sought to be kept confidential and specify on what the exemption is based. The County, at its sole discretion and subject to applicable law, will determine whether such exemption applies. The County has sole discretion to make such determination regarding the disclosure of information, and by responding to this RFP, Proposers waive any challenge to the County's decisions in this regard. Marking all or substantially all of a Proposal as confidential may result in the Proposer being deemed non-responsive to this RFP.

Notwithstanding the foregoing, Proposers recognize and agree that the County, its staff, and its Consultants will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

2.15 COUNTY RIGHTS AND OPTIONS

This RFP constitutes an invitation to submit Proposals to the County. This RFP does not obligate the County to select, procure or contract for any services whatsoever. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- The County reserves the right to award a contract based on this RFP and the proposal(s) received (in whole or in part) to one or several Proposers.
- The County reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the Proposers. A Proposer, by submitting a Proposal, agrees to be bound by any modifications made by the County
- All costs incurred by a Proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the County will be borne by the Proposer and the County has no obligation to reimburse any Proposer and costs.
- The County reserves the right to reject all Proposals and components thereof

to eliminate all Proposers responding to this RFP from further consideration for this procurement, and to notify such Proposers of the County's determination.

- The County may cancel this RFP without the substitution of another RFP and terminate this procurement at any time without any liability whatsoever.
- The County reserves the right to waive any technicalities or irregularities in the Proposals.
- The County reserves the right to eliminate any Proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The County may request Proposers to send representatives to the County for interviews and presentations.
- To the extent deemed appropriate by the County, the County may select and enter into discussion and negotiations with the Proposer(s) submitting Proposal(s), which are found to be reasonably susceptible for award.
- The County reserves the right to discontinue negotiations with any selected Proposer.
- The County reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All Proposals (other than portions thereof subject to patent or copyright protection) become the property of the County and will not be returned, and the County reserves the right to utilize all such information contained in the Proposals without further cost to the County
- The County may add to or delete from the Project Scope of Work set forth in this RFP.
- Any and all Proposals not received by the Proposal Submission Date shall be rejected and returned unopened.
- Neither the County, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
- The County, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any Proposal and to observe and investigate the operations of such facilities.

By responding to this RFP, Proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.16 COST OF PROPOSAL PREPARATION AND SELECTION PROCESS

Each Proposal, including preparation of all information required to be included in a Proposal pursuant to this RFP, shall be prepared at the sole cost and expense (including, but not limited to, engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred by such Proposer in connection with this selection process, including any costs incurred by the Proposer in any subsequent negotiations entered into in connection with developing the Proposal. There shall be no claims whatsoever against the County, its staff, or its consultants for reimbursement for the costs or expenses (including, but not limited to, engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or procurement process or in connection with the selection process or any negotiations.

2.17 TERMINATION OF NEGOTIATIONS

The County at its sole discretion may, at any time, to the extent permitted by Applicable Law, exclude a Proposer from further participation in any negotiation process if the County determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal are less advantageous than those of other Proposers and such Proposer is deemed to be no longer susceptible of selection. The County will give written notice of its decision to the Proposer, which shall be sent in writing, signed by the County.

2.18 WAGE CLAUSE

Pursuant to 102-413, each Proposer shall agree that in the performance of the services required herein that the Proposer will comply with all lawful agreements, if any, which the Proposer has with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

2.19 ADDITIONAL OR SUPPLEMENTAL INFORMATION

After receipt of the submittals, the County will evaluate the responses, including the references, financial statements, experience and other data relating to the Proposer's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Proposer's maybe required to submit additional or supplemental information to determine whether the Proposer meets all of the qualification requirements.

2.20 REPORTING RESPONSIBILITIES

The successful Proposer will report directly to the County Manager or his or her designated representative.

2.21 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Request for Proposal is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements.

For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

If awarded a license, the Director of Purchasing & Contract Compliance is authorized to conduct random audits of a Proposer's or Proposer's sub-consultants' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

See Section 5, Proposal Forms for declarations and affidavits.

2.22 AUTHORIZATION TO TRANSACT BUSINESS

If the Proposer is a Georgia corporation, the corporation, prior to contract execution, shall submit documentary evidence from the Secretary of State that the Corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the Proposer is a foreign (non-Georgia) corporation, the corporation, prior to contract execution shall submit a Certificate of Authority and documentary evidence

from the Georgia Secretary of State of good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.23 RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

2.24 NON-COLLUSION

By submitting a signed proposal, Offeror certifies and attests that there has been no collusion with any other Offeror. Reasonable grounds for believing Offeror has an interest in more than one proposal will result in rejection of all proposals in which the Offeror has an interest. Any party to collusion may not be considered in future proposals for the same or similar work.

2.25 CERTIFICATE OF ACCEPTANCE

By responding to this RFP, Offeror acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

Offeror also certifies and attests that the Offeror has reviewed the form Fulton County contract included in this solicitation and agrees to be bound by its terms, or that the Offeror certifies that it is submitting any proposed modification(s) to the contract terms with its proposal in accordance with Section 2.26, Exceptions to the County's Contract. The Offeror further certifies that the failure to submit proposed

modifications with the proposal waives the Offeror's right to submit proposed modifications later. The Offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in this solicitation document are non-negotiable and that proposed modifications to said terms may be reason to declare the Offeror's proposal as non-responsive.

2.26 EXCEPTIONS TO THE COUNTY'S CONTRACT

If Offeror takes exception to any term or condition set forth in the Sample Contract, see Section 8 of this RFP, and any of its exhibits, appendices or attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or modifications to any of the terms and conditions must be submitted as a separate document accompanying the Offeror's proposal clearly marked as "Exceptions."

The County shall be the sole determiner of the acceptability of any exception(s).

2.27 CERTIFICATION REGARDING DEBARMENT

By responding to this RFP, Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the County. Section 102-449 of the Fulton County Code of Laws, which is incorporated as if fully set forth herein, establishes the procedure for the debarment of contractors.

2.28 GENERAL REQUIREMENTS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.

**SECTION 3
PROPOSAL REQUIREMENTS**

3.1 SUBMISSION REQUIREMENTS

3.1.1 Proposal Submission Date and Submittal Format

All Proposals, including all attachments, must be received by the County in a sealed package no later than **Tuesday, November 1 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP #
Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street S.W. Suite 1168
Atlanta, GA 30303**

The Proposal shall consist of a Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Proposal shall include proposer information, technical information, business-related information, and any Proposal forms requested.

The required content of the Proposal is further specified in this section of the RFP. The Proposal must be signed and acknowledged by the Proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

THE PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES.

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS (RFP)
16RFP614380K-EC
[Technical or Cost Proposal]**

3.1.2 Number of Copies

Proposers shall submit the following:

Proposal: one (1) marked “Original” and five (5) copies on thumb drive media in PDF format.

Contract Compliance Exhibits: two (2) sets with one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

Financial Information: two (2) sets with one (1) marked “Original” and one marked “Copy” in a separate sealed envelope.

All proposals must be complete with all requested information. Incomplete proposals will not be considered.

3.2 OVERVIEW OF PROPOSAL REQUIREMENTS

Proposers shall submit Proposals in accordance with the content and format requirements set forth in this RFP. Proposals should be clearly organized and structured in a manner that allows materials included in the document to be located easily.

Each of the instructions set forth in this section must be followed for a Proposal to be deemed responsive to this RFP. In all cases, the County reserves the right to determine, at its sole discretion, whether any aspect of the Proposal meets the requirements set forth in this section. The County reserves the right to reject any Proposal, which in its judgment, does not comply with these Proposal submission requirements.

3.3 SCOPE OF WORK

3.3.1 ADMINISTRATIVE SERVICES

1. The Operator shall be responsible for maintaining effective administration in support of the facility’s programs.
2. The Operator through successful execution of administrative services will ensure a quality operating environment in support of venue programs, the well-being of patrons and the security of Fulton County’s assets.
3. Administrative services include but are not limited to: financial services, program management, human resources, facilities services support, concessions, and contract administration.

3.3.1.1 Financial Services

1. The Operator will be responsible for developing and implementing an annual operating budget to include the following operating components: administrative services, technical/production services, facility management services, concessions services, parking services and communications services.
2. The Operator agrees to maintain accurate financial records and will provide transparency in its bookkeeping, making records available for the County to review as requested.
3. The Operator will provide revenue and expense reports on a monthly basis and annual certified financial audit reports to the County.
4. The Operator will maintain a separate bank account solely for the purpose of separating the revenue and expenses of the WCA from the Operator's other financial accounts.

3.3.1.2 Budget

Operator will be required to develop and submit an annual operating budget to the County's designated representative for review and approval within forty-five (45) days after the performance season ends. The County's designated representative must approve the budget.

3.3.1.3 Staffing

1. The Operator is responsible for recruiting and employing all required full and part-time staff.
2. The Operator is responsible for following all applicable Fulton County, local, state and federal labor laws in its hiring and employment practices and to announce the availability of positions, attract and interview a pool of highly qualified candidates and staff positions with the most qualified talent.
3. The Operator will make best efforts to recruit qualified local community residents for employment and volunteer opportunities.

3.3.1.4 Program Management

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1. Operator is responsible for developing, finalizing and executing an annual performance season of at least 20 concerts and/or special events, which will begin in the Spring and end in the Fall.
 2. The Operator must adhere to currently established County noise ordinances and must end concerts by 11:00 p.m. (See Appendix 1).
 3. The Operator will be allowed to present a maximum of 4 concerts per week.
 4. The Operator bears the responsibility for maintaining permits, licenses, approvals and making required payments related to performing rights (ASCAP, BMI, etc.), event insurance and alcohol permitting.
 5. The Operator is responsible for adhering to the County's venue rental policy and procedures for community groups, business interests and other interested parties.
 6. The Operator is responsible for maintaining the County's specified standards for noise levels, traffic control and operate events within specified event start and end times, and dates as established. (Appendix 1, hereto)

3.3.1.5 Facilities Usage and Services

1. The Operator agrees to use the WCA facilities only for the purposes specified in the contract, and will not at any time during the term of the contract, leave all or any part of the facilities unattended during contracted hours without the prior written consent of the County.
2. The Operator will refrain from installing or operating vending machines or coin operated amusement machines or devices in the facilities. The County reserves the right to arrange for coin operated devices as the County may desire, and to secure such income, so long as they do not interfere with the facility's operations.
3. The Operator is responsible for developing, finalizing and executing an annual facilities management plan and for providing administrative support for its successful implementation and execution.
4. The Operator will bear responsibility for the safeguard of the County's physical assets.

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5. The Operator shall be responsible for providing security for the facility 24/7 and additional security to protect the safety of event attendees and to direct traffic into and out of the WCA.
 6. Based on available funds, the County may in the future to provide investments in facilities upgrades from the revenue generated from this agreement but is not required to do so.

3.3.1.6 Contract Administration

1. The Operator is responsible for developing and finalizing contracting policies and procedures with all venue Contractors and/or Vendors
2. The Operator is responsible for implementing current professional contracting standards and ensuring adherence to Fulton County, state and federal laws.
3. The Operator is responsible for managing the administrative services associated with technical/production and coordinating client transportation and accommodations.

3.3.2 BOX OFFICE SERVICES/TICKET SERVICES

The box office is located at 3025 Merk Road, Atlanta, Georgia, 30349 at the main building and currently consists of four (4) selling stations in the box office, and two (2) additional stations in the administrative offices

The Operator is responsible for operating, staffing and managing the Wolf Creek box office, managing contract and relationship with ticketing company(s); managing all ticketing and box office functions for events, and acting as liaison with renters of the facility on all ticketing and box office functions.

The following sections are provided to give the Operator reasonable expectations of performance:

3.3.2.1 General Management/Event Building/Ticket Sales

1. Create and manage ticket price scales, ticket types, and service charges.
2. Print and read bar codes on each ticket (WCA will consider compatible scanners and ticket printers).

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3. Organize Will Call ticket sales, and provide for individual and batch print of tickets
 4. Allow customers to select their own seats (with some restrictions as needed).
 5. Customize and print tickets with standard graphic formats (Jpeg, TIFF, etc.) and in color.
 6. Create ticket templates and determine how the information for a particular event will display on the ticket without printing the ticket.
 7. Provide viewable, easy to read seating charts.
 8. Accept multiple payment types in single transaction.
 9. Support discounts, coupons and account credits tracking their use online or at the box office.
 10. Sell assigned, sectioned, and general admission seating tickets.
 11. Provide reports in a variety of queries (by event, buy date, year to year comparisons, etc.).
 12. Print a variety of ticket formats.
 13. Ensure that all transactions are authorized and logged in real-time.
 14. Alert text on customers or events for cashiers viewing.
 15. Print receipts with transactions details.
 16. Define additional user fees and charges.
 17. Process single transactions with multiple payments, scheduled payments and donations.
 18. Offer quick retrieval of transactions with ability to cancel sales in the transactions.
 19. Produce credit or refund vouchers.

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20. Create, track and manage credits (system credits, gift certificates, etc.) allowing them to be applied and used efficiently.
 21. Apply fees that can be efficiently applied based on various criteria. Holds must be easily manageable and set up to either be removed on an event settings level or on a transaction level allowing for 'hard' or 'soft' holds.
 22. Seats can be flagged for various reasons that affect how or when they are sold (i.e.: handicapped accessible, obstructed).
 23. Link to multiple accounts for depositing income for various categories of transactions (parking, event tickets, and foundation memberships).
 24. Print tickets for multiple orders in a batch.
 25. Print mailing labels for a batch of printed tickets.
 26. Devise complimentary tickets that can be set up as various types with caps built into the events and that can be sold within the same transaction as regular tickets.
 27. Create and send invoices when necessary.
 28. Manage season ticket sales, renewals, reminders, waiting lists, ticket re-prints, and unique ticket ID's.
 29. Link events together for sale as packages making sales or purchases for series subscriptions simple and intuitive and available online for self-purchase.
 30. Summarize system reports to facilitate a detailed/complex show settlement that should be automatic, simple and thorough in nature. Create an additional custom report created by venue management to decipher the ticket system for use by a touring event manager.
 31. Maintain online and window sales module that will allow customers to buy multiple events with one (1) transaction and one (1) single payment if they choose.
 32. Track a ticket's history showing if the record has been printed multiple times, returned, resold, etc.

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33. Add County/Wolf Creek facility fees to the purchase of event/concert tickets as appropriate.

3.3.2.2 Sky Box Rental

There are two (2) Sky Boxes, which are enclosed spaces. Sky Box 1 will remain under the control of the County. Sky Box 2, has a seating capacity of 90 and will be managed by the Operator for event rental and/or sponsorship.

3.3.2.3 Web Site/Web Sales

1. Provide real-time authorization and transactions for web sales.
2. Maintain a customer and user friendly format. Provide web customers with safe and secure transactions.
3. All transactions & deposits shall be audited daily via a printable report.
4. Provide a seamless view to the buyer linking this system to the County's website.
5. Allow customers to monitor purchases, memberships and subscriptions.
6. Capture all email addresses and send confirmation e-mails to on-line customers.

3.3.2.4 Comprehensive and Customizable Report Accounting Capabilities

1. Collect report on all revenue and include in event tracking reporting system.
2. Secure report by cashier with individual log-ins/passwords.
3. Create fully customizable reports.
4. Seek the ability to accurately track income amounts by type in relation to various ticket types sold for an event.
5. Break down event sales revenue concisely in a report via cash, window credit cards, online credit cards, subscription, checks, and groups.
6. Interface with Excel for printing and manipulating data.

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7. Maintain general reports such as daily sales, period sales, event reports, advertising/sponsors, seating, sales, accounts receivables, cashier reports, customer reports/history, member and subscription report.

3.3.2.5 Credit Card Authorization

Integrate real time credit card/debit card authorization system.

3.3.2.6 Customer/Patron Data Base Management Criteria

1. Track and look up patrons and accounts using multiple methods of queries (i.e. by name, account number, phone number, etc.) in real time.
2. Build customer profiles and capture customer data, create customer histories and preferences.
3. Handle multiple customer names, addresses or phone numbers.
4. Log in comments on customers.
5. Alert system for customer accounts.
6. Track customer history and preferences.

3.3.3 TECHNICAL/PRODUCTION SERVICES

The Operator will be responsible for creating and executing high quality technical/production services in support of the venue's programs and events. Technical/Production Services include but are not limited to: systems support for audio, video and lighting production; event technical services support assessing client requirements, technical equipment maintenance and preventive service planning and client relations.

The Operator is responsible for ensuring quality audio, visual and lighting systems to create an excellent overall event experience for patrons, venue renters and business partners.

3.3.3.1 Systems Support

1. The Operator is responsible for audio, video and lighting systems support for all events.

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2. The Operator must assess and ensure proper staffing coverage for each event and that all systems are functional for successful production implementation and that a logistics plan is developed and implemented for each concert.

3.3.3.2 Technical Support

1. The Operator must develop and implement technical support policies and procedures. Technical support includes assessing individual client needs by initiating client meetings to ascertain the complexity of the events technical requirements.
2. The Operator is responsible for ensuring technical services and administrative services perform timely review of contracted event technical riders.
3. The Operator must adhere to established timelines for event sound check, including lighting and video systems.

3.3.3.3 Maintenance and Service Planning

The Operator must develop and implement a maintenance and service plan using industry professional standards for guidance on the routine production equipment.

3.3.4 FACILITIES SERVICES

3.3.4.1 Janitorial Services and Grounds

The Operator is responsible for ensuring that adequate custodial services are available for front and back of house, restrooms and common areas (the Plaza Level which includes Concessions area and Plaza Level Restrooms), pre/post and during all events. This would also include staffing and stocking necessary materials to maintain clean, functional restrooms, dressing rooms, green room and common areas. If these services are contracted to an outside contractor and/or vendor, the Operator/Manager is responsible for managing the contract and ensuring the quality of services remains consistent with County standards. The Operator will also be responsible for the maintenance of all grounds for the WCA, including landscaping services.

3.3.4.2 Event Services

The Operator is responsible providing event services, such as event set-up/take-down and needed adjustments for all events.

3.3.4.3 Green Practices and Recycling

Where possible, Fulton County encourages recycling and green practices to meet sustainability standards. The Operator should establish recycling programs to reduce waste going into landfills.

3.3.4.4 Contract Management

1. The Operator is responsible for ensuring that all facility management, purchasing procedures and rules are communicated to subcontractors.
2. The Operator is responsible for handling any liability due to the negligent handling of the venue as a result of subcontracting errors or omissions.
3. The County must be listed as an additional insured on any contract between the Operator and any vendor or service provider.

3.3.5 COMMUNICATIONS SERVICES

The Operator will develop a communications plan for the venue, which will include branding, marketing/public relations, community outreach and sponsorships to engage County residents, visitors and business interests to the venue as patrons and partners.

3.3.5.2 Marketing/Public Relations

1. The Operator is responsible for developing and implementing of concert and performance series marketing and public relations strategy, working collaboratively with the County. All marketing and public relations materials must be submitted to the County designated representative for approval.
2. The Operator will be responsible for the creation, launch, and maintenance of a venue website.
3. The Operator must agree to the County retaining ownership rights of domain names purchased on behalf of the WCA.

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4. The Operator must ensure that Fulton County remains abreast of changes to the concert season and its lineup through written communication to the County.
 5. The Operator must provide press releases, press conferences and media press packages in support of the annual concert season announcement of artists and events within prescribed timeframes.
 6. The Operator will be responsible for developing and implementing a media strategy for the venue.
 7. The Operator must include “Fulton County” and the Fulton County logo on all signage, print collateral, advertising, websites, and other publicity materials.
 8. The Operator agree to refrain from displaying signs, banners, cards, posters, panels or advertising material visible to the general public on or around the facilities property unless previously approved by Fulton County in writing.

3.3.5.3 Community Outreach

1. The Operator is responsible for developing and implementing of a community outreach strategy.
2. The Operator will be responsible for developing and implementing a rental plan that allows a minimum number of rental days before, during and after the primary concert season.

3.3.5.4 Sponsorships

1. The current official name of the venue is the Fulton County Wolf Creek Amphitheater. The Wolf Creek Amphitheater Operator is responsible for developing and implementing a sponsorship program inclusive of sponsor packages for sustainability of the concert season and venue operations. **This will include future naming rights for the venue.**
2. The Operator must develop and implement a plan to identify and secure corporate sponsorships. In addition, the Operator is responsible for all follow-up related to sponsor benefits. .
3. The Operator is expected to pursue community sponsorship opportunities from local businesses.

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4. The County will be provided final approval on all sponsors.

3.3.6 CONCESSIONS MANAGEMENT

The Operator is required to ensure that quality concessions are provided to the visiting public and will be responsible for engaging and managing food, beverage, service concessions and merchandise vendors as sub-contractors/sub-concessionaires. The vendor will be required to provide everything necessary to provide concession operations, including, but not limited to alcoholic and non-alcoholic beverages, serving utensils, eating utensils, drinking glasses, condiments, napkins, food, menus, and other services proposed by the vendor. It should be noted that patrons are currently allowed to bring their own food and drink (including alcohol) into the venue.

3.3.6.1 Concession/General Requirements

1. Furnish all necessary labor, materials, equipment, supervision and all effort necessary to provide high quality professional concessions services and concession management services.
2. Provide concessions services and concession management services during all WCA events in a first class-manner and provide prompt, courteous, safe and efficient service at all times.
3. Provide a Concessions Manager to oversee the concessions and Concessionaires.
4. Meet all local codes including obtaining any necessary permits and food service licenses as mandated by federal, state, local public health and other authorities.
5. Apply for and obtain an alcoholic beverage license for the facility.
6. Ensure sufficient personnel to provide sanitary conditions and satisfactory services that will assure prompt and efficient service at all time.
7. Provide signage for WCA patrons. The County must approve signage design and material before they are displayed.
8. Ensure that the Concessionaire(s) comply with the terms of the concession agreement.

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9. Require all Concessionaire employees are dressed in an approved uniform and conduct themselves in a professional manner at all times. Ensure that all Concessionaire employees comply with the County's security requirements. Employees must be cleared prior to performing work at the WCA. The Concessions Manager shall ensure a security background check is conducted at the Concession Manager's expense on all employees before working in County facilities.
 10. Ensure that all Concessionaire(s) clean the areas they use, such as servicing areas, kitchen premises and all equipment. The concessionaire will perform all necessary mopping and cleaning of the floors and all food storage areas in the concession area.
 11. Ensure that all Concessionaires exercise reasonable care and precaution in the use of all County-owned equipment and facility.
 12. Provide security services as deemed necessary for the security of receipts and monies and for safe guarding the transfer of funds from the concessionaires(s) collecting monies.
 13. The Concessions Manager must submit all of its proposed prices to the County designated representative or his/her designee for review at least thirty (30) days prior to the Concessionaire(s) offering its services to the public.

3.3.6.2 Concession/Trash and Removal

1. Ensure that wet garbage is transported and handled in a clean and sanitary manner in route to the concession area(s) to the dumpster and waste grease to the designated offsite location.
2. Provide complete and proper arrangements for the adequate sanitary handling of all trash, garbage, and other refuse resulting from the concession operations, and provide for the timely removal of same from the WCA.
3. Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse generated on or in connection with the facility. Piling of boxes, cartons, barrels or other similar items in, or in view of, the public area will not be permitted. If required by local, state or federal law, the Concessions Manager will separate trash for recycling.

3.3.6.3 Concession/Performance Measures

1. The Concessionaire(s) shall maintain a rating of a Grade "A" or equivalent numerical score by the Fulton County Health Department at all times.
2. The Concessionaire(s) must stay in compliance with all applicable health, sanitary and other regulations and laws.
3. The Concessionaire(s) must agree to a goal of zero public health infractions, over the life of the contract. Failure to achieve this goal could lead to termination of the contract.
4. The County reserves the right to frequently inspect and taste all food prepared for sale to WCA patrons.
5. The County reserves the right to inspect the food service facility at any time and to provide the Concessionaire(s) with a comprehensive review and deficiency report, if any, for the following:
 - Service quality, attentiveness, courtesy and similar factors
 - Food quality, presentation, merchandising
 - Sanitary practices and conditions
 - Personnel appearances
 - Safety conditions
6. Conduct a customer satisfaction survey to measure the concessionaire(s) customer service performance and concessions services offered.

3.3.6.4 Concession/Facility Improvements

1. Operator and/or Concessionaire(s) must provide any trade fixtures, equipment or improvements not provided by the County that are necessary for the operation of concession services. All improvements, fixtures, and equipment used will be of high quality, safe, fire-resistant, attractive in appearance, and will require written approval from the County's Department of Real Estate and Asset Management prior to installation. All improvements which are affixed to the premises will be considered to be "Operating Improvements," while all non-affixed items, including moveable safes and furniture, will be considered "Trade Fixtures".

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2. Obtain permission from the County's designated representative for approval before displaying signs, banners, cards, posters, panels or advertising material visible to the general public on or around the facilities property.

3.3.6.5 Concession/Structural Alterations

1. The Operator and/or Concessionaire(s) will not be permitted to make any structural alterations to the facilities without acquiring prior approval, in writing, from the County. Failure to acquire proper approval will result in the Concessions Manager and/or Concessionaire(s) incurring the cost associated with same and, at the discretion of the County, may be required to restore the facility to its original condition.
2. All improvements, alterations and/or repairs made to the facilities by the Operator and/or Concessionaire(s) will remain the property of the County.

3.3.6.7 Concession/Facility Maintenance

The Operator will be required to promptly notify the County or its designee of any and all items or matters requiring maintenance by the County.

3.3.7 PARKING OPERATION REQUIREMENTS

3.3.7.1 Parking General Requirements

The Operator will be required to:

1. Operate the parking facilities during all WCA events and hours of use for the facility in a first class-manner and provide prompt, courteous, safe and efficient service at all times.
2. Ensure parking privileges for all motor vehicles and ensure proper charges have been paid as authorized by the County.
3. Ensure sufficient shuttle vans and personnel are available to transport customers between the WCA and any additional off-site parking facilities that the Parking Operator may provide.
4. Maintain and ensure that all equipment and parking facilities are kept in good operating condition and appearance at all times, making all repairs and replacements necessary.

5. Employ, train, and supervise all personnel for WCA events.

Ensure that each operator of a motor vehicle who parks in the facilities receives a parking ticket upon entering the facilities. The ticket will contain the terms, conditions and provisions, as approved by the County in writing. Promptly handle and document, on appropriate forms, all claims made for losses or damages to vehicles and complaints about service. With respect to any claim or complaint, the Parking Operator will furnish the County's designated representative a full written report of the circumstances involved upon request and take appropriate actions to ensure that parking spaces designated for use by persons with disabilities are used only by persons with disabilities. Parking Operator's personnel shall notify proper authorities of all violations.

Ensure that the assigned parking attendant(s) monitor and assist patrons as required in the parking facilities during WCA events or when parking is operational.

Ensure that the assigned parking attendant(s) remain at the parking lot assigned after the event to assist patrons in exiting the parking area in an expedient manner.

Provide security services as deemed necessary for traffic control, the security of receipts and monies at the parking facilities, as well as for safe guarding the transfer of funds from the parking attendant(s) collecting monies.

3.3.7.2 Parking Facility Improvements

The Operator will be required to:

1. Provide any trade fixtures, equipment or improvements not provided by the County that are necessary for the customary operation of self-parking services. All improvements, fixtures, and equipment used will be of high quality, safe, fire-resistant, attractive in appearance, and will require written approval from Fulton County General Services prior to installation. All improvements which are affixed to the premises will be considered to be "Operating Improvements," while all non-affixed items, including moveable safes and furniture, will be considered "Trade Fixtures".
2. Provide complete and proper arrangements for the adequate sanitary handling of all trash, garbage, and other refuse resulting from the operations of the parking facilities, and provide for the timely removal of same from the WCA. Provide and use suitable covered metal receptacles for all garbage, trash, and other refuse generated on or in connection with the facilities. Piling

of boxes, cartons, barrels or other similar items in, or in view of, the public area will not be permitted. If required by local, state or federal law, the Parking Operator will separate trash for recycling.

3.3.7.3 Parking Facility Management and Personnel

The Operator shall:

1. Ensure that a competent manager is available and on-site for all events at the WCA.
2. Employ qualified supervisors, parking attendants, shuttle drivers, and others in a sufficient number to assure a high standard of service to the public.
3. Provide a sufficient number of employees to meet the manpower requirements during the duration of the event and to assist patrons with exiting of the parking facilities.
4. Required to maintain a close check over all personnel to assure such service to the public and to assure complete and accurate levying and collection of all parking charges due.
5. Ensure that personnel are clean and neat in appearance, appropriately attired in a uniform, and wear approved visible identification badges.
6. Ensure that no personnel employed by the Operator will use improper language or act in a loud, boisterous or otherwise improper or discourteous manner.
7. Take all proper steps to terminate employees who participate in such acts of misconduct at the WCA.

3.3.7.4 Parking Structural Alterations

1. The Operator will not be permitted to make any structural alterations to the facilities without acquiring prior approval, in writing, from the County. Failure to acquire proper approval will result in the Parking Operator incurring the cost associated with same and, at the discretion of the County, may be required to restore the facility to its original condition.
2. All improvements and alterations or repairs made to the facilities by the Operator will be and remain the property of the County.

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3. The Operator will not remove or demolish, in whole or in part, any of the facilities or dispose of any equipment without the prior written consent of the County.

3.3.7.5 Parking Facility Maintenance

The Operator shall also be required to:

1. Promptly notify Fulton County or its designee of any and all items or matters requiring maintenance by the County. The County will provide and maintain all illumination (including re-lamping and ballasts), and all fencing.
2. Refrain from installing or operating vending machines or coin operated amusement machines or devices in the facilities.
3. Ensure that no parking trade is diverted from the County's parking lots unless the parking lots are at capacity.

3.3.7.6 Traffic Management and Public Safety

1. The Operator is responsible for coordinating with all local authorities for proper traffic management, vehicular safety and crowd control plans.
2. The Operator is responsible for preventing, mitigating and to curing any losses due to negligence or improper planning for crowd control.
3. The Operator will bear the responsibility for onsite emergency medical services including fire protection and security services for the personal safety of venue patrons and partners.
4. The Operator is responsible for the developing and implementing severe weather and emergency evacuation plans.
5. The Operator must submit an annual public safety plan to the Fulton County Department of Police for approval at least one month in advance
6. The Operator is responsible for obtaining all required permits, licenses and approvals in order to protect the safety and well-being of all persons entering the venue.

3.3.7 COUNTY RESPONSIBILITIES

Based upon available funds, the County may in the future provide investments in facility upgrades from the revenue generated from this agreement but is not required to do so.

3.4 PROPOSAL FORMAT AND CONTENT

The Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services and will be reviewed and evaluated based on each Proposer's responses to the criteria described below.

The Proposal shall be arranged and include content as described below:

Section 1 - Executive Summary

The executive summary shall include the following information:

1. Provide the legal name of the entity responding to this proposal.
2. Provide the business type of the entity responding to this proposal (i.e. Joint Venture, Partnership, etc.).
3. Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and concerns.
4. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.

Section 2 – General Management (20 points)

Describe in detail your approach to managing similar facilities in regards to administration, technical/production, facilities, concessions, communications, parking and security.

Section 3 – Revenue Generating Methodology (40 Points)

Describe in detail your comprehensive business approach to revenue generation and profit sharing. Proposer should include a detailed explanation and revenue proposal of the desired financial model(s). All possible revenue streams should be identified and include, but are not limited to, information on ticket sales, parking fees, sponsorships, concessions, rental fees, etc. The proposed

distribution of funds to the County shall also be reflected. The County strongly encourages innovative and creative approaches to generating revenue and sharing the revenue with the County.

Section 4 – Marketing/Branding Approach (15 Points)

Describe your firm’s strategy for outreach and promotion to Atlanta and surrounding areas, as well as your branding and sponsorship strategies for the facility. This section should provide an understanding of the local issues that face WCA and how you would handle relations, particularly within the South Fulton community.

Section 5 – Relevant Experience (18 Points)

1. Describe your firm’s ability to attract events for the WCA.
2. Identify projects where the Proposer has provided experience managing and/or operating similar venues within the past ten (10) years. Limit your response to one (1) page per project; please provide the following information for each project:
 - The name of the facility, years performed and the facility location.
 - A description of the services provided.
 - A reference, including a contact name, addresses and phone number. This reference should be the facility staff member who was in charge of the entity.

Section 6 - Local Preference (5 Points)

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. The term business location means that the business has a staffed, fixed, physical place of business located within Fulton County and has had the same for at least one (1) year prior to the date of the business’ submission of its proposal or bid, as applicable and has had held a valid business license from Fulton County or a city located within Fulton County for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of the business’ submission of its proposal or bid as applicable. In order to receive the Local Preference points of five (5) points the Proposer must meet one (1) of the following criteria, provide supporting documentation as required and certify under oath that it is eligible to receive the local preference points by signing and submitting Form E, Local Preference Affidavit located in Section 5 of this RFP.

The Proposer must indicate which one (1) of the following criteria they will utilize in order to receive local preference:

1. Business having a business location within the geographic boundaries of Fulton County.

The following supporting documentation must be provided:

- Copy of occupational tax certificate (business license) form Fulton County or a city located within Fulton County, or;
 - Copy of a lease or rental agreement, or;
 - Proof of ownership interest in a location within the geographical boundaries of Fulton County.
2. Businesses where at least fifty-one percent (51%) of the owners of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide the residential address of the business owner(s).
3. Businesses where at least fifty-one percent (51%) of the employees of the business are residents of Fulton County but the business is located outside of Fulton County.

The following supporting documentation must be provided:

- Provide a list of all employees name and address.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a “0” (zero) for Local Preference. In the event the affidavit or other declaration under oath is determined to be false, such business shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

Section 7 – Service Disabled Veterans Preference (2 points)

Service Disabled Veterans Business Enterprise Preference is given to businesses that are independent and continuing operations for profit, performing commercially useful functions, and which is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who have

been honorably discharged, designated as such by the United States Department of Veterans Affairs.

In order to receive the SDVBE Preference points the Proposer must complete and submit Form F, Service Disabled Veterans Preference Affidavit located in Section 5 of this RFP certifying under oath that it is eligible to receive the SDVBE preference points. The Service Disabled Veteran Business Enterprise (“SDVBE”) must be certified as such by the County’s Office of Contract Compliance.

The County will determine responsibility based on the following criteria for the proposer(s) recommended by the Evaluation Committee:

Section 8 – Proposer Financial Information

It is the policy of the County to conduct a review of a firm’s financial responsibility in order to determine the firm’s capability to successfully perform the work. If submitting as a Joint Venture, Partnership, Limited Liability Corporation or Limited Liability Partnership, the financials must be submitted for each entity that comprises the prime contractor.

The following documentation is required in order for the County to evaluate financial responsibility:

- a. Provide your firm’s most recent balance sheets.
- b. Provide your firm’s most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.
- c. Identify any evidence of access to a line or letter of credit. The evidence must be provided by a financial institution.
- d. Provide a sworn statement that your firm has not filed petition(s) for federal bankruptcy or state insolvency. The statement must be notarized.

Section 9 – Disclosure Form and Questionnaire

It is the policy of Fulton County to review the history of litigation of each Proposer that includes bankruptcy history, insolvency history, civil and criminal proceedings, judgments and termination for cause in order to determine whether a firm’s business practices, legal practices and overall reputation in the industry is one that would be acceptable to perform work for Fulton County. The

Disclosure Form and Questionnaire is provided in Section 5, Proposal Forms, Form C.

SECTION 4 EVALUATION CRITERIA

4.1 PROPOSAL EVALUATION – SELECTION CRITERIA

The following criteria will be used to evaluate the proposals submitted in response to this RFP:

Evaluation Criteria	Weight
General Management Approach	20%
Revenue Generating Methodology	40%
Marketing/Branding	15%
Relevant Project Experience	18%
Local Preference	5%
Service Disabled Veterans Preference	2%
TOTAL POINTS	100%

SECTION 5 PROPOSAL FORMS

5.1 INTRODUCTION

To be deemed responsive to this RFP, Proposers must provide the information requested and, where applicable, complete in detail all Proposal Forms. The appropriate individual(s) authorized to commit the Proposer to the Project must sign the Proposal Forms. As appropriate, Proposers shall reproduce each Proposal Form and complete the appropriate portions of the forms provided in this section.

Form A: Georgia Security and Immigration Contractor Affidavit/Agreement

Form B: Georgia Security and Immigration Subcontractor Affidavit

Form C: Disclosure Form and Questionnaire

Form D: Professional License

Form E: Local Preference Affidavit of Bidder/Offeror

Form F: Service Disabled Veteran Preference Affidavit of Bidder/Offeror

5.2 PROPOSAL FORMS DESCRIPTION

Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit **Form A**, in order to comply with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02.

Georgia Security and Immigration Subcontractor Affidavit

Proposer shall ensure that any and all subcontractor(s), that will be utilized for this project shall complete and submit **Form B**, Subcontractor Affidavit.

Disclosure Form and Questionnaire

The offerors and their joint venture partners or team members and first-tier subcontractors, shall complete and submit **Form C**, which requests disclosure of business and litigation.

Professional License

Proposer and any subcontractor(s) performing work required by state law to be licensed shall complete and submit **Form D** and attach a copy of their license for the work they will perform on this project.

Local Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form E**, which certifies that the Proposer is eligible to receive local preference points.

Service Disabled Veteran Preference Affidavit of Bidder/Offeror

Proposer shall complete and submit **Form F**, which certifies that the Proposer is certified as Service Disabled Veteran Business Enterprise ("SVDBE") by the County's Office of Contract Compliance.

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR
AFFIDAVIT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit.

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services¹ under a contract with **[insert name of prime contractor]** _____ on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Commission Expires: _____

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services³ under a contract with **[insert name of prime contractor]** behalf of **Fulton**

County Government has registered with and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that “physical performance of services” means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Commission Expires: _____

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

(a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

(b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

(c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

-
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

STATE OF GEORGIA

COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror _____ is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed “non-responsive” and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF
BIDDER/OFFEROR**

I hereby certify that pursuant to Fulton County Code Section 102-378, the Bidder/Offeror _____ is eligible to receive Service Disabled Veteran Business Enterprise preference points and is independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more individuals who are disabled as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

_____ (Affix corporate seal here, if a corporation)
(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____

County: _____

Commission Expires: _____

SECTION 6 CONTRACT COMPLIANCE REQUIREMENTS

6.1 NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

Pursuant to Fulton County Code section §102-391, Equal Opportunity Clause, the County effectuates Equal Employment Opportunity. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete Exhibit B, Equal Employment Opportunity Report (“EEOR”), describing the racial and gender make-up of the firm’s work force. If the EEOR indicates that the firm’s demographic composition indicates underutilization of employee’s of a particular ethnic group for each job category, the EEOR will be submitted to the Division of Diversity and Civil Rights Compliance for further action.

6.2 EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

-
1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
 2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

6.3 DETERMINATION OF GOOD FAITH EFFORTS

In accordance with Fulton County Code Section §102-426, the Prime Contractor **must** demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a “Good Faith Effort” in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor’s outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County’s bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

6.4 PROMPT PAYMENT

The prime contractor must certify in writing and must document that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within ten days (10) of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than ten (10) days as provided for by state

6.5 REQUIRED FORMS (To be submitted with Technical Proposal)

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Policy, bidders/proposers **must** submit the following completed documents with the Technical Proposal.

- Exhibit A – Promise of Non-Discrimination
- Exhibit C – Schedule of Intended Subcontractor Utilization

The following documents must be completed as instructed if awarded the project:

- Exhibit B – Equal Employment Opportunity Report (EEO Report)
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services **(To be submitted only by subcontractor/sub-consultant/suppliers of winning Prime prior to contract execution)**
- Exhibit E – Prime Contractor’s Subcontractor Utilization Report **(To be submitted monthly with pay applications)**

All Contract Compliance documents (Exhibits A, C and the EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “**CONTRACT COMPLIANCE**”. These documents are considered part of and must be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name
Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

ADDRESS: _____

PHONE NUMBER: _____ **EMAIL:** _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MID LEVEL OFFICIALS and MANAGERS																		
PROFESSIONALS																		
TECHNICIANS																		
SALES WORKERS																		
ADMINISTRATIVE SUPPORT WORKERS																		
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS																		
SERVICE WORKERS																		
TOTAL																		

FIRM'S NAME: _____

ADDRESS: _____

CONTACT NAME: _____

EMAIL: _____ PHONE NUMBER: _____

SUBMITTED BY: _____

EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit Letter(s) of Intent (Exhibit D) for all subcontractors who will be utilized under the scope of work/services prior to contract execution.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is , is not a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):
 \$ _____ or _____ %

2. This highlighted information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name	Business Name	Business Name
% of JV _____	% of JV _____	% of JV _____
Ethnicity _____	Ethnicity _____	Ethnicity _____
Gender _____	Gender _____	Gender _____
Phone# _____	Phone# _____	Phone# _____

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____

PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, please attach copy of recent certification.**

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage of Subcontractor Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Business or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors and submitted only by subs of awarded Prime prior to contract execution.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - PRIME CONTRACTOR/SUB-CONTRACTOR UTILIZATION REPORT

This report **must** be submitted by the **tenth day** of each month, along with a copy of your monthly invoice (schedule of values/payment application) to Contract Compliance. Failure to comply **shall** result in the County commencing proceedings to impose sanctions to the prime contractor, in addition to pursuing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial of participation in any future contracts awarded by Fulton County.

REPORTING PERIOD	PROJECT NAME:	
FROM:	PROJECT NUMBER:	
TO:	PROJECT LOCATION:	

PRIME CONTRACTOR	Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:					
Address:					
Phone #:					
Email:					

AMOUNT OF PAY APPLICATION THIS PERIOD: \$
 TOTAL PAYMENT(S) RECEIVED FROM COUNTY THIS PERIOD): \$
 TOTAL AMOUNT PAID YEAR TO DATE: \$

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-Contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount of Pay Application This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)
(Printed Name)

Notary: _____ Date: _____

My Commission Expires: _____

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

**SECTION 7
INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions
Operator Management Services – Wolf Creek Amphitheater**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government practice to obtain Certificates of Insurance from our Contractors/Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name and Description must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be received by Fulton County Government prior to the start of any activities/services as described in the bid. Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT - EACH ACCIDENT	\$500,000.
Employer's Liability Insurance	BY DISEASE - POLICY LIMIT	\$500,000.
Employer's Liability Insurance	BY DISEASE - EACH EMPLOYEE	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	- \$1,000,000
(Other than Products/Completed Operations)	General Aggregate	- \$2,000,000
Products\Completed Operation	Aggregate Limit	- \$1,000,000
Personal and Advertising Injury	Limits	- \$1,000,000

Operator Management Services - WCA

Damage to Rented Premises	Limits	- \$100,000
CGL - No Exclusion for Sexual Abuse Allegations*		
3. BUSINESS AUTOMOBILE LIABILITY INSURANCE		
Bodily Injury & Property Damage	Each Occurrence	- \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		
4. LIQUOR LIABILITY		
(Required if alcoholic beverages are provided/served)	Limits	- \$2,000,000
5. UMBRELLA LIABILITY		
(In excess of above noted coverage's)	Each Occurrence	- \$2,000,000
6. FIDELITY BOND AND CRIME		
(Employee Dishonesty - Theft)	Each Occurrence	- \$1,000,000
*Above to include 3 rd Party Coverage		

Certificates:

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates should be sent to Fulton County Government and must identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Important:

It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

Effective 09-07-2016

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONE REQUIREMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____

SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SECTION 8
SAMPLE LICENSE AGREEMENT

The Sample License Agreement will
be issued via an addendum

**SECTION 9
EXHIBITS**

EXHIBIT 1

Request to Proposal (RFP) Submittal Check List for

The following submittals shall be completed and submitted with each proposal (see table below "Required Proposal Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original proposal and five (5) CD's as required in Section 3.1.2 of the RFP.

Item #	Required Proposal Submittal Check List	Check (✓)
1	One (1) Proposal marked " Original ", five (5) CD's or thumbdrive	
2	*Form A: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form B: Georgia Security and Immigration Subcontractor Affidavit (s)	
4	Technical Proposal	
5	Cost Proposal (submitted in a separate sealed envelope)	
6	Financial Information (submitted in a separate sealed envelope)	
7	Acknowledgement of each Addendum	
8	Purchasing Forms Form C: Disclosure Form & Questionnaire Form D: Professional License Form E: Local Preference Affidavit of Bidder/Offeror Form F: Service Disabled Veteran Preference Affidavit	
9	Office of Contract Compliance Requirements (separate envelope) Exhibit A: Promise of Non-Discrimination Exhibit C: Schedule of Intended Subcontractor Utilization	
10	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
11	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
12	Verify Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
13	Verify Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	

