



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

January 3, 2019

Subject: RFP # 1604-P, MEISTER FOR HOT AIR BALLOON FESTIVAL

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified firms for a Balloon Meister for our Hot Air Balloon Festival, and with options for two additional years. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Ted Crumbley in writing via email to tcrumbley@fayettecountyga.gov or fax to (770) 719-5509. Questions will be accepted until close of business on Tuesday, January 22, 2019.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

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

Request for Proposals #1604-P
Reference: MEISTER FOR HOT AIR BALLOON FESTIVAL

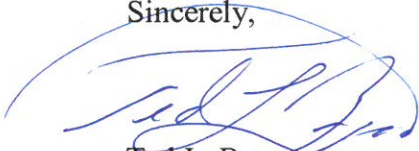
Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00pm, Tuesday, February 5, 2019 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,



Ted L. Burgess
Director of Purchasing

Attachment

Request for Proposals – 1604-P Meister for Hot Air Balloon Festival

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 accepted 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. **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 **1604-P** and
 - c. The RFP Name, which is **Meister for Hot Air Balloon Festival**

Mail or deliver one (1) original proposal, signed in ink by a company official authorized to make a legal and binding offer, and 3 copies to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214
Attention: Buyer & Contract Coordinator

Price schedules shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

4. **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.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically accepted to in your offer

6. **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.

7. **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).
8. **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.
9. **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.
10. **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 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.

11. **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.
12. **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.
13. **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.
14. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through completion of the Balloon Festival and related work and activities, as described in the contract documents. Thereafter, this agreement may be renewed by the county for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a)
15. **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.
16. **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.
17. **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

18. **Assignment of Contract:** Assignment of any contract resulting from this invitation to bid will not be authorized, except with express written authorization from the county.
19. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **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 is executed with the successful offeror, the successful offeror 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. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

20. **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.
21. **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.
22. **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.
23. **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**

(Please return this checklist and the documents listed below with your submittal)

RFP # 1604-P: MEISTER FOR HOT AIR BALLOON FESTIVAL

Company Information form _____

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

Pricing sheet _____

Exceptions, if any _____

References form _____

Addenda, 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
RFP# 1604-P MEISTER FOR HOT AIR BALLOON
FESTIVAL

Name of Project
FAYETTE COUNTY GEORIGA

Name of Public Employer

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

Executed on _____, _____, 2019 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 _____, 2019

NOTARY PUBLIC

My Commission Expires:

MEISTER FOR 2018 HOT AIR BALLOON FESTIVAL

INTRODUCTION:

Fayette County, Georgia seeks a qualified Balloon Meister for a two day Hot Air Balloon Festival to be held at Whitewater High School/Sara Harp Minter Elementary School, Ga. Hwy. 85 South in Fayetteville, GA 30214 on Friday, June 7, 2019 from 5:00pm – 11:00pm, and Saturday, June 8, 2019 from 5:00pm – 11:00pm. This will be a tethered-balloon event only. There will be no balloon race or un-tethered rides. **There will not be a rain make-up date.**

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.

The county seeks an annual contract for the Balloon Meister with options to renew the contract for two additional years with the agreement of both parties.

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 two 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/colors. The balloons should not all be the same (e.g. all blue, all red, etc.). 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, all other balloons must have the ability to host tethered rides.
5. The successful Balloon Meister shall present a field layout for the Balloon Set Up, including the safety barrier needed around the balloons, que lines, and entrance areas for balloon rides with their submitted proposal.
6. Meister will be responsible for registering balloon pilots. Pilots shall all be licensed, have insurance, 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 providing balloon signage for balloon portion of the event, the county will provide the event directional signs.

9. Any signage requirements needed from the county by the Meister shall be submitted in proposal and received by county no later than 3 months prior to event.
10. Meister shall provide the county a list of which pilots/balloons will be at the event by 5:00 p.m. Friday May 24, 2019.
11. Meister will be responsible for making sure all pilots and balloons are on the festival site at 3:00 p.m. for both days.
12. Meister is responsible for providing each balloon with the needed number of volunteers, to include but not limited to balloon setup, que line setup, and ride assistance.
13. Meister shall communicate the total number of volunteers needed by the county to help with operation of the rides.
14. 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 location between the Meister and the County at least on month prior to the event. Que lines must be set up by 3:00 p.m. the day of the event.
15. County will provide vehicles for tethered balloon lines.
16. Meister will be responsible for making sure balloons are inflated, and giving tethered rides by 5:00 p.m. (weather dependent) each day.
17. Meister will be responsible for beginning the balloon glow at 10:00 p. m. on both Friday and Saturday in the front portion of the event area (weather dependent).
18. The Meister will coordinate continuing rides, and family photo basket, in the back portion of the event area until the event ends at 11:00 p.m. (weather dependent) both days.
19. Meister is responsible for coordinating pilot's propane usage throughout the event.
20. Meister is responsible for providing insurance for the event, as stipulated in the Terms and Conditions section of this RFP, naming Fayette County Georgia as an additional insured by April 26, 2019.
21. Meister is responsible for ensuring all pilots are following FAA requirements.
22. Meister is responsible for ensuring all pilots are following all standard safety procedures.
23. Meister is responsible for conducting all hot air balloon briefings.
24. Meister is responsible for communicating the number of pre-sale online tickets available at various time frames and communicating the process of redeeming pre-sale online tickets for each day of the event.
25. Meister is responsible for selling day-of-tickets beginning at 5:00 p.m. on both Friday and Saturday.
26. All pre-sale and day-of tickets sales will be for various time frames. Pre-Sale Ticket pricing shall be set at \$13 per rider for anyone 12 and above; and \$10 per rider for anyone 11 and under. Day-Of Ticket pricing shall be set at \$15 per rider for anyone 12 and above; and \$12 per rider for anyone 11 and under.
27. There shall be a 50% split between the balloon Meister and County for all ticket sales. Any local, state, or federal government taxes accrued shall be paid by the balloon Meister and County in accordance with the split sales.
28. Meister shall present a reconciliation sheet for each day showing; the number of rides given (Adult and Child) per balloon, amount of resources used per balloon, pilot

- compensation per balloon, total cash collected, compensation per balloon for adult and child rides, and amount paid out to County and Meister.
29. Meister will be able to utilize one utility cart or ATV at the event site.
 30. Meister shall invoice the County at least one month prior to the event for any balloon pilot's show up fees.
 31. 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 Fayette County. Meister shall also communicate the total number of copies needed.
 32. 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 each day, 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, and process shall not begin until County Representative is in place and present.
 33. Meister shall act as liaison between balloonist and Fayette County throughout the Event.
 34. Meister shall request hotel facility needs with Fayette County 3 months prior to the event.
 35. Meister will assist Fayette County in acquiring all required government documents and permits for event.
 36. Meister shall have a pre-event meeting with the County 3 months prior to the event.
 37. Meister shall communicate/coordinate marketing material regarding balloon inflation info, weather restraints, etc.
 38. Meister is responsible for paying their own state and federal taxes based on event revenues.

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 #1604-P, Meister for 2018 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 {form provided}
 - Contractor Affidavit under O.C.G.A. D § 13-10-91 (b)(1) {form provided}
 - References: Minimum of three {form provided}
 - Noted exceptions {form provided}
 - Any addenda that may be issued, signed by your company.

4. **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 the Whitewater High School/Sara Harp Minter Elementary School is attached to assist with the sketch.

Identify any significant challenges that you will face and how you will address them.

5. **Company Background and Experience:** Provide a brief narrative explaining your company's experience and role from previous events. State the number of years you have provided balloon Meister services. Describe any specialization or unique capabilities of your firm. This may include technical innovation, cost effectiveness, community outreach, or other capabilities in which you excel.
6. **Project Team:** Identify team members who would be assigned to this project. Include a resume for each key team member. Identify the main contact person for the county. Describe each key team member's experience with comparable projects and the role of each in the upcoming balloon festival.

If you would use any subcontractors or other partners in delivery of these services, identify them and explain their roles.

7. **Proposed Schedule:** Include a proposed schedule for completion of significant events or products necessary for a successful event, such as:
- a) Provide a field layout for the balloon setup.
 - b) Communicate the number of volunteers needed
 - c) Acquire permits or other government documents as applicable
 - d) Hold a pre-event meeting
 - e) Provide a list of pilots / balloons scheduled for the event.
8. **Price Proposal:** In a sealed envelope, show your price proposal that contains, in a clear format and in detail, the components of your proposed price. Include all fees, charges, or other expenses. Also include a proposal of additional or separate costs if there is a one-day postponement due to rain.

EVALUATION PLAN: 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.

Technical Merit

The points earned for technical merit will comprise 70% of your evaluation score. Criteria for technical merit are, in priority order, as follows:

| | Max Points |
|--|------------|
| 1. Project understanding and the proposed solution | 40 |
| 2. Company’s background and experience | 25 |
| 3. Project team | 25 |
| 4. Proposed schedule | 10 |

Pricing

The remaining 30% of your score will be determined by your proposal prices, as compared to the other responding entities. Proposed prices will be assigned points earned through use of a “variance” weighting method. The lowest offered price will earn the maximum number of points for the pricing portion of the score. Other proposals price score will be calculated based on the variance of their prices from lowest offered price.

Presentations

Depending on the number of proposals received and the range of scores, Fayette County may identify a “short list” of companies. The county may invite the top-scoring company, or the short-listed companies if applicable, to make presentations. The purpose of the presentations would be to help distinguish differences between the highest-rated proposals by meeting the project teams), hearing their approach, and allowing the Evaluation Committee to ask questions. In the event interviews are conducted, each interviewed firm will be scored up to 30 points. Those points will be added to the technical merit score and also weighted 70% to determine the final rankings.



Layout 1

Stage

Challenge Zone

Vendors

Vendors

Command Post

Kids Zone

Balloon

WT Balloon

Balloon

Balloon

Sara Harp Winter Elementary

Google

Artist Church

Wilcat Way

Wilcat Way

85



Layout 2

Stage

Challenge Zone

Vendors

Vendors

Kids Zone

Command Post

WT Balloon

Balloon

Balloon

Balloon

Balloon

Balloon

Balloon

Balloon

Balloon

Baptist Church

Wildcat Way

Wildcat Way

95

Sara Harp Winter Elementary

Google

RFP # 1604-P MEISTER FOR HOT AIR BALLOON FESTIVAL

EXCEPTIONS TO SPECIFICATIONS

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

COMPANY NAME: _____

REFERENCES

RFQ #1604-P: MEISTER FOR HOT AIR BALLOON FESTIVAL

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

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME _____

RFP # 1604-P MEISTER FOR HOT AIR BALLOON FESTIVAL

COMPANY INFORMATION

COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____