



# FULTON COUNTY

*People*      *Vision*      *Neighborhoods*  
*Families*

*Mission*  
*To serve, protect and govern in concert with*  
*local municipalities*

*Values*  
*People*      *Customer Services*  
*Ethics*      *Resource Management*  
*Innovation*      *Equal Opportunity*

REQUEST FOR PROPOSAL NO. 09RFP67361A-CC

## WOLF CREEK AMPHITHEATER OPERATOR

For

THE DEPARTMENT OF ARTS & CULTURE

RFP DUE DATE AND TIME: Friday, May 29, 2009 11:00 A.M.  
RFP ISSUANCE DATE: Thursday, April 2, 2009  
PRE-PROPOSAL CONFERENCE & SITE VISIT: Tuesday, April 28, 2009  
PURCHASING CONTACT: CHERYL COCHRAN at (404) 612-4203  
E-MAIL: [cheryl.cochran@fultoncountyga.gov](mailto:cheryl.cochran@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 PURPOSE

Fulton County, Georgia (“County”) is requesting proposals from organizations and individuals who have substantial and comprehensive knowledge, experience and qualifications for a lease-Operator agreement for the Fulton County Wolf Creek Amphitheater (hereinafter referred to as Wolf Creek Amphitheater). Operations of the amphitheater will comprise a concert series beginning each year in the spring and concluding in the fall, facilities management and maintenance, concessions, parking, sponsor and community relations.

Through the issuance of this Request for Proposal (“RFP” and/or “Proposals”), the County is soliciting Proposals from qualified Proposers for a ***WOLF CREEK AMPHITHEATER OPERATOR***.

Proposals provided in response to this RFP that comply with the submittal requirements set forth in Section 4.0, including all forms and certifications, will be evaluated in accordance with the criteria and procedures described in Section 5.0. Based on the results of the evaluation, the County will award the Wolf Creek Amphitheater Operator contract to the most advantageous Proposer based on the cost and the evaluation factors set forth in the RFP.

### 1.2 DESCRIPTION OF THE PROJECT

This project involves the lease/Operator agreement for comprehensive management of the Wolf Creek Amphitheater including programming; administration; conceptualization and technical production of diverse events ranging from music concerts to other performing arts productions; community relations including a venue rental program; sponsor relations; facilities management including public safety coverage; and building and grounds maintenance. The Operator will have responsibility for ensuring that the venue is at or near full utilization during the operating season.

The Operator will be expected to remit to Fulton County a flat lease/rental fee, a percentage of collected revenues arising from ticket sales, concessions sales and parking fees generated from Wolf Creek Amphitheater operations.

### 1.3 BACKGROUND

The Wolf Creek Amphitheater, located in the southern portion of Fulton County is a new facility with a seating capacity just above 5,000. South Fulton covers approximately 125,000 acres of beautifully wooded, rolling terrain, extending

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nearly 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 amphitheater's market area comprises the 23 counties that form the Atlanta MSA.

The amphitheater is expected to open Spring 2010 and will maintain an annual mix of a concert season and rental activities commencing in the Spring and concluding in the Fall of each year. Please reference Exhibit III for a site plan.

The Wolf Creek Amphitheater 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 (1 star dressing room with toilet and shower, men's and women's dressing rooms with toilets and showers, 1 green room, 1 warm up room, 2 storage closets, laundry, and administrative office with 11'4" x 107'4" back of house storage area)
- 1,027 fixed seating units to tiered seating area
- 208 table seats
- 1,041 VIP seats with 14 seats meeting ADA requirements
- 3,881 general lawn seats with 40 seats meeting ADA requirements
- VIP Restroom with 14 ladies' toilets and 7 men's toilets
- VIP kitchen measuring 26' x 33'
- Public Restroom Building with 42 ladies' toilets and 20 men's toilets
- 2 Window ticket booth building
- 2 Operators Booth Facilities with 3 stalls each
- 923 Parking Spaces which includes 23 meeting ADA requirements

#### **1.4 COUNTY OBJECTIVES/ ECONOMIC IMPACT**

Fulton County expects that the addition of the Wolf Creek Amphitheater to South Fulton will serve as a community identifier and vital economic and cultural asset which will sustain local citizens, community groups and area businesses with a

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variety of economic opportunities. Additionally, the Wolf Creek Amphitheater will enhance the quality of life for South Fulton by providing world class arts and cultural performances and related events. Fulton County expects to engage its citizens, community organizations and local businesses as audiences, Operators and active users of the space.

The County is aware that with increased activity in the Wolf Creek corridor of South Fulton that there is an expectation that traffic and noise levels will be compromised. The Wolf Creek Amphitheater Operator will be required to present events no more than 4 days per week during the regular concert season which begins Memorial Day weekend and ends Labor Day weekend. These concerts will be presented within strict timeframes with all concerts beginning after 10:00 a.m. and ending before 11:00 p.m. each concert day. The County intends fully to enhance and enforce traffic and noise resolutions that protect the neighborhoods impacted by the amphitheater.

A study conducted by Americans for the Arts in 2002 showed that for that year the arts in Fulton County supported 10,285 full-time equivalent jobs and generated \$261 million in resident household income. In addition, the arts generated \$12.8 million in taxes for local governments and \$19 million for the State government.

The same seminal study found that the arts generate a staggering \$134 billion each year through spending by arts organizations and arts participants/audience members. Of this \$134 billion, more than \$24.4 billion went into the coffers of local, state and federal governments. Fulton County's aim is to bring this vitality to South Fulton.

The following are the County Objectives for this project:

- To Impact Fulton community as a positive economic and cultural asset
- To deliver world class events to the Fulton County
- To engage and attract Fulton County citizens and visitors to the South Fulton community through outreach opportunities
- To operate and maintain a self-sustaining arts & cultural asset
- To generate revenues for Fulton County

## **1.5 PURCHASING THE RFP**

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

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## 1.6 PRE-PROPOSAL CONFERENCE & SITE VISIT

The County will hold a Pre-Proposal Conference, on **Tuesday, April 28, 2009 at 1:00 P.M.** at the Fulton County Public Safety Training Facility at Wolf Creek located at 3025 Merk Road, College Park, Georgia 30349. 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. A site visit of the facility will be conducted immediately following the Pre-proposal Conference.

## 1.7 PROPOSAL DUE DATE

All proposals are due in the Department of Purchasing and Contract Compliance of Fulton County located in the Public Safety Building, Suite 1168, 130 Peachtree St, S.W., Atlanta Georgia 30303 on or before **Friday, May 29, 2009 at 11:00 A.M.**, legal prevailing time. All submitted proposals will be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing and Contract Compliance. Any proposals received after this appointed schedule will be considered late and subject to be returned unopened to the Proposer. The proposal due date can be changed only by addendum.

## 1.8 DELIVERY REQUIREMENTS

Any proposal received after the above stipulated due date and time will not be considered and will be rejected and returned. It shall be the sole responsibility of the Proposer to have his/her proposal delivered to the Fulton County Department of Purchasing and Contract Compliance 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.

## 1.9 CONTACT PERSON AND INQUIRIES

Any questions or suggestions regarding this RFP should be submitted in writing to the Purchasing Department contact person, Cheryl Cochran, Chief Asst Purchasing Agent Department of Purchasing and Contract Compliance, 130 Peachtree Street, S.W., Suite 1168, Phone (404) 612-4203, Fax (404) 893-1723; email [cheryl.cochran@fultoncountyga.gov](mailto:cheryl.cochran@fultoncountyga.gov) . Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

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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 submit any questions and suggestions to.

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

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.

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### 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 Operators 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, May 22, 2009 at 5:00 PM**, local prevailing time. 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

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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 (letter, fax or email) to:

**Fulton County Department of Purchasing and Contract Compliance**

**Attn: Cheryl Cochran**

**Public Safety Building**

**130 Peachtree Street S.W. Suite 1168**

**Atlanta GA 30303**

**Email: [Cheryl.cochran@fultoncountyga.gov](mailto:Cheryl.cochran@fultoncountyga.gov)**

**F: 404-893-1744 or 404-730-0358**

RE: 09RFP67361A-CC Wolf Creek Amphitheater Operator

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](http://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](http://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 CONTRACT**

The initial term of the contract shall be for a ten (10) year term upon execution of contract with one (1), ten (10) year renewal option.

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## **2.6 REQUIRED SUBMITTALS**

See **Exhibit 1** for the Required Submittal Checklist. This checklist will assist you to ensure that all required submittals are submitted. Failure to submit all required 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 a selection committee composed of two (2) members from Arts Council Department, two Purchasing Staff members and one (1) Finance Staff member 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

## **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 an individual firm, partnership or corporation under the same or different names may be considered as sufficient 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 response 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 responsible proposers submitting responsive proposals with resulting agreements most advantageous and in the best interest of the County. The County shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, 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.

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## **2.10 APPLICABLE LAWS**

All applicable laws and regulations of the State of Georgia and resolutions and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324 which is incorporated by reference herein.

## **2.11 MINIMUM PARTICIPATION REQUIREMENTS FOR PRIME CONTRACTORS**

Pursuant to Fulton County Code 102-357, Prime Bidders on the project must perform no less than 51% of the scope of work required under the project.

## **2.12 INSURANCE AND RISK MANAGEMENT PROVISIONS**

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

## **2.13 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 Contact Person identified in Section 1.10 in writing at the following address: Fulton County Department of Purchasing and Contract Compliance, Public Safety Bldg, 130 Peachtree Street S.E., Suite 1168 Atlanta, GA 30303. A written addendum, if necessary, then will be made available to each recipient of this RFP.

## **2.14 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 may only contact the person designated by the RFP.

## **2.15 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

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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.

## **2.16 COUNTY RIGHTS AND OPTIONS**

This RFP constitutes an invitation to submit Proposals to the County. Without limitation or penalty, the County reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the County to select, procure or contract for any services whatsoever
- 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.
- 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.

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- 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.
  - The County reserves the right to conduct investigations of the Proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.

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

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## **2.17 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.

## **2.18 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.

## **2.19 WAGE CLAUSE**

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made 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.

## **2.20 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 Respondent's qualifications. If requested by the Fulton County Department of Purchasing and Contract Compliance, Respondent's may required to submit additional or supplemental information to determine whether the Respondent meets all of the qualification requirements.

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## **2.21 REPORTING RESPONSIBILITIES**

The successful Proposer will report directly to the Director or designated representative of the department.

## **2.22 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
  - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
  - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
  - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
  - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
  - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 5, Proposal Forms for declarations and affidavits.

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**FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE**

**REQUEST FOR PROPOSAL (RFP) GENERAL REQUIREMENTS**

**09RFP67361A-CC WOLF CREEK AMPHITHEATER OPERATOR**

The following information pertains to the submission of a proposal to Fulton County ("County"), and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the Request for Proposal ("RFP") conflict with the General Requirements as listed here, those conditions or instructions in the RFP shall prevail.

1. Proposals submitted in response to the attached RFP must be formatted as specified in the RFP. Additional sheets, literature, etc., should be clearly identified.
2. The original and the required number of copies of the proposal must be returned to:  

Fulton County Purchasing Agent  
Fulton County Department of Purchasing and Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303
3. The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name and number, due date and time, and the name of the company or individual submitting the proposal. Proposals must be received by the opening date and time shown on this RFP in order to be considered. The Purchasing Agent has no obligation to consider proposals which are not in properly marked envelopes. The Technical Proposal, Cost Proposal and Contract Compliance submittals shall be submitted in separate sealed envelopes. The inclusion of any cost information in the Technical Proposal may result in such proposal being rejected by the County.
4. Proposals received after the time and date specified will not be opened or considered.
5. By submitting a signed proposal, Offeror agrees to accept an award made as a result of the submission of the prices and terms contained in that proposal. Prices proposed must be audited by the Offeror to insure correctness before the proposal is submitted. Person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between Fulton County and the Offeror upon notice of award of contract in writing and/or issuance of a purchase order.
6. Any contract awarded as a result of this proposal, shall comply fully with all Local, State, and Federal laws and regulations.

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7. Absolutely no fax proposals or reproduction proposals will be accepted, except that if multiple copies of the proposal are required, photocopies of the original may be submitted as the additional copies, provided that they are clearly marked as such.
  8. Type or neatly print company name, as well as the full legal name and title of the person signing the proposal, in all appropriate places. The Offeror's signature must be executed by a Principal of the company duly authorized to make contracts and bind the company to all terms being proposed.
  9. 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.

10. Show information and prices in the format requested. Prices are to be quoted F.O.B. destination, and must include all costs chargeable to the Offeror in executing the contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Offeror shall provide Fulton County the benefit through a reduction in price of any decrease in the Offeror's costs by reason of tax exemptions based upon Fulton County's status as a tax-exempt entity.
11. Propose all items specified or indicate under each item what alternative is being proposed and why it should be considered in lieu of the original specification. Failures to indicate any exceptions shall be interpreted as the Offeror's intent to fully comply with the specifications as written. Conditional or qualified proposals (except as specifically allowed in the specifications) are subject to rejection in whole or in part.
12. 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.

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13. The successful Offeror must assume full responsibility for delivery of all goods and services proposed and agree to relieve Fulton County of all responsibility and costs for prosecuting claims.
  14. 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.
  15. 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 Operator be other than the manufacturer, the Operator and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
  16. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
  17. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of all of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
  18. Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services for which the Operator is submitting a proposal to the County. In instances where that does not apply, the proposal must contain a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Operator submitting the proposal as capable of meeting the demands of the proposal should an award be made to them.
  19. Offerors submitting proposals may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their proposal, and are in all respects competent and eligible Operators, able to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Offeror to perform such work, and reserves the right to reject any proposal if evidence fails to indicate that the proposed Operator is qualified to carry out the obligation of the contract and to complete the work satisfactorily.
  20. By submitting a signed proposal, Offeror certifies 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.
  21. Upon notice of selection, the Offeror submitting the proposal is obligated to perform. Should a successful Offeror refuse to enter into a contract subsequent to an award, a penalty may be assessed and/or the Offeror may be found to be "non-responsible" in the future.

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22. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Operator responsible for any resultant excess cost.
  23. Successful Offerors contract directly with the County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of contract and may result in an Offeror being found to be "non-responsible" in the future.
  24. Invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to whom the service or product was provided.
  25. Fulton County reserves the right to accept or reject any or all proposals, or any part thereof, and to waive any technicalities. Fulton 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 Operators.
  26. Awards will not necessarily be based on cost alone. Other factors, as detailed in the RFP, will be considered in determining what proposal will be deemed to best meet the needs of Fulton County.
  27. 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.
  28. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the bid envelope.
  29. Prior to beginning any work, the successful Offeror shall furnish to Fulton County (for the contracting firm and for any subcontractors) a certificate from an insurance company showing issuance of Workers' compensation coverage for the State of Georgia or a certificated from the Georgia Workers' Compensation Board showing proof of ability to pay compensation directly.
  30. 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 Operators 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

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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.
31. Any Offeror intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this offer. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or be accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Offers from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
32. Any Offeror intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in Section 5. Proposals that do not include these completed documents will be rejected as being "non-responsive".

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**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 **May 29, 2009 at 11:00 A.M.** and must be addressed to:

**REQUEST FOR PROPOSALS RFP # 09RFP67361A-CC  
Fulton County Department of Purchasing & Contract Compliance  
Public Safety Building  
130 Peachtree Street S.E. Suite 1168  
Atlanta GA 30303**

The Proposal shall consist of a Technical Proposal, a Cost Proposal and all documents listed on the Required Submittal Checklist (Exhibit 1). The Technical Proposal shall include proposer information, technical information, business-related information, and any Technical Proposal forms requested. The Cost Proposal shall include the Cost Proposal Forms and any information describing the basis for pricing and must be separately, sealed, marked and packaged.

The required content of the Technical Proposal and Cost 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 TECHNICAL PROPOSAL, THE COST PROPOSAL AND CONTRACT COMPLIANCE EXHIBITS SHALL BE SUBMITTED IN SEPARATE, SEALED ENVELOPES OR PACKAGES. THE INCLUSION OF ANY COST INFORMATION IN THE TECHNICAL PROPOSAL MAY RESULT IN SUCH PROPOSAL BEING REJECTED BY THE COUNTY.**

Each envelope or package shall be clearly marked as follows:

**REQUEST FOR PROPOSALS RFP 09RFP67361A-CC  
WOLF CREEK AMPHITHEATER OPERATOR  
[TECHNICAL OR COST PROPOSAL]  
Proposer's Name and Address**

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### **3.1.2 NUMBER OF COPIES**

Proposers shall submit one (1) original of the Technical Proposal and five (5) copies on CD media in PDF format. Proposers shall submit one (1) original of the Contract Compliance Exhibits with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope. Proposers shall submit one (1) original of the Financial Information with the Technical Proposal marked "Original" and one (1) copy in a separate sealed envelope.

Proposers shall submit one (1) original and one (1) copy of the Cost Proposal in a separate sealed envelope.

All Proposals must be complete with all requested information.

### **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**

This section describes the scope of services the County is seeking in this RFP and is intended to provide an overview of the desired responsibilities between the County and the Operator. The Operator should carefully review the RFP, including the Exhibits and all addenda to this RFP, to fully understand the scope of services desired by the County to determine the best approach to meet the County's objectives. At a minimum, the Operator must perform all services stated in Section 3.3.1 Administrative Services through Section 3.3.4.4 Sponsorships.

#### **SECTION 3.3.1 ADMINISTRATIVE SERVICES**

1. The Wolf Creek Amphitheater Operator is responsible for maintaining effective administration in support of the facilities programs.

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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, contract administration

#### **3.3.1.1 Financial Services**

1. It will be the responsibility of the Wolf Creek Amphitheater Operator to develop and implement an annual operating budget to include the following operating components: administrative services, technical/production services, facility management services and communications services.
2. The Operator will provide transparency in its bookkeeping and will make financial records available for Fulton County review as requested.
3. The Operator will provide revenue and expense reports on a monthly basis and annual certified financial audit reports to Fulton County's Department of Arts & Culture.
4. The Operator is responsible for the development and implementation of a sponsorships plan in support of venue operations.

#### **3.3.1.2 Ticketing, Parking, Concessions, Alcohol and Permitting**

1. The Operator is responsible for all ticket sales including securing ticketing services and/or ticketing software and for the development and implementation of the ticketing/point of sale strategy including ticket booth operations and associated fee structure.
2. The Operator is responsible for the development and implementation of parking strategy and associated fee structure.
3. The Operator is responsible for development and implementation of the concessions strategy to include alcohol, food, merchandising and associated fee structure
4. Operator will submit to Fulton County a percentage of ticket, parking and concessions revenues as mutually agreed upon.
5. Operator bears sole responsibility for obtaining and coordinating all permitting activities for the delivery of ticketing, parking and concessions services particularly alcohol sales

#### **3.3.1.3 Human Resources**

1. It is the responsibility of the Wolf Creek Amphitheater Operator to develop policies and procedures related to staffing the administrative services,

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- technical/production services, facility management services and communications services areas of the venues operations.
  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 is responsible for developing and implementing a volunteer services program which includes recruiting and training volunteer staff for routine event staffing roles such as ushers.
  4. Operator will make best efforts to recruit qualified local community residents for employment and volunteer opportunities.

#### **3.3.1.4 Program Management**

1. It is the responsibility of the Wolf Creek Amphitheater Operator to develop, finalize and execute an annual concert season that will begin the Friday before Memorial Day and end on Labor Day annually. The annual concert season shall consist of a minimum of 10 concerts. A maximum of 2 events per week of pre-season and post-season events. The operator shall not present events on school nights unless such events end no later than 7:00 P.M. A school night is defined as a night on which the following calendar day is a school attendance day for students as determined by the Atlanta Public School System and the Fulton County Board of Education.
2. The Operator must adhere to currently established Fulton County noise resolutions and must end concerts before 11:00 p.m.
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 developing and implementing a venue rental program which targets community groups, business interests and other interested parties.
6. The Operator is responsible for maintaining Fulton County specified standards for noise levels and traffic control and operate events within specified event start and end times and dates. See attached resolutions.

#### **3.3.1.5 Facilities Services Support**

1. It is the responsibility of the Wolf Creek Amphitheater Operator to develop, finalize and execute an annual facilities management plan and provide administrative support for its successful implementation and execution.

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2. The Operator will bear responsibility for the safeguard of Fulton County physical assets ensuring proper maintenance of buildings, grounds and equipment in communications with Fulton County.

#### **3.3.1.6 Contract Administration**

1. It is the responsibility of the Wolf Creek Amphitheater Operator to develop, finalize contracting policies and procedures to implement and execute relationships with all venue Operators.
2. The Operator is responsible for implementing current prevailing professionally accepted contracting standards and ensure adherence to local, Fulton County, state and federal law.
3. The Operator is responsible for ensuring that administrative services reviews with the technical/production team of all contractual technical riders and coordinating client transportation and accommodations.

#### **3.3.1.7 Communications Services**

1. It is the responsibility of the Wolf Creek Amphitheater Operator to develop and finalize communications strategy including policies and procedures to effectively engage County and metropolitan area residents to the venue as audience participants, Operators and business partners.
2. The Operator is responsible for implementing a community outreach initiative and coordinating all communications efforts with the Fulton County Communications Department.
3. The Operator is responsible for providing routine operations reports to the Department of Arts & Culture which outline operations and related concerns.

### **SECTION 3.3.2 TECHNICAL SERVICES**

1. The Wolf Creek Amphitheater Operator will be responsible for creating and executing high quality technical/production services in support of the venue's programs and events.
2. 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.
3. Technical services ensure quality audio, visual and lighting systems support to create an excellent overall event experience for patrons, venue renters and business partners

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### **3.3.2.1 Systems Support**

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

### **3.3.2.2 Technical Support**

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

### **3.3.2.3 Maintenance and Service Planning**

The Wolf Creek Amphitheater Operator must develop and implement maintenance and service planning using industry professional standards for guidance on the routine maintenance timeline for all production equipment.

### **3.3.2.4 Traffic Management and Public Safety**

1. The Operator must be responsible for paying public safety personnel expenses necessary for all events. The Operator shall be required to coordinate through the Fulton County Police and Fire Rescue any and all contracted public safety services secured outside of Fulton County being reviewed and approved by these Fulton County departments.
2. It will be the responsibility of the Operator to coordinate with all local authorities for proper traffic management, vehicular safety and crowd control plans.
3. The Operator is responsible for the development and implementation of severe weather planning and emergency evacuation planning.
4. A minimum of 2 uniformed police for crowds up to 1,000 people; a minimum of 4 uniformed police for crowds in excess of 1,000.
5. The Operator is responsible for all expenses and coordination of emergency transport services including medical standby services.

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6. The Operator shall be responsible for all expenses associated with maintaining and operating a shuttle service with pick-up/return points mutually agreed upon with Fulton County.
  7. It will be the responsibility of the Operator to prevent, to mitigate and to cure any losses or negligence due to improper planning for crowd control.
  8. 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.
  9. The Operator must submit an annual public safety plan to the Fulton County Department of Police for approval.

### **SECTION 3.3.3 FACILITIES SERVICES**

1. The Wolf Creek Amphitheater Operator is responsible for maintaining the physical asset, to provide security for patrons and citizens by developing and implementing a public safety plan and to make minor repairs to facilities through the Arts Council to the Fulton county General Services Department.
2. Facility services include, but are not limited to: the development, planning, facilitation, coordination, documentation, program planning, audits, inspections, evaluations, studies, analyses (including cost), scenarios, reports, policy and regulation development assistance for initiatives in areas of facilities maintenance and management solutions.

#### **3.3.3.1 Grounds and Landscaping**

1. It will be the responsibility of the Operator to provide grounds and landscaping services to enhance and maintain the site appearance.
2. Services are to be provided on a daily, weekly, monthly, annual and as needed basis.
3. Grounds and landscaping services will include, but is not limited to debris removal, fertilization, weeding, mowing and irrigation services.

#### **3.3.3.2 Project Management and Life-cycle Costing**

1. It will be the responsibility of the Operator to track routine and non-routine maintenance and operating costs, to monitor warranty issues and to escalate maintenance.
2. It will be the responsibility of the Operator to proactively identify and mitigate hazardous facility conditions in and around the site.
3. Operator will conduct weekly and monthly facility inspections to address structural, mechanical, electrical and sound systems, and site changes.
4. It will be the responsibility of the Operator to address changes deemed routine fair, wear and tear items. Any damages not found to be due to

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routine fair, wear and tear should result in a charge back to the Operator for completion of repairs.

5. It will be the responsibility of the Operator to perform preventive maintenance inspections and to complete preventive reports. Information provided will be used to meet facility management, ADA, OSHA standards and gender equity compliance.

#### **3.3.3.3 Janitorial Services**

1. It will be the responsibility of the Operator to manage all aspects of the cleaning and maintenance program and to provide an aesthetically pleasing setting for projects, a positive professional image, and to foster a healthy working environment.
2. Janitorial maintenance must be done daily, weekly, quarterly and yearly in accordance with the Building Owners and Managers Association standards. Cleaning solutions must be of a commercial grade with

#### **3.3.3.2 Event set up and Support**

It will be the responsibility of the Operator to prepare set-ups and needed adjustments for shows and other performances.

#### **3.3.3.5 Safety and Security**

1. It will be the responsibility of the Operator to obtain all required permits, licenses and approvals to protect the safety and well being of all persons entering the venue.
2. It is the responsibility of the Operator to ensure strict adherence to ADA Compliance (Handicap Access).

#### **3.3.3.6 Green Practices and Recycling**

Where possible, Fulton County encourages recycling and green practices to meet sustainability standards. It will be the responsibility of the Operator to establish recycling programs to reduce waste going into landfills.

#### **3.3.3.7 Contract Management**

1. It will be the responsibility of the Operator to ensure that all facility management and purchasing procedures and rules are communicated to subcontractors.
2. It will be the responsibility of the Operator to borne any liability due to the negligent handling of the venue as a result of subcontracting errors or omissions.

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### **3.3.3.8 Energy Management Program Support**

It will be the responsibility of the Operator to monitor major categories of energy management program support to include, but not limited to:

### **3.3.3.9 Energy Planning and Strategies**

Develop, execute, and report agency implementation plan activities pursuant to all federal laws and executive orders.

### **3.3.3.10 Energy Choice Analysis**

Provide equipment and/or audit software and training to enable evaluation of various energy choices. Topics may include analysis of advantages and disadvantages of choices for reducing energy consumption including cost

### **3.3.3.11 System Preventative Maintenance and Repair Services**

It will be the responsibility of the Operator to provide services to include but are not limited to the performance inspection, testing, and preventive maintenance or repair of a variety of fire alarm and notification systems, equipment and components such as manual alarm devices, smoke and heat detectors, tamper switches, pressure switches, water flow switches, remote and graphic enunciators, main fire alarm panel and components, voice alarm system, speakers and horns and other audible and visual devices, wiring circuits and junctions, all other alarm, detection and control and ancillary devices, and emergency power operations.

### **3.3.3.12 Complete Facilities Management**

1. It will be the responsibility of the Operator to provide management and consulting services associated with facilities maintenance services to assure fully adequate and timely completion of all services.
2. Included in this service will be management duties including, but not limited to, property and facilities management, planning, scheduling, quality control software support services, and computer and/or facilities management systems.
3. The service will include adequate staff of personnel and alternates as required, with the necessary management expertise to assure performance of the work in accordance with sound and efficient management practices.
4. It will be the responsibility of Operator to escalate facilities problems through the Department of Arts & Culture

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### **3.3.3.12 Pest Control**

It will be the responsibility of the Operator to provide the planning, development, management, operations and maintenance for pest control and removal at or in the facilities. These services involve applications of pesticides, trapping and/or removal of pests in accordance with state and local laws.

## **SECTION 3.3.4 COMMUNICATIONS SERVICES**

The Wolf Creek Amphitheater Operator is responsible for the venues communications plan which includes but is not limited to branding, marketing/public relations, community outreach and sponsorships. Communications Services ensure effective public relations efforts that attract and engage County residents, visitors and business interests to the venue to participate as patrons and partners.

### **3.3.4.1 Branding**

The Wolf Creek Amphitheater Operator is responsible for the development and implementation of the branding strategy. Fulton County is interested in branding the venue as a complex with programming suitable for children, adults and Seniors.

### **3.3.4.2 Marketing/Public Relations**

1. The Wolf Creek Amphitheater Operator is responsible for the development and implementation of concert series marketing and public relations strategy working collaboratively with Fulton County.
2. The Operator will be responsible for the creation launch, and maintenance of a venue website.
3. The Operator must agree to Fulton County retaining ownership rights of domain names purchased on behalf of the Wolf Creek Amphitheater.
4. The Operator must ensure that Fulton County remains abreast of changes to the concert season and its lineup through communiqués to the Department of Arts & Culture.
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 proscribed timeframes.
6. The Operator will be responsible for developing and implementing a media strategy for the venue.
7. The Operator will be responsible for managing the Fulton County hotline information system by maintaining up to date event information.

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8. The Operator must include "Fulton County" and the Fulton County logo on all signage, print collateral, advertising, websites, and other publicity materials.

#### **3.3.4.3 Community Outreach**

1. The Wolf Creek Amphitheater Operator is responsible for the development and implementation of a community outreach strategy.
2. The Wolf Creek Amphitheater Operator will be responsible for developing and implementing of a rental plan that allows a minimum number of rental days before, during and after the primary concert season.
3. The Operator will establish a minimum of 4 days throughout year for the Department of Arts & Culture including 1 day between June 1 and August 31; 1 day between the 3<sup>rd</sup> week of July and the 1<sup>st</sup> week of August; 2 days between the 1<sup>st</sup> week of August and September 30.

#### **3.3.4.4 Sponsorships**

1. Naming Rights: Sponsorship does not include naming rights. The responsibility for Naming Rights rests solely with Fulton County.
2. The Operator is expected to pursue community sponsorship opportunities from area businesses.
3. The official name of the venue is the Fulton County Wolf Creek Amphitheater. The Wolf Creek Amphitheater Operator is responsible for the development and implementation of a sponsorship program developing sponsor packages for sustainability of the concert season and venue operations.
4. The Operator must develop and implement a plan to identify and secure corporate sponsorships and effectively deliver sponsor benefits and implement sponsorship follow-up.

### **3.4 TECHNICAL PROPOSAL FORMAT AND CONTENT**

The Technical Proposal shall include the appropriate and requested information in sufficient detail to demonstrate the Proposer's knowledge, skills and abilities to provide requested services.

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

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### ***Section 1 - Executive Summary***

The executive summary shall 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.

### ***Section 2 – Operational Plan***

1. Name, address and telephone number of one (1) individual to whom all future correspondence and/or communications will be directed.
2. The Operational Plan must address the complete management approach the Operator will employ in operating the Wolf Creek Amphitheater completing the work identified in Section 3.3 Scope of Work. Provide the proposed approach to the management of the facility including the plan for the following areas: Operations; Organization; Staffing. Provide details on the plan to utilize innovation in branding the facility including advertising and promoting the facility and concert season. Provide a complete sample concert season including number of concerts to be held weekly, promotional activities, traffic management, etc. Discuss the plan to provide community outreach to strengthen the facilities identity and community value. Please provide a discussion of industry best practices and benchmarks that will be used to effectively manage the facility and the concert season.
3. Provide details on the approach proposer plans to take in addressing environmentally friendly practices including green initiatives and establishment of a facility recycling program.

### ***Section 3 – Project Team Qualifications/ Qualifications of Key Personnel***

1. Provide resumes for each of the key personnel proposed for this project with specific emphasis on the Project Manager.
2. All proposed key personnel must have at least a minimum of three (3) years work experience in concert promotions and event management and at least one key personnel must have at least a minimum of five (5) years work experience in facilities management.
3. The Project Manager must have a minimum of five (5) years experience in concert promotions and event management
4. Each resume should be limited to no more than three (3) pages per person and be organized according to the following:

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- Name and Title
  - Professional Background
  - Current and Past Relevant Experience
  - Relevant Training
  - Courses completed during past five (5) years
  - Previous Work Experience related to concert promotions and event management
  - Include two (2) references for each key personnel member on similar projects.
  - Facilities Management experience and relevant certifications completed during the past five (5) years
  - Include the role and responsibilities that each key personnel member will perform on this project.

#### ***Section 4 – Relevant Project Experience***

In accordance with the minimum qualifications in section 1.4 of this RFP, identify three (3) projects where the Proposer has managed and or operated venues of similar size and scope. Limit your response to one (1) page per project; please provide the following information for each project:

- The name of the project, the owner, year performed and the project location.
- A description of the project.
- A reference, including a contact name, addresses and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.

#### ***Section 5 – Proposer Financial Information***

Proposers financial statements will be reviewed. The review will focus on the Proposer's Statement of Income, Balance Sheet and Cash Flow Statements.

The following documentation and statements are required. Failure to provide the required submittals shall result in your firm receiving a "Fail" for the "Financial Responsibility" criteria for the Proposal Evaluation Criteria provided in Section 4.

##### **Financial Statement/Capability**

In order for the County to complete its financial review the following documentation is requested:

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- (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position.
  - (2) The latest quarterly financial report and a description of any material changes in financial position since the last annual report.
  - (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report.

#### ***Section 6 - Availability of Key Personnel***

- (1) Percentage of time key personnel will spend on this project
- (2) Current workload of key personnel

#### ***Section 7- Location of Firm***

Local Preference is given to businesses that have a business location within the geographic boundaries of Fulton County. In order to receive the Local Preference points of ten (10) points the Proposer must provide one (1) of the following supporting documentation to the Department of Purchasing & Contract Compliance:

1. Copy of occupational tax certificate (business license);
2. Copy of a lease or rental agreement;
3. Proof of ownership interest in a location within the geographical boundaries of Fulton County.

The term business location means a physical structure, office or suite but does not include a post office box or a temporary job or project site location. If submitting as a Joint Venture or Partnership, provide a copy of the Joint Venture or Partnership agreement including the business address of all members.

Failure to provide the required supporting documentation with your proposal submittal shall result in your firm receiving a "0" (zero) for Local Preference.

### **3.5 COST PROPOSAL FORMAT AND CONTENT**

The Cost Proposal shall be provided in a **separate sealed envelope**. The Cost Proposal shall include current information and shall be arranged and include content as described below:

#### ***Section 1 - Introduction***

The Proposer shall include an introduction which outlines the contents of the Net Revenue Proposal.

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## ***Section 2 - Cost Proposal (Net Revenue Proposal Forms)***

The Proposer is required to complete all of the Net Revenue Proposal Forms provided in Exhibit 2.

Provide itemized Net Revenue forecasts for a 10 year period beginning in the initial year 2010 (2010 through 2020) which provides for satisfactory delivery of the service items identified in Section 3.3 Scope of Work. The successful proposer will be required to remit to Fulton County a lease flat fee of \$215,000 per year. Use the forms in Exhibit 2 to report your net revenue projections:

1. Ticket Surcharge to cover Capital Improvements and Audio-Visual Equipment maintenance of \$3.00 per ticket sold per event
2. \$1.00 per ticket sold per event to fund noise and traffic studies.
3. Percent Operator proposes of Ticket Sales/Service Revenues to be remitted to Fulton County
4. Percent Operator proposes of Parking Fee Revenues to be remitted to Fulton County
5. Percent Operator proposes of all Concessions Revenues to be remitted to Fulton County

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**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:

<b>Evaluation Criteria</b>	<b>Weight</b>
Project Plan	20%
Qualifications of Key Personnel	20%
Relevant Project Experience	15%
Financial Responsibility	5%
Cost Proposal	15%
Availability of Key Personnel	10%
Past performance on previous contracts.	5%
Local Preference	10%
<b>TOTAL POINTS</b>	<b>100%</b>

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## **SECTION 5 PROPOSAL FORMS**

### **5.1 INTRODUCTION**

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

Form A - Certification Regarding Debarment

Form B - Non-Collusion Affidavit of Bidder/Offeror

Form C - Certificate of Acceptance of Request for Proposal Requirements

Form D - Disclosure Form and Questionnaire

Form E - Declaration of Employee-Number Categories

Form F - Georgia Security and Immigration Contractor Affidavit/Agreement

Form G – Georgia Security and Immigration Subcontractor Affidavit

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## 5.2 PROPOSAL FORMS DESCRIPTION

The following paragraphs present an overview of each Proposal Form required.

### 5.2.1 Certification Regarding Debarment

Proposer shall complete and submit Form A, which certifies that neither it nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency.

### 5.2.2 Non-Collusion Affidavit of Bidder/Offeror

The Proposal shall include a copy of Proposal Form B, executed by an authorized officer of the corporation. Proposals developed by a joint venture shall be similarly executed by all joint venture participants.

### 5.2.3 Certificate of Acceptance of Request for Proposal Requirements

Proposer shall complete and submit Form C, which certifies that Proposer has read the solicitation including all addenda, exhibits, attachments and appendices.

### 5.2.4 Disclosure Form and Questionnaire

Proposer shall complete and submit Form D, which requests disclosure of business and litigation.

### 5.2.5 Declaration of Employee-Number Categories

Proposer shall complete and submit Form E, which requests the employee-number category applicable to your company.

### 5.2.6 Georgia Security and Immigration Contractor Affidavit and Agreement

Proposer shall complete and submit Form F, 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.

### 5.2.7 Georgia Security and Immigration Subcontractor Affidavit

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

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**FORM A:                    CERTIFICATION REGARDING DEBARMENT**

- (1) The 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 Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

**INSTRUCTIONS FOR CERTIFICATION**

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective Operator knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

**DEBARMENT ORDINANCE**

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

**(a) *Authority to suspend.***

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or

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associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

**(b) Causes for Suspension. The causes for suspension include:**

- 1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;
- 2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- 3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- 4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
  - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
  - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
  - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
  - d. Falsification of any documents.
- i. For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- ii. Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the

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Contract, once awarded. This document must be completed and included as a part of the proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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Under penalty of perjury, I declare that I have examined this certification 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 \_\_\_\_\_, 2009

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

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STATE OF GEORGIA

COUNTY OF FULTON

FORM B: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

I, \_\_\_\_\_ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
(COMPANY NAME)

\_\_\_\_\_  
(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

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

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

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

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**NOTE:**

**IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.**

**IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.**

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**FORM C:            CERTIFICATE OF ACCEPTANCE OF REQUEST**  
**FOR PROPOSAL REQUIREMENTS**

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # \_\_\_\_\_ to # \_\_\_\_\_ inclusive, including any addenda # \_\_\_\_\_ to # \_\_\_\_\_ exhibit(s) # \_\_\_\_\_ to # \_\_\_\_\_, attachment(s) # \_\_\_\_\_ to # \_\_\_\_\_, and/or appendices # \_\_\_\_\_ to # \_\_\_\_\_, 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, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

Company: \_\_\_\_\_

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

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

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

**(Affix Corporate Seal)**

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**FORM D:      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;
  - (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

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engaging in any type of business practice, or otherwise eliminating any type of business practice; and

- (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 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.

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**

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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]

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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 \_\_\_\_\_, 2009

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

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**FORM E: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your organization:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

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

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

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

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

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

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**FORM F: 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. The affidavit should be executed by Contractors with 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

**FORM F: 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 services 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\* [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], 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 Subcontract 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 \_\_\_\_\_, 200\_\_.

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

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

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

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**NOTE:**

\* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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**FORM G: 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.

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**STATE OF GEORGIA**

**COUNTY OF FULTON**

**FORM G: 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 services 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\* [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], 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 Subcontract 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 \_\_\_\_\_, 200\_\_.

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

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

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

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**NOTE:**

**As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).**

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## SECTION 6

### CONTRACT COMPLIANCE REQUIREMENTS

#### 6.1 NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENTS

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 Operators 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. 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 Operators seeking to obtain contracts with Fulton County.

**Equal Business Opportunity Plan (EBO Plan):** In addition to the proposal submission requirements, each Operator **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 Operator 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 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. (Ex: subcontracting, joint venturing, etc.)
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*. (Ex: media solicitation directed to M/FBEs, contacting Fulton County certified M/FBEs listed in the M/FBE Directory, etc.)

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

**Prompt Payment:** The prime contractor **must** certify in writing and **must** document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) 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

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funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

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## 6.2 REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

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**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 Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

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

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

\_\_\_\_\_  
**TELEPHONE NUMBER:** \_\_\_\_\_

## EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

<b>EMPLOYEES</b>
------------------

CATEGORY	NATIVE AMERICAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CAUCASIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Other (specify)												
<b>TOTALS</b>												

**FIRM'S NAME:** \_\_\_\_\_

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

**TELEPHONE NUMBER:** \_\_\_\_\_

This completed form is for (Check one) \_\_\_\_\_ Bidder/Proposer \_\_\_\_\_  
 Subcontractor

**Submitted by:** \_\_\_\_\_ **Date Completed:** \_\_\_\_\_

---

**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** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

**Prime Bidder/Proposer:** \_\_\_\_\_

**ITB/RFP Number:** \_\_\_\_\_

**Project Name or Description of Work/Service(s):** \_\_\_\_\_

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

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):

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

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

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.**

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRATOR NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_  
WORK TO BE PERFORMED: \_\_\_\_\_  
DOLLAR VALUE OF WORK: \$ \_\_\_\_\_ PERCENTAGE VALUE: \_\_\_\_\_ %

---

SUBCONTRATOR 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 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:** \_\_\_\_\_

**Firm 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

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 - DECLARATION REGARDING SUBCONTRACTING PRACTICES**

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

\_\_\_\_\_ hereby declares that it is my/our intent to  
**(Bidder)**

perform 100% of the work required for \_\_\_\_\_  
**(ITB/RFP Number)**

\_\_\_\_\_  
**(Description of Work)**

In making this declaration, the bidder/proposer states the following:

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

**AUTHORIZED COMPANY REPRESENTATIVE**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT**

**ITB/RFP No.** \_\_\_\_\_

**Project Name** \_\_\_\_\_

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

**1. Firms:**

1) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

2) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

3) **Name of Business:** \_\_\_\_\_  
**Street Address:** \_\_\_\_\_  
**Telephone No.:** \_\_\_\_\_  
**Nature of Business:** \_\_\_\_\_

**NAME OF JOINT VENTURE (if applicable):** \_\_\_\_\_

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

\_\_\_\_\_

**PRINCIPAL OFFICE:** \_\_\_\_\_

**OFFICE PHONE:** \_\_\_\_\_

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**Note:** Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. The authority of each joint venturer to commit or obligate the other: \_\_\_\_\_  
\_\_\_\_\_
13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: \_\_\_\_\_  
\_\_\_\_\_

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

**WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.**

FOR \_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Company)

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

\_\_\_\_\_  
(Signature of Affiant)

\_\_\_\_\_  
(Printed Name)

State of \_\_\_\_\_:

County of \_\_\_\_\_:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, appeared \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.



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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) 763-6300, for further assistance.

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**SECTION 7**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**  
**Entertainment Program Services**

**Wolf Creek Amphitheater Operator**

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and 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 a specific policy 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.

Cover all of Operator's personnel performing work in connection with this agreement.

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**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	-\$2,000,000
Personal and Advertising Injury	Limits	-\$1,000,000
Fire Damage	Limits	-\$300,000

Commercial General Liability Insurance covering all operations (including products/completed operations and personal injury), Liquor Law Liability and Fire Legal Liability for property damage and bodily injury (including death).

The Manager is responsible for assuring that all Acts, Vendors and other users of the premises provide insurance coverage equal to the Manager's required coverages and limits, unless prior written approval by the County (Owner) authorizes other coverages and limits.

**3. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

**Combined Single Limits** Each Occurrence - \$1,000,000  
(Including operation of non-owned, owned, and hired automobiles)

The policy shall cover loss due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance, operation or use of any motor vehicle whether owned, non-owned, hired or leased.

**4. UMBRELLA LIABILITY**

(In excess of above noted coverage's) Each Occurrence /Aggregate \$10,000,000

**5. FIDELITY BOND AND CRIME**

(Employee Dishonesty) (Theft) Each Occurrence - \$500,000  
\*\*Above to include 3<sup>rd</sup> Party Coverage\*\*

**6. EMPLOYMENT PRACTICES LIABILITY** Each Loss / Total All Losses - \$1,000,000

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**Certificates:**

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

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 **Insurance in no way Limits the Liability of the Contractor/Vendor.**

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## 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.

## 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.

## INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any

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actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

***If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.***

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, 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: \_\_\_\_\_

DAE: \_\_\_\_\_

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**SECTION 8  
SAMPLE CONTRACT**

**The Draft Contractual Agreement will be provided  
via an Addendum at a later date.**

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**SECTION 9  
EXHIBITS**

## EXHIBIT 1

### Required Proposal Submittal Check List for Request to Proposal (RFP)

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid 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 \_\_\_\_ ( ) **complete** copies of the Original Proposal including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	One (1) Proposal marked " <b>Original</b> ", ____ ( ) copies	
2	Technical Proposal	
3	Cost Proposal (submitted in a separate sealed envelope)	
4	Acknowledgement of each Addendum	
5	Technical Evaluation Factors Executive Summary Qualifications of Key Personnel Relevant Project Experience Financial Information (1) Provide annual reports and financial statement for the last three (3) years, including income statements, balance sheets, and any changes in financial position. (2) The latest quarterly financial report and a description of any material changes in financial position since last the last annual report. (3) Proposer's most recent Dun & Bradstreet, Value Line Reports or other credit ratings/report. Availability of Key Personnel Location of Firm	
6	Purchasing Forms Form A - Certificate Regarding Debarment Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C - Non-Collusion Affidavit of Prime Bidder/Offeror Form D - Disclosure Form & Questionnaire Form E - Declaration of Employee-Number Categories Form F - Georgia Security and Immigration Contractor Affidavit and Agreement Form G - Georgia Security and Immigration Subcontractor Affidavit	
7	Office of Contract Compliance Requirements Exhibit A - Promise of Non-Discrimination Exhibit B - Employment Record Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report	

**EXHIBIT 1**

**Required Proposal Submittal Check List for Request to Proposal (RFP)**

	Equal Business Opportunity Plan (EBO Plan)	
8	Risk Management Insurance Provisions Form	
9	<b><u>Any additional requirements that the User Department would like to include should be added to this check list.</u></b>	
10		
11		
12		
13		
14		
15		

The following submittals shall be completed and submitted with each proposal (see table below "Required Bid 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 \_\_\_\_ ( ) **complete** copies of the Original Proposal including all required documents.

**EXHIBIT 2  
COST PROPOSAL FORM**

Organizations Fiscal Year \_\_\_\_\_ beginning \_\_\_\_\_ ending \_\_\_\_\_

	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Total Annual Audience											
Total Annual Ticket Revenue											
Total Annual Parking Revenue											
Total Annual Food Concessions Revenue											
Total Annual Merchandising Concessions Revenue											
Proposed percent of Ticket Revenue to Fulton											
Proposed percent of Parking Revenue to Fulton											
Proposed percent of Food Revenue to Fulton											
Proposed percent of Merchandise Revenue to Fulton											

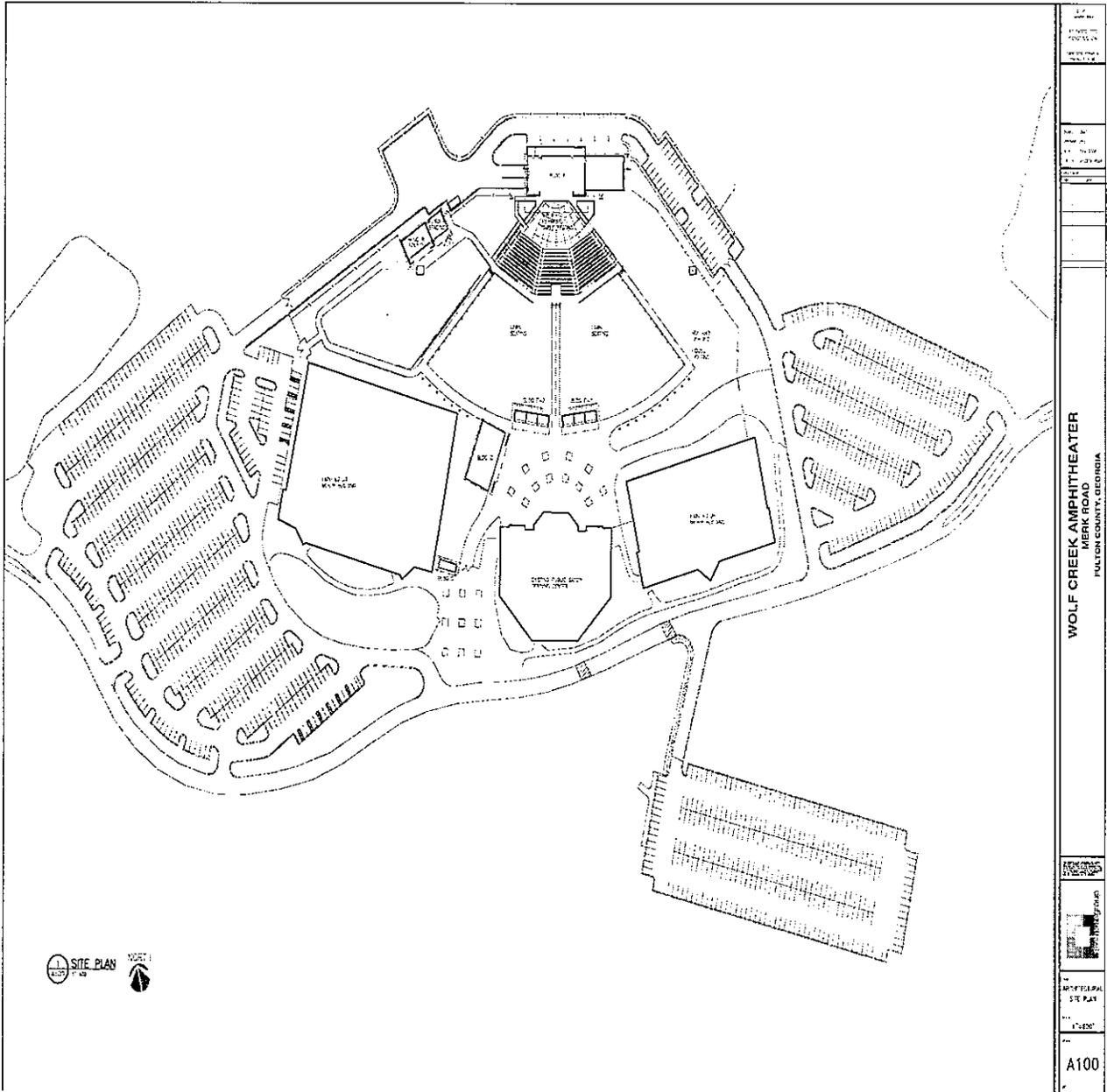
Organizations Fiscal Year

beginning

ending

	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020
Annual Ticket Revenue to Fulton											
Annual Parking Revenue to Fulton											
Proposed percent of Food Revenue to Fulton											
Annual Merchandising Revenue to Fulton											
Calculate Annual Capital Improvement Surcharge (\$3 per ticket sold)											
Calculate Annual Traffic/Noise Surcharge (\$1 per ticket sold)											
Lease Fee	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00	\$215,000.00
<b>TOTAL TO FULTON COUNTY</b>											

**EXHIBIT 3**  
**WOLF CREEK WORK SITE PLAN**



**WOLF CREEK WORK SITE PLAN**