

Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT

140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

November 7, 2016

Subject: RFP #1222-P, Meister for Hot Air Balloon Festival

Dear Sir or Madame:

Fayette County, Georgia is seeking proposals from qualified Balloon Meister's for a one day Hot Air Balloon Festival. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information shall be included with your proposal.

A pre-proposal conference will be held at 10:00a.m., Tuesday, November 29, 2016 at Fayette County Whitewater High School, 100 Wildcat Way in Fayetteville, GA 30215. This will be the opportunity to view the site, voice all questions, concerns and comments about the Request for Proposals, and have them addressed.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed in writing to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, SUITE 204
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #1222-P
REFERENCE: **MEISTER FOR HOT AIR BALLOON FESTIVAL**

Proposals will be received at the above address until 3:00pm, Wednesday, December 7, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Wednesday, December 7, 2016 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

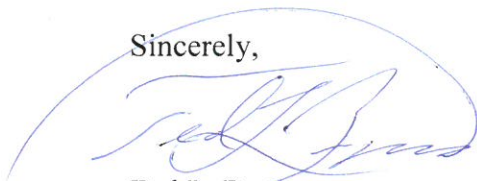
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

Attachment

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Responder's Questions:** The Fayette County Purchasing Department must receive questions about this request for proposals in writing by 10:00am, Friday, December 2, 2016. The county will post answers to questions and/or other information concerning the request for proposal in the form of an addendum on the county's website at http://www.fayettecountyga.gov/purchasing/bids_and_proposals.htm. It is the responsibility of the prospective proposer to check the website for any addenda issued for this request for proposal.
4. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is **1222-P**, and
 - c. The "reference" which is **Meister for Hot Air Balloon Festival**

Mail or deliver one (1) unbound original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

Attention: Contracts Administrator

5. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
6. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety (90) days from the date of the opening unless this time-frame is specifically excepted to in your offer.

7. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

8. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
9. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
10. **References:** Offerors shall submit with proposals a list of three (3) jobs the offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
11. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

12. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The county reserves the right to obtain clarification or additional information from any firm regarding its proposal. The county reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The county further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.

13. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
14. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
15. **Arrears:** Proposals will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to the county.
16. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
18. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
19. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
20. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
21. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
22. **Insurance:** The contractor shall, without expense to the county, carry the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

- **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract with the successful responder is executed, the successful responder shall provide Certificates of Insurance for all required coverage. The successful offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. The certificate shall list an additional insured as follows:

Fayette County Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
24. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
25. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
26. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Fayette County, Georgia
Checklist of Required Documents**

*(Be Sure to Return This Checklist with your proposal and
the Required Documents in the order listed below)*

**REQUEST FOR PROPOSALS #1222-P:
MEISTER FOR HOT AIR BALLOON FESTIVAL**

Company information – on the form provided _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Completed Proposal with Pricing Sheet _____

List of exceptions, if any – on the form provided _____

References – on form provided _____

Signed Addenda to the RFP, if any _____

COMPANY NAME: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

#1222-P: MEISTER FOR HOT AIR BALLOON FESTIVAL

Name of Project

FAYETTE COUNTY GEORGIA

Name of Public Employer

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

Executed on _____, _____, 2016 in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

MEISTER FOR HOT AIR BALLOON FESTIVAL

INTRODUCTION:

Fayette County, Georgia seeks a qualified Balloon Meister for a one day Hot Air Balloon Festival to be held at Whitewater High School/Sara Harp Minter Elementary School, off Georgia Highway 85 South in Fayetteville, GA 30214 on Saturday, June 17, 2017. The Festival gates will open at 3:00pm through 10:00pm. Balloon rides will begin at 5:00pm. This will be a tethered-balloon event only. There will be no balloon race or un-tethered rides. Rain make-up date will be Sunday, June 18, 2017.

The Balloon Meister shall be responsible for the overall balloon portion of the event. The Festival will include other items such as inflatable rides, entertainment, security, parking, food vendors, etc. However, the Balloon Meister shall only be responsible for the Balloon Portion of the event.

The county's goal is to enable citizens of all ages and abilities to safely enter and exit the festival while enjoying the hot air balloons, tethered rides, night glow, and other family oriented activities.

EVENT SCOPE OF WORK:

1. The Balloon Meister will act as the primary point of contact between the selected balloonists and Fayette County.
2. Meister will manage a one day Hot Air Balloon Festival with tethered rides and a night glow.
3. Meister will solicit to balloon pilots to attend the event in exchange for a compensation package to be provided and agreed upon by Fayette County.
4. Meister will be responsible for securing a minimum of nine hot air balloons of different shapes and colors. At least one of the baskets must be ADA accessible for the tethered rides. One of the baskets will also be a stationary basket for family photos.
5. The successful Balloon Meister shall present a field layout for the Balloon Set-up with their submitted proposal.
6. Meister will be responsible for registering balloon pilots. Pilots shall all be licensed, insured, and have their balloon annually inspected to meet airworthiness standards.
7. Meister is responsible for coordinating with pilots regarding their logistics such as lodging, meals, and swag.
8. Meister will be responsible for making sure all pilots and balloons are at the festival site at 2:00pm.
9. Meister will provide interior caution tape lines, tether que line management lines, tether rider directional signs, and 18" safety cones in order to clearly move tether passengers into and out of the tether balloon interior site. Location of que lines must be agreed upon between the Meister and the County at least one month prior to the event. Que lines must be set up by 3:00pm the day of the event.

10. Meister will be responsible for making sure balloons are inflated and ready to go by 5:00pm. (weather dependent).
11. Meister is responsible for coordinating pilot's propane usage throughout the event.
12. Meister is responsible for providing insurance for the event naming Fayette County Georgia as an additional insured.
13. Meister is responsible for ensuring all pilots are following FAA requirements.
14. Meister is responsible for ensuring all pilots are following all standard safety procedures.
15. Meister is responsible for conducting all hot air balloon briefings.
16. Meister is responsible for coordinating pre-sale online tickets at various time frames.
17. Meister is responsible for selling day-of-tickets beginning at 3:00pm.
18. All pre-sale and day-of tickets sales will be for various time frames. Ticket pricing shall be set at \$15 per rider for anyone twelve (12) years old and older and \$12 per rider for anyone eleven (11) years old and younger. There shall be a 50% split between the balloon Meister and county of all ticket sales.
19. Meister shall invoice the County at least one month prior to the event for any balloon pilot's show up fees.
20. Meister is responsible for ensuring all riders sign a waiver. A copy of the tethered waiver form must be sent one month prior to the event to the Fayette County.
21. Meister shall submit a financial plan with proposal as to how ticket sales and other financial matters will be reconciled at the end of the event. Prior to the Meister leaving the venue, ticket sales and money collected must be reconciled in a secured location agreed upon between Meister and the county. A County Representative shall be included in the process.
22. Meister shall act as liaison between balloonist and Fayette County throughout the Event.
23. Meister shall coordinate all facility needs or request with Fayette County prior to the event.
24. Meister will assist Fayette County in acquiring all required government documents and permits for event.

PROPOSAL RESPONSE REQUIREMENT:

The following items should be included with your proposal in the order listed:

1. **Cover page:** Include the Request for Proposals number and title (RFP #1222-P, Meister for Hot Air Balloon Festival). Also include your firm's name, address, telephone number, fax number, and email address.
2. **Table of Contents**
3. **Required Documents:** Include the following: Company Information Page on form provided, Contractors Affidavit, References on form provided and signed addenda, if any.

4. **Company History and Experience:** Provide a brief narrative explaining your company's experience and role from previous events.
5. **Project Understanding and Proposed Solution:** Describe the firm's understanding of the objectives and how you will meet the described needs.
Proposals shall:
 - Describe your plan for attracting participants.
 - Describe the basic operation of the balloon glows.
 - Include a sketch showing your proposed layout and placement of balloons. An aerial view of Whitewater High School/Sara Harp Minter Elementary School is attached to assist with the sketch.
6. **Price Proposal:** Provide a clear, concise and complete pricing sheet that details your charges, including supplies and compensation packages. Itemize pricing sheet including Balloon Meisters' consultant fees and costs. List all applicable charges, including but not limited to labor, administrative fees, materials, payment terms and other amounts. No additional charges will be allowed after the proposal due date and time. Do not include anticipated ticket sales, sponsorship revenues, or other income on your pricing sheet.

EVALUATION CRITERIA

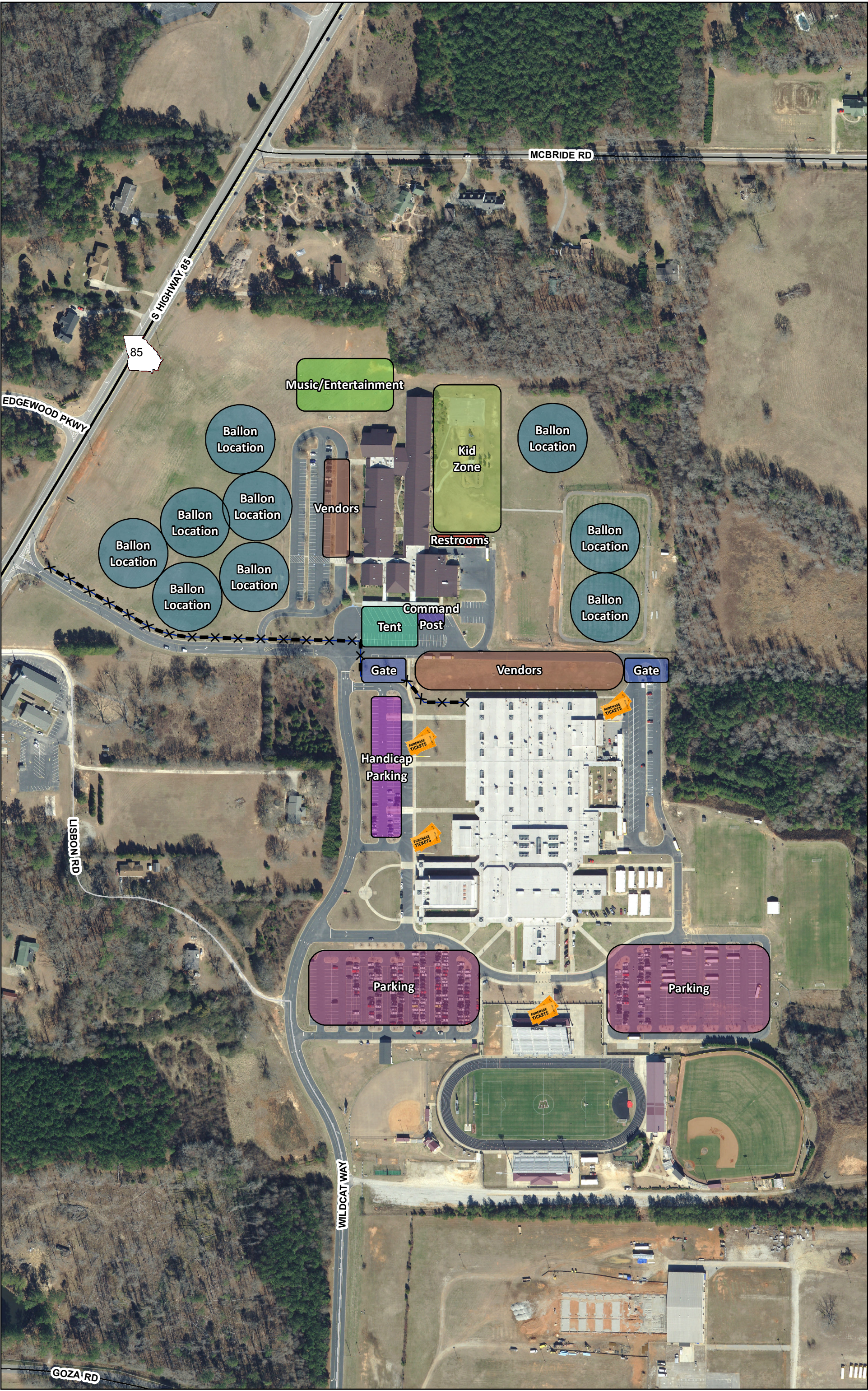
The Fayette County Purchasing Department is the facilitator for issuing this RFP. All communications during procurement shall be through the Purchasing Department.

The county will form an Evaluation Team for the purpose of selecting the Balloon Meister that most closely meets the needs described. If the Evaluation Team determines that it would be beneficial, it will create a short list of firms, and invite them to an interview. Final fees and prices will be negotiated with the top-rated proposing firm.

Proposal Evaluation – The Evaluation Team will review and rank the technical merit portion of proposals based on the factors listed below. The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit review are, in priority order, as follows:

1. Your Company's History and Experience.
2. Understanding of the objectives and plan for attracting participants.
3. Balloon glow plan.
4. Proposed layout and balloon placement.

The remaining 30% of your score will be determined by your proposed prices and compensation package.



EXCEPTIONS

If there are exceptions or clarification(s) taken to the specifications of this proposal, use this sheet and list the item(s) to which you take exception. Any exception(s) shall be explained in full.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

COMPANY NAME _____

REFERENCES
RFP #1222-P: MEISTER FOR HOT AIR BALLOON FESTIVAL

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Events of similar size and scope are preferable.

REFERENCE ONE

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION
RFP #1222-P: MEISTER FOR HOT AIR BALLOON FESTIVAL

Company _____

Physical Address Of Business _____

Mailing Address (**If Different**) _____

Authorized Representative _____
(Print or Type)

Authorized Representative _____
(Signature)

Title _____

Email Address: _____

Company Telephone Number: _____ Fax Number: _____

Event Contact Person Name: _____

Office Number: _____ **Cellular Number:** _____

Email Address: _____