



REQUEST FOR PROPOSAL

RFP 17-263

Due: September 27, 2017 @ 2:00 pm.

The City of Brookhaven Cherry Blossom Festival

ACKNOWLEDGEMENT OF RECEIPT OF RFP PACKAGE

Upon receipt of documents, please email this page to:

City of Brookhaven – Purchasing Division
Attention: Purchasing Manager
4362 Peachtree Road
Brookhaven, Georgia 30319
Phone: 404-637-0200
Email: purchasing@brookhavenga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: () _____ Email: _____

(Signature)

(Date)

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REQUEST FOR PROPOSAL (RFP)

2018 City of Brookhaven Cherry Blossom Festival

Sealed Proposal for Purchasing RFP 17-263 2018 Cherry Blossom Festival (hereinafter referred to as “Request for Proposal” or “proposals”). Procurement will be received by the City of Brookhaven, hereinafter called “City.” Service providers whose Proposal meet the criteria established in the Request for Proposal, at the sole discretion of the City, may be considered for Contract award. The City may, by direct negotiation, finalize terms with the service provider who is selected for award based on proposals. The City reserves the right to reject any or all responses for any reason. Clarification of information may be requested by the City.

The City, at its sole discretion, may short-list firms that are deemed to best meet the City’s requirements, taking into consideration all criteria listed in the RFP. The City may, at its sole discretion, ask for formal presentations from all of the responsive and responsible proposers, or only from those firms that are short-listed, if short-listing is determined to be in the best interest of the City. Negotiations will be conducted and may take place in person or via telephone with the most qualified firm as identified by the City or, if short-listing occurs, with all of the short-listed proposers. Proposers that participate in the negotiations may be given an opportunity to submit their best and final offers. The City of Brookhaven requires pricing to remain firm for the duration of the contract. Failure to hold firm pricing for the duration of the contract will be sufficient cause for the City to declare a proposal non-responsive.

Proposals must be submitted in a sealed envelope which shall be clearly marked Purchasing RFP 17-263 2018 City of Brookhaven Cherry Blossom Festival. One Printed and signed original, and one (1) electronic copy (USB/Thumb Drive) in PDF of the proposals shall be submitted no later than 2:00pm, September 27, 2017. Proposals will not be accepted by facsimile or e-mail. Any proposal received after the time and date specified for the opening of the proposals will not be considered, but will be returned unopened.

A Pre-Proposal Conference will be held September 6, 2017 at 1:00 PM. Location:

City of Brookhaven City Hall
4362 Peachtree Rd.
Brookhaven, GA 30319

Pre-proposal conference is not mandatory.

Questions can be emailed to purchasing@brookhavenga.gov. After September 8, 2017, no questions will be allowed.

No Proposal may be withdrawn for a period of ninety (90) days.

The City’s staff will review all proposals submitted. After reviewing the proposals, staff may, at its discretion, request formal presentations from one or more of the proposers (at proposer’s expense) whose proposals appear to best meet the City’s requirements.

The proposer awarded the Contract must provide proof of liability insurance in the amount of one million dollars (\$1,000,000.00), along with any other required insurance coverage and evidence of business or occupational license, as outlined in the Proposal Documents.

The City reserves the right to waive any informalities or irregularities of proposals, to request clarification or information submitted in any proposal, to request additional information from any proposer, or to reject any or all proposals, and to re-advertise for proposals. The City also reserves the right to extend the date or time scheduled for the opening of proposals. Submitted proposal names will be provided, no cost will be announced.

Award, if made, will be to the responsible and responsive proposer submitting the proposal which is deemed by the City, in the sole discretion, to be the most advantageous to the City, price and other factors being considered.

To ensure the proper and fair evaluation of proposals, the City highly discourages any communication initiated by a proposer or its agent to a representative of the City evaluating or considering the proposal during the period of time following the issuance of the RFP, the opening of proposals and prior to the time a decision has been made with respect to the Contract award. Persons seeking an award of a City contract may not initiate or continue any verbal or written communications regarding a solicitation with any Official, Employee or other City representative other than an appropriate Purchasing employee of the City between the date of solicitation and the date of the final contract. An appropriate Purchasing employee of the City may initiate communication with a proposer to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Any communication initiated by proposer during evaluation should be submitted in writing and delivered to the City of Brookhaven, Purchasing Office, 4362 Peachtree Rd., Brookhaven, Georgia 30319, or by e-mail to purchasing@brookhavenga.gov. **Unauthorized communication by the proposer shall disqualify the proposer from consideration.**

The Proposer must adhere to a high standard of ethics, as articulated in Subsection A of Section IV of the City of Brookhaven's Financial Management Policies and Purchasing Policy. The Proposer must adhere to the prohibition against Gratuities, Rebates, or Kickbacks as articulated in Section B of Section IV of the City of Brookhaven's Financial Management and Purchasing Policy.

PART ONE – SPECIFICATIONS

1.1 BACKGROUND:

Brookhaven, Georgia's newest city is seeking an Event Management Vendor. The City is hosting the Cherry Blossom Festival in the first quarter of 2018. It will be a one and a half (1 ½) day celebration occurring on March 24, 2018 through March 25, 2018. The Festival will take place at Blackburn Park, a 49.5-acre recreation facility located at 3493 Ashford Dunwoody Rd, Brookhaven. The Festival will take place on approximately 15 acres of open greenspace in the Park. The City of Brookhaven is 12 miles long and has 50,000 residents. It is the largest city in DeKalb County. The city of Brookhaven is the home of Town Brookhaven and Oglethorpe University. We are located adjacent to Buckhead.

The selected Event Management Vendor will be working with a City Project Manager to implement the Art Festival portion of the event. The Arts Festival will include all aspects of producing the, Arts Festival including the artists market, food vendors, alcoholic service, and dining area, and the children's area. Promotion for the Arts Festival will include promotion of Individual Events as mutually determined.

COMPONENTS OF THE "ARTS FESTIVAL" OF THE 2018 CHERRY BLOSSOM FESTIVAL

Hours of the Arts Festival are anticipated to be 10 a.m.-6:00 p.m. Saturday and 11 a.m. -6:00 p.m. on Sunday. Hours are subject to change based on mutual agreement.

Artists Market: It is anticipated that the 2018 Festival should include a minimum of 75 artists and no more than 1 sponsor booth per 10 artist booths. The number of sponsors is negotiable.

Children's Area: A Children's Play area with suitable rides and activities

Food Vendors: The Cherry Blossom Festival expects to attract a minimum of 20,000 visitors over the course of the weekend. Suitable food and beverage vendors will be included.

Alcohol Service: Qualified vendors will be approved for alcoholic beverage service

Dining Area: A well-managed dining area with a large tent and other amenities as mutually agreed upon will be provided.

Food and Alcohol vendors will remain open until 7:00 p.m. in order to facilitate entertainment as mutually agreed upon.

Satellite parking will be available with logistics to be mutually-agreed upon. In 2017 the City utilized 7 satellite lots throughout the course of the event.

Other Components may be added to the Artists Festival as mutually agreed upon.

It is anticipated that the events outlined below will be managed directly by the City of Brookhaven as part of the 2018 Brookhaven Cherry Blossom Festival.

INDIVIDUAL EVENTS AT THE 2018 CHERRY BLOSSOM FESTIVAL TO BE MANAGED BY THE CITY OF BROOKHAVEN OR SUBCONTRACTED SEPARATELY FROM THE “ARTS FESTIVAL”

5K race Saturday March 24: The race will begin and end at Blackburn Park and presentation of awards will precede the opening of the stage show and market.

Car Show: A car show will be part of the entertainment in a space to be determined by the City of Brookhaven.

Pet Events: The Brookhaven Cherry Blossom Festival is a pet-friendly event. The City expects to have specific “pet events” on both Saturday, March 24 and Saturday March 25.

Entertainment: The City will contract for the stage, stage management, and appropriate family entertainment throughout the course of the festival.

Entertainment schedule will be at the discretion of the City of Brookhaven.

Please note:

Proposal must provide an Event Manager or Management Team with strong event planning experience and the ability to run the Arts Festival as a free-standing enterprise in coordination with Individual Events.

1.2 BUDGET

The City of Brookhaven estimates budgeted funds of approximately \$40,000 to \$60,000 (not to exceed) to support:

Advertising and promotion of the 2018 Cherry Blossom Festival

Logistical support for the artist’s market, food vendors, dining area, and the children’s area

It is anticipated that booth fees, concession fees and sponsorship opportunities for the arts festival, food areas and children’s areas will be paid directly to the vendor as payment for services. Please include this, or an alternate financial model as part of your proposal.

The City of Brookhaven reserves the right to sell sponsorship of the following individual events:

5K race

Pet areas and show

Car show

Stage and stage entertainment

1.3 SCOPE

1) **Communications & Advertisements**

Work with Brookhaven Communications Department to manage a regional advertising and promotional campaign with a budget not to exceed \$25,000

Write press releases, provide signage, and create appropriate advertising

Design and manage production and delivery of all printed promotion materials, including – posters, flyers, souvenir maps, and others as mutually agreed upon.

Work with local merchants to promote the event with flyers and other advertising, as mutually agreed upon.

Create and manage Public Service Announcements.

Coordinate and produce an ongoing calendar of events.

Provide Discover DeKalb with advertising/promotional materials on pre-determined deadlines to promote the event county-wide.

Work with the Brookhaven Communications Department to create and maintain social media (Twitter/Facebook, etc.) mobile application and website updates.

2) **Tents & Booths**

Establish and collect fees for artist booths

Fee schedule and recipient of fees will be mutually agreed upon, as part of the business proposal.

Establish artist booths and solicit participation.

Ensure booths are manned at all times with the proper dress code.

Ensure all vendors have uniform, white tents.

Ensure a First Aid/Lost and Found tent, that is easily recognizable and well-marked is onsite.

Provide tents, chairs and tables for all booths, first aid, lost and found, and hospitality and dining areas. Unless otherwise mutually agreed, all should be white, with acceptance of first aid and lost and found.

3) **Sponsors, Volunteers & Vendors**

Develop different sponsorship levels for Arts Festival portion of event as defined above and solicit sponsorship

Secure sponsorships for the Arts Festival.

Work with the Brookhaven Parks & Recreation and Communications Departments to develop community outreach programs to enlist volunteers through churches, service organizations, schools & senior centers.

*Sponsor levels schedule and recipient of sponsorship funds will be mutually agreed upon, as part of the business proposal. Please refer to section 1.2 BUDGET and 7) Reimbursement for Services.

4) Other Events & Project Requirements

Event Manager is required to meet with the City Project Manager and appropriate staff at least once a week from contract award through the conclusion of the event. Additional meetings can be added as needed.

Organize and manage volunteer committees both pre-event and onsite.

Provide staff to keep dining area and table clean and clear of debris

Host appropriate VIP or Hospitality Tent for sponsors, artists, performers and volunteers.

Manage all on-site event set up and clean-up for Arts Festival Portion of Event.

Manage and execute event debrief including analyzing surveys as well as recommended improvements/changes.

Event Planner will report, communicate, and receive direction from the City's Project Manager or the City Manager only. There is to be no direction taken from any employee, city official, manager or director, unless confirmed or approved by the City's Project Manager or the City Manager.

All invoices must be approved by the City's Project Manager.

5) The City of Brookhaven will provide the following services in coordination with Event Manager

All permitting

Traffic Management

Public Safety

Waste Management

Appropriate number of portable restroom facilities

Portable lighting if deemed necessary by City's Project Manager

Meeting space for planning meetings

The City of Brookhaven or the Event Management Vendor may have other activity suggestions that may arise and will be mutually agreed upon with the awarded Event Manager.

6) Mandatory Requirements:

- The response must be delivered to the City of Brookhaven no later than the response deadline. It must be marked RFP17-263 2018 Cherry Blossom Festival Proposal.
- The cost proposal must be in a separate sealed envelope with RFP 17-263 and Cost Proposal marked on the front of the envelope.
- Provide a statement, based upon reasonable inquiry, of whether you or any individual who shall cause to deliver goods or perform services under the contract has a possible conflict of interest and if so, the nature of that conflict.

7) **Reimbursement for Services:**

- As noted above, it is anticipated that the Project Management Vendor will collect and retain all booth fees, concession stand fees, and Arts Festival sponsorship fees as payment for services.
- The City of Brookhaven reserves the right to sell sponsorship of the following individual events:
 - 5K race
 - Pet areas and show
 - Car show
 - Stage and all stage entertainment
- The City of Brookhaven is willing to accept alternate financial proposals.

1.4 GENERAL PROPOSAL

- Experience managing large multi-day festivals.
- Minimum 3-5 years' experience in all aspects of event planning including outdoor event experience.
- Experience managing volunteer team.
- Experience managing event budgets.
- Excellent organization and project management skills.
- Energetic, innovative, creative self-starter.
- Problem solver and results oriented.
- Ability to work well under pressure of event deadlines.
- Ability to prioritize tasks in a fast-paced environment.

PART TWO – PROPOSAL CONTENTS

To aid in thorough and consistent review, the proposal shall be organized and numbered to correspond to Section I through Section V, with particular emphasis given to Section II:

- 2.1 SECTION I – Each proposal shall include a cover letter with the Proposer’s address, telephone number, e-mail address. The cover letter should be signed by the Proposer or an authorized representative of the Proposer.
- 2.2 SECTION II – Each proposer should include a summary of their proposed management plan.
- 2.3 SECTION III – The proposal should present Proposal that demonstrate the proposer’s ability to successfully accomplish the project, or show projects. (i.e. Power Point of Events)
- 2.4 SECTION IV – Each proposer shall provide three relevant references. Names, Addresses, Email address, phone number must be submitted.
- 2.5 SECTION V – Each proposer may, but is not required to, include additional references, resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support Proposal and experience.

PART THREE- EVALUATION PROPOSAL

The City’s staff will review all proposals submitted. After reviewing the Proposal, staff may, at its discretion, invite to interview (at proposer’s expense) one or more of the proposers whose Proposal appears to best meet the City’s requirements. Interview responses along with the written proposal and samples (if any), will become part of proposer’s submission to be evaluated pursuant to the evaluation criteria. The City reserves the right to short-list proposers for further consideration.

The following are the evaluation criteria the City will consider:

- 3.1 Experience 50%
- 3.2 References 25%
- 3.3 Type of Events 25%

The award will be made to the most responsive, responsible, experience and qualified consultant.

* * * * * END OF SPECIFICATIONS * * * * *

**PROPOSAL FORM CITY OF BROOKHAVEN
RFP 17-263 CHERRY BLOSSOM FESTIVAL**

The undersigned, as Proposer, hereby declares that this Proposal of Proposal is in all respects fair and submitted in good faith without collusion or fraud. Proposer represents and warrants to the City that: (i) except as may be disclosed in writing to the City with its Proposal, no officer, employee or agent of the City has any interest, either directly or indirectly, in the business of the Proposer, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of the City in connection with the submission of this Proposal or the City's evaluation or consideration thereof.

The Proposer further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the Contract Documents and has read all Addendum(s) furnished by the City prior to the opening of the Proposals, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Proposer agrees, if this Proposal is accepted, to negotiate in good faith with the City to enter into the Contract (properly completed in accordance with said Proposal Documents), and the Contract Documents for RFP 17-263 Cherry Blossom Festival, at the City of Brookhaven, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Proposer further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Proposer acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said contract, provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the contract (or such earlier time as may be stated elsewhere in these Proposal Documents), the Proposal award may be offered by the City to the next ranked Proposer, or the city may re-advertise for Proposals, and in either case the City shall have the right to recover from the Proposer the City's costs and damages including, without limitation, attorney's fees, to the same extent that the City could recover its costs and expenses from the Proposer under section 10 of the Instructions to Proposers if the Proposer withdrew or attempted to withdraw its Proposal.

The Proposer further agrees, if it fails to complete the work according to the Specification within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price otherwise payable to the Proposer.

The Proposer agrees to abide with the City of Brookhaven's Financial Management Policies and Purchasing Policy.

Acknowledgement is hereby made of the following Addendum(s) received since issuance of the Contract Documents (identified by number)

Addendum No.	Date	Addendum No.	Date	Addendum
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

It shall be the responsibility of each Proposer to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s). Failure to acknowledge an addendum above

shall not relieve the Proposer from its obligation to comply with the provisions of the addendum(s) not acknowledged above.

The City of Brookhaven requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for the City to declare bid non-responsive.

Termination for Cause: The City may terminate this agreement for cause upon ten days prior written notice to the Consultant of the Consultant's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the City's rights or remedies by law.

Termination for Convenience: The City may terminate this agreement for its convenience at any time upon 30 days written notice to the Consultant. In the event of the City's termination of this agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant, which shall itemize each element of performance.

Termination for fund appropriation: The City may unilaterally terminate this Agreement due to a lack of funding at any time by written notice to the Consultant. In the event of the City's termination of this Agreement for fund appropriation, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Service Provider which shall itemize each element of performance.

The contractor agrees to provide all work to complete the project described in this document for the amount

listed below. Legal Business Name _____

Federal Tax ID _____

Address _____

Does your company currently have a location within the City of Brookhaven? Yes ___ No ___

Representative Signature _____

Printed Name _____

Telephone Number _____

Email Address _____

INSTRUCTIONS TO PROPOSERS

1. INTENT

It is the intent of these Instructions to establish guidelines for the proper completion of the Proposal Forms. These Instructions to Proposers provide guidance and explanation for subsequent Proposal Forms and Contract Documents. Please read all Instruction paragraphs.

2. GENERAL

- 2.1 The City's goal is that all the terms and conditions stated in the Proposal Documents/Contract will constitute the terms of the final Contract between the City and the successful Proposer. Notwithstanding, the City will engage in good faith negotiation over the price and terms prior to awarding the contract. Professional Services contract will be executed upon award.
- 2.2 The Contract work shall not be divisible, and shall be awarded, if an award is made, to a single Proposer. The City will award only one contract for the services required under this Request for Proposal.
- 2.3 [Intentionally Omitted].
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the City's branding requirements. The City may in its sole discretion award any additional or similar services to any third party, or if the Contract is for the provision of services, the City may elect to perform all or a portion of the services by its own employees.
- 2.5 There shall be no reimbursements or travel expenses associated with this project regarding any category or term.
- 2.6 [Intentionally omitted].
- 2.7 The City will negotiate with the successful Proposer to provide services indicated in the Specifications throughout the duration of the Contract.

3. [Intentionally Omitted].

4. EXAMINATION OF PROPOSAL/CONTRACT DOCUMENTS

All prospective Proposers shall thoroughly examine and become familiar with the Proposal package and carefully note the items which must be submitted with the Proposal. (These Instructions to Proposers, the Request for Proposal, the Proposal Forms, the Contract, the General Conditions, and all attached Appendixes are referred to herein as the "Proposal Documents" or the "Contract Documents.") Submission of a Proposal shall constitute an acknowledgment that the Proposer has read and understands the Proposal Documents. The failure or neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligations under its Proposal or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDUM(S)-CHANGES WHILE PROPOSING

Other than during the Pre-Proposal Conference, the City shall not be required to provide to any Proposer verbal interpretations as to the meaning of any portion of the Proposal Documents. Requests for interpretation, clarification or correction of Proposal Documents, forms or other material in this Proposal Package should be made in writing and delivered to the City, Purchasing Office, 4362 Peachtree Rd., Brookhaven, Georgia 30319, or by e-mail to purchasing@brookhavenga.gov at least five (5) business days before the date and time announced for the Proposal opening. Any response by City to a request by a Proposer for clarification or correction will be made in the form of a written Addendum. All parties to whom the Proposal packages have been issued will be sent a notification

of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the City Purchasing Department's web site at <http://brookhavenga.gov/city-departments/purchasing/open-rfps>. It shall be the responsibility of each Proposer to visit the City Purchasing Department's website to determine if addendum(s) were issued and, if so, to obtain such addendum(s).

6. PROPOSAL GUARANTY

7. A Proposal Guaranty shall not be required for this contract.

8. DELIVERY OF PROPOSALS

- 8.1 All Proposals shall be submitted pursuant to the terms outlined in these Instructions to Proposers and the Request for Proposal. Any Proposals received after the time and date specified in the Request for Proposal for the opening of the Proposals will not be considered, but will be returned unopened.
- 8.2 Each Proposer's response to the Request for Proposal shall be at the sole cost and expense of the Proposer and such Proposer shall have no right or claim against the City for costs, damages, loss of profits, or to recover such costs, damages, or expenses in the event the City exercises its right to reject any or all Proposals or to cancel an award pursuant to a provision hereof for any reason.
- 8.3 Submission of a Proposal shall constitute authorization for the City and its representatives and agents to make such copies of the Proposal or portions thereof and to distribute such copies as may be necessary or desirable to carry out the City's objectives or requirements.

9. DISQUALIFICATION OF PROPOSERS

Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of its Proposal.

- 9.1.1 Submission of more than one Proposal for the same work, or participation in more than one Proposal for the same work as a partner or principal of the Proposer, by an individual, firm, partnership or corporation, under the same or different names, or by Proposers which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;
- 9.1.2 Evidence of collusion between or among proposers;
- 9.1.3 Evidence, in the opinion of the City, of Proposer(s) attempting to manipulate the Proposal pricing for its own benefit (e.g. pricing resulting in a failure of the City's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
- 9.1.4 Being in arrears on any of its existing contracts with the City or in litigation with the City or having defaulted on a previous contract with the City;
- 9.1.5 Poor, defective or otherwise unsatisfactory performance of work for the City or any other party on prior projects which, in the City's judgment and sole discretion, raises doubts as to Proposer's ability to properly perform the work; or
- 9.1.6 Any other cause which, in the City's judgment and sole discretion, is sufficient to justify disqualification of Proposer or the rejection of its Proposal.
- 9.1.7 Evidence of improper communication.

9.2 The City has adopted a policy which addresses, among other things, the obligations of the City's employees with respect to interest in business entities, unauthorized compensation and acceptance of gifts. Please be aware that any act by a Proposer that could cause a City employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the City for a period of time that is determined by the City Manager.

10. RESPONSIBILITY OF PROPOSERS

10.1 City reserves the right, to aid it in determining a Proposer's responsibility, to require a Proposer to submit additional evidence of Proposer's Proposal as the City may deem necessary, and may consider any evidence available to the City of the financial, technical, and other Proposal and abilities of a Proposer, including past performance (experience) with the City and others. The City shall be the final authority in the award of any and all Proposals.

10.2 For a Proposer to meet the minimum responsibility criteria for this Contract, the Proposer must provide verifiable evidence, through references or otherwise, that the Proposer is an individual, a firm, a corporation, or other entity that is currently employed or otherwise engaged in providing branding services and, taking into account the activities of a related predecessor, affiliate, or principal of Proposer, has been actively engaged in such activity for at least three (3) years immediately preceding the date of the Proposer's response to this request.

11. GUARANTY OF FAITHFUL PERFORMANCE

A Performance Bond shall not be required for this Contract.

12. POWER OF ATTORNEY AND COUNTERSIGNATURE

Not applicable.

13. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

14. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

15. NO RESPONSE

In the event a potential Proposer elects not to submit Proposal, such potential Proposer is nonetheless requested to respond by advising the City of the reason for not submitting Proposal.

16. PUBLIC RECORDS/PUBLIC MEETINGS

Please be aware that all meetings of the City's Council are duly noticed public meetings and all documents submitted to the City as a part of or in connection with a Proposal may constitute public records under Georgia law regardless of any person's claim that proprietary or trade secret information is contained therein. By submission to the City, Proposers waive any declaration that their entire response to be proprietary information. Proposals and all related correspondence are subject to the Georgia Open Records Act and may be provided to anyone properly requesting same, after contract award. The City cannot protect proprietary data submitted in vendor proposals unless provided for under the open records law. In the event, the proposer deems certain information to be exempt from the disclosure requirements, the proposal must specify what content is considered exempt and cite the applicable provision of the law to support that assessment. In the event such information is requested under the open records law, the

proposer's assessment will be examined by the City Attorney who will make a determination. The decision to withhold or release the information will be at the City's sole discretion.

* * * * * END OF INSTRUCTIONS TO PROPOSERS * * * * *