



REQUEST FOR QUALIFICATIONS

RFQ # 15-052

Performing Arts Center Programming and Management Services

City of Sandy Springs
7840 Roswell Road Suite 500
Sandy Springs, GA 30350

Responses are due:

Thursday February 26, 2015 2:00 p.m.

and should be delivered to:

City of Sandy Springs
Purchasing Office
7840 Roswell Road Suite 500
Sandy Springs, GA 30350

in hard copy only; electronic or fax Responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.

A pre submittal conference will be held 10:00 a.m. Thursday February 12, 2015 at:
6110 Blue Stone Road
Sandy Springs, GA 30328

Deadline for questions is 5:00 p.m., Monday February 16, 2015. Questions received after this date and time may not be answered.

**Questions must be directed in writing (email) to the
City of Sandy Springs Purchasing Manager, Jeff Allen,
via e-mail to:**

jallen@sandyspringsga.gov

RESPONSE SIGNATURE AND CERTIFICATION

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response ("Offeror") for the same materials, supplies, equipment, or services 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 damage awards. I agree to abide by all conditions of the Response and certify that I am authorized to sign this Response for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: _____

Date: _____

Print/Type Name: _____

Print/Type Offeror Name Here: _____

OFFEROR'S RFQ CHECKLIST

Critical Things to Keep in Mind When Responding to an RFQ for the City of Sandy Springs

1. _____ **Read the *entire* document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ **Note the Purchasing Manager's name, address, and e-mail address.** This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information.
3. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Manager by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ will be distributed by e-mail to RFQ participants.
4. _____ **Follow the format required in the RFQ** when preparing an RFQ Response. Provide point-by-point responses to all sections in a clear and concise manner.
5. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Responses are evaluated based solely on the information and materials provided in response to the RFQ.
6. _____ **Use the forms provided** with the RFQ, if any.
7. _____ **Review the RFQ document again** to make sure that you have addressed all requirements. Your original Response and the requested copies must be identical and complete. The copies are provided to individuals evaluating Responses and will be used to rank your submittal.
8. _____ **Submit your Response on time.** Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with your Response.

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CITY OF SANDY SPRINGS

Request for Qualifications # 15-052 Performing Arts Center Programming and Management Services

SECTION 1: BACKGROUND

A. Purpose

The City of Sandy Springs (“City”) is seeking qualification statements (“Responses”) from highly qualified firms to provide programming, day to day general management and operational supervision of all activities of the proposed City Center performing arts center (“PAC”), family theater / meeting space and City Center public park (“City Green”), more fully described in this RFQ and in Links to Other Sources (Section 9). The Project is currently under design.

B. General Information About the City

Located in Atlanta’s dynamic metro north and less than an hour from the world’s busiest airport, Sandy Springs is the metro area’s second largest city and is the sixth largest city in the State of Georgia. The City balances the best of modern southern living: high-rise towers; riding stables; world-class medical centers; national river corridor; international consulates; and neighborhoods that resemble botanical gardens.

In June 2005, residents overwhelmingly voted for incorporation; the first new city in Georgia in fifty (50) years. The City utilizes a public-private partnership model for operations. Aside from public safety (police and fire) and the City Manager’s executive staff, general City services are provided by contractors. The success of the privatization model in Sandy Springs continues to attract attention from cities around the U.S. as well as around the globe.

The City’s population was estimated at 99,419 by the 2012 Census. Daytime population swells to more than 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, and Intercontinental Exchange (corporate parent of the New York Stock Exchange), and the recent announcement of Mercedes relocation of its corporate headquarters to Sandy Springs. Two of the most traveled arteries in the metro area, I-285 and Georgia 400, cross Sandy Springs, and the City is home to three MARTA rail stations.

1. Plans for City Center Development: In late 2012, City Council adopted a Master Plan to develop the City’s downtown area into its City Center. In June, 2014, Carter/Selig Enterprises was selected as the Master Developer for City Center as the result of a two-phase procurement process. Work is currently underway to finalize plans for construction of City Center, which will consist of approximately fourteen (14) acres of mixed-use development, featuring restaurants and local boutiques, living spaces, the City Green, the PAC, a family theater / meeting space and City offices.

2. Civic Facilities: In 2014, Sandy Springs selected Rosser International as the architect to design the Civic Facilities included as part of the City Center development. “Civic Facilities” include an office building for the City administrative offices, the PAC, a family theater / meeting

space and the City Green. In April, 2014, the firm of JB+A was selected as the landscape architect to design the City Green and other green spaces.

Johnson Consulting was retained to conduct a feasibility study (“Feasibility Study”) for the PAC and family theater / meeting space. On July 9, 2014, Johnson Consulting presented its findings to the City Council, recommending a performing arts center containing 800 – 1,000 seats. A link to the July 9, 2014 presentation to City Council is provided in Section 9 of this RFQ.

On July 23, 2014, the City Council was updated with a presentation on several options for the PAC, the status of the City Center development, and financial projections. A link to this presentation to City Council is provided in Section 9 of this RFQ.

In addition to the Johnson Consulting Feasibility Study, the City engaged Venue Solutions to examine different management models for the PAC. Venue Solutions’ final report was made to the City Council on October 21, 2014. A link to their report can also be found in Section 9 of this RFQ.

On January 6, 2015, City Council authorized the City Manager to negotiate a Construction Manager at Risk Contract with Holder Construction Company to serve as the Construction Manager (General Contractor) for the Civic Facilities.

The Offeror should review the City Center Master Plan, the Feasibility Study and the Venue Solutions report before responding to this RFQ.

SECTION 2: SCOPE OF WORK

For the purposes of this RFQ, “Public Gathering Facilities” means the PAC, the family theater / meeting space and the City Green. The selected firm will manage, in the most efficient and customer service oriented manner, all aspects of the Public Gathering Facilities, including sales and marketing of the Public Gathering Facilities, customer service, security, event services such as event set-up/take-down, scheduling, promotion, audience development, food service and ticket related services and financial services to include accounting, insuring the operation is compliant with all state and local laws, budgeting, purchasing, personnel and contracting. Specific services and expectations of the Offeror will include, but not be limited to the following:

- A. Book, schedule and service events in the Public Gathering Facilities. This includes securing and managing the ticketing contracts, overseeing food and beverage requirements, hiring event and production staff, performing sales and marketing duties, bookkeeping and addressing ADA concerns.
- B. Develop grand opening, operating and pre-opening budgets and timeline for operational benchmarks.
- C. Recruit and employ all full and part-time staff.
- D. Develop fundraising strategies and sponsorship/advertising programs.

E. Work closely with the hospitality industry to aggressively market and promote the Public Gathering Facilities to national, regional and local groups, organizations and entertainers and other event promoters who manage short-term bookings of 12-18 months.

F. Effectively utilize the Public Gathering Facilities to meet the needs of residents, businesses, civic institutions, and government through creative local marketing and promotion of the facility.

G. Program outdoor spaces for activity, such as outdoor performances, informal gatherings, art activities and displays, farmers market and other special events.

H. Regularly report to the City regarding the use and operation of the Public Gathering Facilities, including monthly reports of the activities associated with the operation, management supervision and maintenance. These reports should include a financial analysis, list of upcoming events, a discussion of operating and maintenance issues and concerns, changes in management, operations or maintenance activities and other information as appropriate or requested by the City.

I. Provide the City with a long term capital and operating expense plan.

J. Prepare an annual fiscal year operating budget for the Public Gathering Facilities. Once adopted, operate within the limits of the budget. A fiscal year is defined as July 1 through June 30.

K. Facility Management: Designs are not final; therefore, the City does not have a clear understanding of the selected firm's role in management of the physical plant. It is not anticipated to include maintenance of the office building or any shared electrical / mechanical systems in the scope of work for the selected firm for Public Gathering Facilities management. Lighting, sound / acoustical and other systems specific and exclusive to the Public Gathering Facilities are likely to be the responsibility of the selected firm.

SECTION 3: CONTENTS OF RESPONSE

Financial Model: Responses shall include a detailed explanation of the Offeror's desired financial model. A specific fee proposal is not desired at this time. Offeror should discuss different compensation plans, such as a flat fee to be paid by the City. All possible revenue streams should be included, along with how revenues will be split between the City and the Offeror, as well as how splitting revenues impacts the fees paid by the City.

Food and Beverage Model: The City anticipates food and beverage will be a key revenue stream. It is desired to maintain food and beverage services seven (7) days per week, independent of active programming in the Public Gathering Facilities. Responses shall include the Offeror's thoughts on this concept.

Different types of programming present different food and beverage opportunities and requirements. Offeror should discuss how its food and beverage model will respond to each of these opportunities.

Please address flexibility in food service management to accommodate different dietary requirements based upon factors such as food allergies, cultural and religious traditions.

Programming: Responses shall include a discussion of types of programming for the Public Gathering Facilities. Specifically address your approach to programming each (City Green, PAC, and family theater / meeting space) and how to market each to targeted groups/ performers / promoters. Discuss past experience programming and promoting these types of facilities.

Discuss your firm's experience and approach to make the PAC the venue of choice in metro Atlanta, the State and the southeast region for organizations / performers / promoters who utilize these types of facilities for large-scale events.

Sales, Marketing and Event Promotion: Discuss your firm's experience and approach to marketing events to audiences. Describe your firm's approach to connecting potential audiences to potential programs. Include coordination with Hospitality, the Chamber of Commerce and the local arts organizations.

Event Day Management: Address your firm's experience and approach in managing the day of the event. The successful facility will make the event day experience fun and memorable for performers and patrons alike. Discuss approaches to parking management, pedestrian flow, security, logistics, set-up, take-down, and everything else your firm considers important to a successful experience for all participants.

Participation in Design and Construction: Design activities are currently under way. Since many design and construction decisions have yet to be made, the selected firm has a unique opportunity to provide input to the City, the designers and the construction manager. Discuss your approach and past experience working with owners, architects, engineers and construction managers in a collaborative, ground-up opportunity.

Pre-Opening Schedule and Services: Provide a schedule and description of services leading up to the opening of the facility currently anticipated to be mid to late fall of 2017.

Staffing Plan: Discuss your firm's plan to provide full-time and part-time staff to the Public Gathering Facilities. The plan should include the Offeror's role in the design and construction phases, the ramp up during pre-opening, and the day-to-day operations once the Public Gathering Facilities are open.

Customer Service: Customer service plays an important role in the success of the Project.^[3] From that perspective, customer service should be included as part of an overall approach to management. Describe your firm's approach and philosophy to customer service.

Performance Metrics: Recommend key performance metrics for success for the Public Gathering Facilities and your firm. Discuss them in relationship to your proposed financial model.

SECTION 4: SUBMISSION OF RESPONSE

Each Response to this RFQ shall address the elements described in the Scope of Work (Section 2) and Contents of Response (Section 3). The Offeror shall describe its approach and experience in each area. Please include experience managing similar facilities. The Offeror should carefully review all background materials provided in Section 9 of this RFQ.

Responses shall be as succinct as possible while completely providing all requested information. All Responses shall be printed on single sided 8-1/2" X 11" in size or folded to such a size. Font shall be 11 point or larger.

All Responses must be in writing delivered to:

City of Sandy Springs
Purchasing Office
7840 Roswell Rd. Building 500
Sandy Springs, GA 30350

All Responses must be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

"RFQ 15-052 - Performing Arts Center Programming and Management Services"

The name and address of the Offeror must also clearly be marked on the outside of the package.

Please include one (1) original Response clearly marked "Original", ten (10) hard copies, and one digital copy in PDF format saved to a CD or USB flash drive.

Submittals are due no later than 2:00 p.m., Thursday February 26.

Submissions received after this date and time or at any other location cannot be accepted or considered.

The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.) It is the sole responsibility of the Offeror to submit its Response before the deadline.

Electronic and facsimile submittals will not be accepted.

SECTION 5: PRE SUBMITTAL INQUIRIES

A question and answer period has been established. All inquiries must be delivered in writing (e-mail to jallen@sandyspringsga.gov) no later than **5:00 PM EDT on Thursday February 16, 2015.** After this date, questions may not be answered. Requests for information and questions should be submitted to:

City of Sandy Springs
Attn: Jeff Allen, Purchasing Manager
jallen@sandyspringsga.gov

Responses to questions and any additional information relating to this RFQ will be posted to the City's website <http://www.sandyspringsga.org/business/doing-business-with-the-city/bidding-opportunities>. Informal verbal communications, or communications by any person other than the Purchasing Manager named in this RFQ shall be considered unofficial and the City shall have no responsibility to verify any information that is not contained in this RFQ or future addenda.

Please check the website regularly for updates and addenda.

SECTION 6: GENERAL EVALUATION PROCESS AND CRITERIA

A. General Information

The RFQ is the first step in a process aimed at gathering additional information and identifying one or more qualified firms to perform the services described in the Scope of Work. The City will conduct a comprehensive, fair and impartial evaluation of all Responses received. An evaluation team will be established by the City to evaluate the Responses ("Evaluation Committee"). The Evaluation Committee may invite the most qualified Offerors to interview; however, the City retains the right to select only one Offeror and negotiate a contract. The City may also determine that no qualified Responses have been received and reject all Responses.

B. Interviews

At the City's discretion, short-listed Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFQ, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Short-listed Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information received by the Evaluation Committee subsequent to the Offeror's Response will be used to further evaluate the short-listed Offerors to determine a rank-order. Final approval of a selected Offeror is subject to the City's Purchasing Policies.

C. Past Performance – References

The City, at its discretion, may review past performance of the Offeror. Exhibit E of this RFQ is a sample client authorization letter. Offeror shall include three to five reference projects from the past three to five years. Projects shall be a similar scope to the Project.

References should include the following: name of the organization, contact information, description of the project, brief summary of services provided and period of performance. The sample reference letter shall be prepared on the Offeror's letterhead, addressed to the contact at the reference, signed by the Offeror and included with the submittal.

D. Negotiation and Best and Final Offer (as applicable)

1. If the City deems it is in its best interest to retain the services of one or more Offerors, it is anticipated that a final scope of work and fee schedule will be negotiated. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for overhead and profit on subcontractors, a “not to exceed contract amount” as well as any other items the City feels are appropriate.

2. If negotiations are successful, the City and the highest ranking Offeror will enter into an agreement to develop the services as outlined in this RFQ. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with other Offeror(s).

3. Qualified firms submitting Responses will be required to submit financial statements for a minimum of three recording periods prior to contract award.

4. Separate meetings with more than one Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.

5. Offerors submitting Responses should be aware that the Evaluation Committee has sole discretion to determine what constitutes the “best value and offer” for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

E. Evaluation Criteria

1. Past experience managing similar facilities.

2. Approach to food and beverage service. Maximization of food and beverage revenues during events. The ability to create a seven day a week revenue stream regardless of active programming in the Public Gathering Facilities Business / financial model sustainability.

3. Demonstrate understanding of Sandy Springs and the types of programming appropriate for the Public Gathering Facilities and community.

4. Demonstrate ability to attract events for the Public Gathering Facilities.

5. Approach to ticket sales and marketing.

6. Approach to participation in design and construction of the Public Gathering Facilities.

7. Financial strength and stability of the firm.

8. Approach to staffing.

SECTION 7: SCHEDULE OF EVENTS

Pre-Submittal Conference – Thursday February 12, 2015 10:00 a.m.

Deadline for questions – Monday February 16, 2015 5:00 pm

Publication of Questions and Answers to the City website – Friday February 20, 2015

Submittals due – Thursday February 26, 2015 2:00 p.m.

SECTION 8: TERMS AND CONDITIONS

All Responses and supporting materials as well as correspondence relating to this RFQ become property of the City when received. Any proprietary information contained in the Response should be so indicated; however, a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply:

A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

D. The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFQ.

E. From the date this RFQ is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Jeff Allen, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Purchasing Manager: Jeff Allen
Address: 7840 Roswell Road, Building 500
Sandy Springs, GA 30350
E-mail Address: jallen@sandyspringsga.gov

F. The costs for developing and delivering Responses to this RFQ and any subsequent presentations of the Response as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of its Response.

G. While the City has every intention to make an award as a result of this solicitation, issuance of the RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves

the right to:

1. Cancel or terminate this RFQ at any time. A notice of cancellation will be issued. If the RFQ is cancelled, the City will not reimburse any Offeror for preparation of its Response. Responses may be returned upon request if unopened;
2. Reject any or all Responses received, make a contract award based directly on the Responses received in the best interest of the City, in its sole discretion, or enter into further discussions with one or more Offerors;
3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any Response;
4. Make partial award or no award if it is in the best interest of the City to do so; and
5. Terminate any contract if the City determines adequate funds are not available.

SECTION 9: LINKS TO OTHER RESOURCES

City Center webpage: <http://sandyspringscitycenter.com/>

City Center Master Plan: http://sandyspringscitycenter.com/wp-content/uploads/2012/12/2012-12-18_Sandy_Springs_City_Center_Master_Plan-Adopted.pdf

Performing Arts Center webpage: <http://sandyspringscitycenter.com/performing-arts-center/>

July 9, 2014 Presentation to City Council: http://sandyspringscitycenter.com/wp-content/uploads/2014/07/CHJC_Key-Findings-for-SS-PAC_Council-Presentation.pdf

July 23, 2014 Presentation to City Council: http://sandyspringscitycenter.com/wp-content/uploads/2014/07/2014-07-23-City_Center_PAC_Special_Call_C_Mtg.pdf

October 21, 2014 Presentation to City Council: <http://sandyspringscitycenter.com/wp-content/uploads/2014/10/2014-10-21-Management-Options-for-City-Center.pdf>

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Offeror in the foregoing Response; that _____, who signed said Response in behalf of the Offeror, was then (title)_____ of said company; that said Response was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This _____ day of _____, 2014.

(Signature)

(Seal)

SECTION 10: EXHIBITS

- EXHIBIT A: CERTIFICATION OF CONSULTANT – DRUG-FREE WORKPLACE
- EXHIBIT B: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)
- EXHIBIT C: AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION
- EXHIBIT D: CERTIFICATION OF CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
- EXHIBIT E: SAMPLE CLIENT AUTHORIZATION LETTER
- EXHIBIT F: INSURANCE REQUIREMENTS

EXHIBIT A
CERTIFICATION OF CONSULTANT
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____ (“Consultant”), whose address is _____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Consultant’s employees during the performance of the Agreement; and
- (3) Each subcontractor hired by Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Consultant, _____ certifies to Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: _____

Signature: _____

Title: _____

EXHIBIT B
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 the City of Sandy Springs 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

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

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

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT D
CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____
Title: _____

EXHIBIT E
SAMPLE CLIENT AUTHORIZATION LETTER

Offeror's Name
Offeror's Address
City, State Zip

Date: _____

Client name
Client address
City, State Zip

Dear: _____

Our firm *Offeror's Name* is currently responding to the City of Sandy Spring Request for Qualifications # 15-052 – Performing Arts Center Programming and Management Services. We would like to use *project name* where our organizations worked together as one of our firm's references.

This letter authorizes your organization to discuss our firm and the Project with the City of Sandy Springs and their representatives.

Thank you for your support.

Sincerely;

EXHIBIT F

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by

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the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building-500, Sandy Springs, Georgia 30350.