City of South Fulton, Georgia

Department

REQUEST FOR Proposals

FOR

RFP NUMBER: 27-04

Event Management, Talent Procurement, Concert Production, And Promotional Services For Wolf Creek Amphitheater

ISSUED: Tuesday, October 27, 2026

Proposals must be received electronically through BidNet Direct by the date and time established in the final Schedule of Events. The official time recorded by BidNet Direct shall control. Late Proposals shall not be accepted.

City of South Fulton Procurement Department
4715 Frederick Dr. SW
South Fulton, GA 30336

	The City of South Fulton, Georgia, Procurement Department **4715 Frederick Drive SW, South Fulton, GA 30336** **Phone: 470-809-7700** **Website:** Procurement Department | South Fulton, GA

REQUEST FOR PROPOSALS RFP # 27-04

Event Management, Talent Procurement, Concert Production, And Promotional Services

For Wolf Creek Amphitheater

PROCUREMENT EVENT	**DATE & TIME**
Proposal Release Date:	**October 27, 2026**
Pre-Proposal Site Visit: A Non-Mandatory Pre-Proposal site visit and walk-through will be held at Wolf Creek Amphitheater, located at **3025 Merk Rd SW, South Fulton, GA 30349.**	**November 13, 2026** **11:00 A.M.** **Eastern Time**
Deadline for questions: Questions must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	**November 20, 2026** **3:00 P.M.** **Eastern Time**
Responses to questions will be issued by written Addendum at: https://www.bidnetdirect.com/georgia/cityofsouthfulton	**December 2, 2026**
All responses to this RFP must be submitted online at: https://www.bidnetdirect.com/georgia/cityofsouthfulton. Proposers are required to submit responses to solicitations electronically. If you need any assistance registering or using the platform, please call BidNet Direct's Support Team at 800-835-4603 ext. 2 for assistance. To attend the Proposal Opening, please refer to Information and Instructions to Proposers for details.	**December 15, 2026** **2:00 P.M.** **Eastern Time**
Interview Process:	**As Determined by City.**

THIS QUALIFICATIONS SOLICITATION FORM
MUST BE SIGNED AND SUBMITTED WITH STATEMENT OF QUALIFICATIONS

COMPANY NAME:	**DATE:**
MAILING ADDRESS:	**PHONE:**
CITY:	**FAX:**
STATE: ZIP:	
EMAIL:	**TITLE OF AUTHORIZED REPRESENTATIVE:**
PRINTED NAME:	**AUTHORIZED SIGNATURE:**

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RFP# 27-04

EVENT MANAGEMENT, TALENT PROCUREMENT, CONCERT PRODUCTION, AND PROMOTIONAL SERVICES FOR WOLF CREEK AMPHITHEATER

INTRODUCTION

The City of South Fulton seeks proposals from qualified event management and promotional firms to manage talent procurement, marketing, concert production, technical production, and concert execution for the annual concert season at Wolf Creek Amphitheater.

Wolf Creek Amphitheater is an open-air venue with a seating capacity of up to 5,400. The anticipated concert season runs from April through October. The selected Proposer must secure, market, produce, and execute at least twelve City-approved live concerts/festivals and/or live entertainment/community events during each Contract Season.

INFORMATION AND INSTRUCTIONS

1 **Request for Proposals:** The City of South Fulton, Georgia, through its Procurement Department, is issuing this Request for Proposals to solicit electronic Proposals from qualified and experienced event management and promotional firms to provide talent procurement, marketing, concert production, technical production, and event execution services for Wolf Creek Amphitheater in accordance with the Scope of Services and all requirements of this RFP.

2 **Solicitation Authority:** This Solicitation is issued pursuant to the City Code of Ordinances, applicable procurement policies and procedures, and all applicable federal, state, and local laws, ordinances, rules, and regulations. By submitting a Proposal, the Proposer acknowledges its responsibility to comply with all applicable requirements.

2.1 **Protests:** Any protest concerning this Solicitation shall be governed by the City's applicable procurement ordinance, policies, and procedures. Failure to comply with applicable protest requirements, including filing deadlines and required content, shall constitute a waiver of the right to protest.

PROPOSAL CONTENT AND REQUIREMENT SUBMISSION

3 The Proposal shall demonstrate the Proposer's understanding of the City's objectives, the requirements of this RFP, and the Proposer's qualifications and ability to deliver the complete Wolf Creek Amphitheater concert program.

3.1 Technical Proposal shall include at a minimum the following:

3.1.1 Executive Summary: Summarize the Proposer's qualifications, proposed operating model, competitive advantages, and commitment to delivering at least seven City-approved concerts during the Contract Season

3.1.2 Provide three comparable events or series completed within the preceding two years. For each, provide venue capacity, paid attendance, capacity utilization, promotional budget, marketing channels, verified conversion data, and client reference.

3.1.3 Describe artist sourcing, offer development, contracting, approval controls, deposit management, lineup contingency planning, rider negotiation, and the historical timeline from contract execution through opening concert.

3.1.4 Describe paid and organic digital media, traditional media, out-of-home advertising, statewide outreach, influencer and ambassador networks, database utilization, conversion tracking, and reporting.

3.1.5 Provide the proposed AV inventory, rigging compliance, sound mitigation, power distribution, rider management, event-day staffing, load-in and load-out schedule, site operations, and emergency coordination approach.

3.1.6 Identify the Project Executive, Talent Buyer, Marketing Lead, Production Manager, Ticketing Coordinator, and Event-Day Lead. Provide resumes, role descriptions, availability, organizational chart, and all proposed Subcontractors.

3.1.7 Provide a master schedule showing artist approvals, binding commitments, public announcements, ticket on-sale dates, marketing launches, production advances, event dates, and settlement deadlines.

3.1.8 Submit all required forms, certifications, licenses, Addendum acknowledgments, and a complete schedule of exceptions to the RFP and draft Contract.

3.1.9 Equivalent Experience: Proposers shall demonstrate experience providing professional program management services substantially similar in scope, size, complexity, and nature to those required under this RFP.

Relevant experience may include public amphitheaters, arenas, festivals, performing arts venues, municipal entertainment facilities, touring productions, artist negotiations, ticketed concert series, or other large-scale live entertainment operations.

Proposers shall clearly identify the relevance of each referenced project or program to the Services required under this RFP.

3.2 Price Proposal:

Submit the City-required financial schedule identifying all fees, commissions, markups, reimbursable costs, assumptions, revenue share, projected event settlements, and projected season settlements.

3.3 Separation of Technical and Price Proposal

The Technical Proposal shall not contain any pricing information. Any pricing found within the Technical Proposal shall result in disqualification.

File Labeled Requirements:

- Technical Proposal – [Firm Name]
- Price Proposal - [Firm Name]

All Proposals must be submitted electronically through BidNet by the deadline indicated.

4 Minimum Qualifications/Mandatory Requirements: The following requirements are mandatory and shall be evaluated on a pass or fail basis. Failure to satisfy a mandatory requirement shall render the Proposal nonresponsive.

4.1 The Proposer must be legally authorized to transact business in Georgia and shall provide evidence of its active registration or a valid Certificate of Authority to transact business in Georgia. This requirement also applies to each joint venture member and to any Subcontractor or Subconsultant. The City will verify the Proposer's registration status and require updated evidence of registration or authority prior to award or contract execution.

4.2 The Proposer must have at least five years of directly relevant experience providing event management, talent procurement, concert production, or promotional services for large-scale live entertainment events.

4.3 The Proposer must demonstrate successful performance on at least three live entertainment events or concert series within the preceding five years at venues with a sellable capacity of at least 5,000.

4.4 The Proposer must identify key personnel with directly relevant experience in talent buying, event marketing, production management, ticketing coordination, and event-day operations.

4.5 The Proposer must demonstrate the ability to secure, produce, market, and execute a minimum of seven City-approved concerts during the Contract Season.

4.6 The Proposer must demonstrate sufficient staffing, financial capacity, quality controls, and organizational resources to perform the Services.

4.7 **Debarment and Suspension Certification:** The Proposer affirms that neither it nor any of its principals is currently debarred, suspended, proposed for debarment, or declared ineligible for contracts by any federal or state agency.

4.8 The Proposer must disclose all actual, potential, and apparent organizational conflicts of interest.

4.9 The successful Proposer shall satisfy all insurance requirements specified in the RFP and contract documents prior to contract execution. Failure to provide the required insurance documentation within the timeframe specified by the City may result in the City determining that the Proposer is not eligible to proceed to contract execution.

4.10 **Iran Divestment Certification:** The Proposer certifies that they are not included on the Iran Divestment List created under O.C.G.A. § 50-5-85.1 and do not participate in investment activities in Iran's energy sector.

4.11 **Certification Regarding Boycotts of Israel:** To the extent required by O.C.G.A. § 50-5-85, Proposer shall certify that it is not currently engaged in and agrees for the duration of the Contract not to engage in, a boycott of Israel. This certification shall apply only when required by applicable law based on the Contract value, the Proposer's status as a company, and the nature of the goods or services being procured.

5 **Business License:** The Proposer shall submit a copy of its current and valid business license, applicable professional licenses, certifications, and permits required to perform the services described in this RFP.

If the Proposer is a Georgia corporation, it shall submit a current and valid local business license, as applicable. If the Proposer is a joint venture, each member shall provide the applicable business license. Non-Georgia corporations shall submit evidence of authority to transact business in Georgia, together with a copy of their current and valid business license from their home jurisdiction, as applicable.

6 **No Offer by City:** This Solicitation is a Request for Proposals only and does not constitute an offer by the City. Submission of a Proposal does not create an obligation on the part of the City to enter into a contract with any Proposer.

The City reserves the right to accept or reject any or all Proposals, waive minor informalities, request clarification, conduct presentations or interviews, establish a competitive range, conduct discussions, request revised or best and final offers, and negotiate with one or more Proposers, as permitted by applicable law and City policy.

7 **Order of Precedence:** In the event of any conflict, ambiguity, or inconsistency among the Solicitation documents, Proposer's Proposal, or resulting Contract documents, the following order of precedence shall apply, highest to lowest, unless the City expressly states otherwise in writing:

7.1 Any addenda issued by the City.

7.2 This RFP and all Attachments, Appendices, and Exhibits.

7.3 Written clarifications issued or accepted by the City.

7.4 The Proposer’s Proposal, but only to the extent accepted by the City and not inconsistent with higher-ranking documents.

7.5 Any other Proposer-supplied document, except that no Proposer term, condition, limitation, assumption, exception, invoice term, online term, or unsigned attachment shall bind the City unless expressly accepted by the City in writing.

8 **Contract Structure**: The City intends to award one performance-based service agreement to the responsible and responsive Proposer whose Proposal represents the best overall value to the City, subject to successful negotiation, funding availability, required approvals, and contract execution.

8.1 Services shall be authorized only through a written Notice to Proceed executed by an authorized City representative. The Consultant shall not perform, and the City shall not pay for services performed before written authorization

8.2 The initial term is anticipated to cover one (1) year, with up to four optional one-season renewals at the City's sole discretion, subject to satisfactory performance, continued need, funding availability, and required approvals

8.3 Compensation may include approved fixed fees, documented and preapproved reimbursable costs, and a negotiated revenue-sharing structure. No expense, fee, markup, commission, or revenue deduction shall be payable unless expressly stated in the executed Contract.

9 **Interpretation and Ambiguities:** If an ambiguity remains after applying the Order of Precedence established herein, the ambiguity shall be resolved in accordance with applicable Georgia law and the City's procurement authority.

10 **Addenda Control:** Only a written Addendum issued by the City shall modify this Request for Proposal. The Proposer is responsible for monitoring the City's designated solicitation platform and acknowledging receipt of all Addenda issued by the City. All requirements contained in Addenda shall be incorporated into the Proposer's Proposal.

11 **Electronic Signature and Electronic Notices:** Electronic signatures and electronic notices shall have the same legal effect as wet signatures and hard-copy notices, consistent with applicable State and Federal law. The Proposer is responsible for monitoring the designated solicitation platform and email address provided in its Proposal for communications, notices, clarifications, and other information issued by the City.

12 **Proposals Submission Deadline:** Proposals shall be accepted only through the City's designated electronic procurement platform until **Tuesday, December 15, 2026, by 2:00 P.M. Eastern Time (ET):** https://www.bidnetdirect.com/georgia/cityofsouthfulton

Proposals received after the stated deadline shall not be accepted.

13 **Statement of Qualifications Modification and Withdrawal:** A Proposer may modify or withdraw its Statement of Qualifications before the Statement of Qualifications Submission Deadline only through BidNet. After the Submission Deadline, Proposals shall remain firm for ninety (90) calendar days and may not be withdrawn during that period.

Any unauthorized withdrawal or modification after the Submission Deadline shall result in disqualification and may affect the Proposer's eligibility for future City solicitations, to the extent permitted by applicable law and City policy.

14 **Non-Mandatory Pre-Proposal Conference and Venue Walkthrough:** The City anticipates conducting a non-Mandatory Pre-Proposal Conference and venue walkthrough scheduled for **Friday, November 13, 2026, at 11:00 A.M**., and will be hosted in person by City staff and responsible personnel. The Site Visit will take place at **Wolf Creek Amphitheater**, located at: **3025 Merk Rd SW, South Fulton, GA 30349**.

15 **Attendance at the Pre-Proposal Conference is Non-Mandatory.** Attendance is encouraged so prospective Proposers may understand venue conditions and operational interfaces. Failure to attend does not relieve a Proposer of responsibility for understanding and satisfying all requirements of this RFP

16 **Solicitation Questions:** All questions and communications regarding this RFP shall be submitted in writing by logging into https://www.bidnetdirect.com/georgia/cityofsouthfulton on or before **Friday, November 20, 2026, by 3:00 P.M. E.T**.. Responses shall be issued only by written Addendum. No Proposer shall rely on any oral response concerning this RFP.

17 **Exclusive Means of Clarification and Modification:** This Solicitation may be modified only by a written Addendum issued by the City. No interpretation, clarification, explanation, oral statement, site discussion, conference statement, or other communication from any person shall modify or change the requirements of this Solicitation unless expressly incorporated into a written Addendum.

Proposers shall rely solely upon the Solicitation documents and written Addenda issued by the City and shall not rely upon any oral representation or unofficial communication.

18 **Procurement Integrity and No Contact:** From issuance of this RFP through final award by the City, the Proposer and its representatives shall not communicate regarding this Solicitation with any City elected official, employee, evaluator, or agent other than the Procurement Department contact identified in this RFP, unless otherwise authorized by the City in writing.

Any attempt to improperly influence the procurement process may result in disqualification, at the City's discretion, and may result in other action permitted under applicable City policy or law. The Proposer shall report any unauthorized contact concerning this Solicitation to the Procurement Department.

19 Organizational Conflicts of Interest:

19.1 Each Proposer shall disclose every actual, potential, or apparent conflict of interest involving the Proposer, its affiliates, proposed Subconsultants, key personnel, existing clients, or other business relationships that may affect impartial performance.

19.2 A conflict may arise when a Proposer or related entity has:

19.2.1 Assisted in preparing the scope, specifications, budget, evaluation criteria, or other requirements for this RFP;

19.2.2 Obtained access to material nonpublic information that may provide an unfair competitive advantage;

19.2.3 A financial or business relationship with a contractor, designer, consultant, utility, developer, or other entity whose work may be reviewed, evaluated, approved, or administered under the resulting contract; or

19.2.4 An interest that may impair the Proposer's objectivity or independent professional judgment.

19.3 The City may require mitigation, restrict particular personnel or assignments, prohibit participation in related procurements, reject a Proposal, terminate negotiations, or terminate the contract when a conflict cannot be adequately mitigated.

19.4 Failure to disclose a known conflict constitutes a material misrepresentation and shall result in disqualification, contract termination, suspension, or other remedies available to the City.

20 Ownership of Proposal: Each Proposal submitted to the City shall become the property of the City without compensation to the Proposer and may be used by the City in accordance with applicable law. The City shall not be responsible for any costs incurred by a Proposer in preparing or submitting a Proposal or participating in any subsequent presentation or interview.

21 **Georgia Open Records Act and Confidential Submittals:** All information and materials submitted to the City in response to this RFP are subject to disclosure in accordance with the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. If a Proposer contends that any portion of its Proposal contains trade secrets or other information exempt from disclosure under applicable law, the Proposer must, at the time of Proposal submission, clearly identify and mark each page or portion claimed to be confidential and submit an affidavit affirmatively declaring that the specifically identified information constitutes trade secrets pursuant to O.C.G.A. § 10-1-760 et seq., as required by O.C.G.A. § 50-18-72(a)(34).

The City will determine the confidentiality of submitted information in accordance with applicable law and makes no guarantee that information identified as confidential will be exempt from disclosure. The City will comply with all applicable requirements of the Georgia Open Records Act.

22 **Confidentiality and Data Security:** The Proposer shall protect City information using reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the information. The Proposer shall use City information only to perform authorized Services and shall not disclose it except as authorized by the City or required by law.

22.1 The Proposer shall notify the City immediately, and no later than twenty-four hours after discovery, of any actual or suspected unauthorized access, loss, use, disclosure, or compromise of City information. The Proposer shall cooperate with the City's investigation, mitigation, notification, recovery, and corrective action requirements.

22.2 City information remains the property of the City. Upon request, completion, or termination, the selected Proposer shall return or securely destroy City information, subject to applicable retention requirements.

23 **Records Retention:** The Proposer must maintain all records, books, and documents pertinent to this Solicitation and any resulting Contract for at least five (5) years after completing the Services and must make them available for inspection upon reasonable request by the City or its auditors.

Records shall be made available upon reasonable request to:

Procurement Department,
4715 Frederick Drive SW,
South Fulton, GA 30336.

24 **Cost-Plus Prohibition:** Cost-plus-a-percentage-of-cost pricing is prohibited and shall be deemed non-responsive.

25 **Non-Discrimination:** The Proposer agrees not to discriminate against any person based on race, color, religion, national origin, sex, age, disability, veteran status, sexual orientation, or gender identity in performing this Agreement.

26 **Insurance Requirements:** The insurance requirements applicable to any Contract resulting from this RFP are set forth in Appendix B – Insurance Requirements. The Proposer shall provide evidence of existing insurance coverage as required by this RFP. For purposes of this section, "Proposer" includes an individual, corporation, partnership, joint venture, or other legal entity submitting a Proposal in response to this Solicitation, including each joint venture member where applicable.

27 **Responsibility for Subconsultants:** The selected Prosper shall remain fully responsible for the acts, omissions, performance, compliance, insurance, safety, and conduct of all Subconsultants engaged in performing the Services.

No Subconsultant arrangement shall relieve the selected Proposer of any obligation, responsibility, or liability under this RFP or any resulting Contract. The selected Proposer shall be responsible for ensuring that all Subconsultants comply with applicable laws, regulations, Contract requirements, and City policies.

28 Examination of RFP Documents

28.1 Each Proposer is responsible for carefully reviewing this RFP, all attachments, exhibits, and Addenda, and for becoming familiar with all requirements and conditions applicable to the Services. Failure to do so shall be at the Proposer's sole risk.

28.2 Proposers shall promptly notify the City in writing of any discrepancy, error, ambiguity, omission, or request for clarification concerning the RFP. The City's official response shall be issued through a written Addendum when applicable. No oral response or unofficial communication shall be binding upon the City.

28.3 The City may issue Addenda at any time prior to the submission deadline to clarify, revise, add, delete, or otherwise modify the RFP. Proposers are responsible for reviewing and acknowledging all Addenda as required by the City.

28.4 The City reserves the right to waive minor informalities or technicalities that do not materially affect the evaluation or competition.

28.5 A Proposal shall be deemed non-responsive, and a Proposer shall be disqualified where permitted by law, for reasons including, but not limited to:

- Failure to submit the Proposal by the stated deadline;
- Failure to submit required forms, certifications, acknowledgments, or other material information;
- Failure to acknowledge Addenda as required;
- Failure to satisfy mandatory minimum qualifications;
- Submission of materially false, misleading, incomplete, or inconsistent information; or
- Any material deviation, qualification, condition, or exception that is inconsistent with the requirements of this RFP or otherwise not in the best interest of the City.

29 **Award and Execution of Contract:** The City will evaluate responsive Proposals under the published evaluation criteria. The City may request clarification, verify references and past performance, conduct presentations or interviews, establish a competitive range, conduct discussions, and request revised or best-and-final offers. The City may award without discussion.

29.1 If presentations or interviews are conducted, Procurement will provide the same core instructions, time limits, and evaluation criteria to each participating Proposer. Only Procurement may issue evaluation or negotiation communications.

29.2 Financial Proposal: Each Proposer shall submit a separate Financial Proposal using the City's required format. The Financial Proposal shall identify all fixed fees, commissions, markups, reimbursable cost categories, revenue-sharing assumptions, and projected City returns.

29.3 The City may request a best and final offer. A revised offer may not materially alter the advertised scope or provide an unfair competitive advantage.

29.4 If the City determines that a fair and reasonable agreement cannot be reached, the City may terminate negotiations and proceed with another Proposer or cancel the solicitation, as permitted by law and City policy.

29.5 The City will issue any Notice of Intent to Award through the official procurement platform. The notice is not a contract, Notice to Proceed, or authorization to incur cost.

29.6 No contract exists until a written agreement is approved and executed by all authorized City representatives and the selected Proposer.

29.7 The selected Proposer shall promptly provide all post-award documents required for contract execution, including insurance, licenses, registrations, certifications, and final negotiated schedules.

29.8 Failure to execute the agreement or provide required post-award documents within the City-established period may result in withdrawal of the intended award and pursuit of another lawful procurement remedy.

30 Illegal Immigration Reform and Enforcement Act: This RFP is subject to the requirements of the Illegal Immigration Reform and Enforcement Act of 2011, O.C.G.A. § 13-10-91, formerly known as the Georgia Security and Immigration Compliance Act.

Each Proposer shall comply with all applicable requirements of the Act and shall provide the required Contractor Affidavit and Subcontractor Affidavits, as applicable, in accordance with the requirements of this RFP and Appendix A – Required Form Submittals.

The Contractor Affidavit shall be completed and submitted by the Proposer at the time of Proposal submission. If the Proposer intends to use Subconsultants or Subcontractors, the applicable affidavits shall also be submitted as required by law and this RFP. If no Subconsultants or Subcontractors are proposed at the time of submission, the Proposer shall indicate that no Subconsultant or Subcontractor affidavit is applicable. Any required affidavit shall be provided before the applicable Subconsultant or Subcontractor begins work.

If the Proposer is required to obtain a Federal Employer Identification Number (EIN), the Proposer shall complete the Contractor Affidavit on its own behalf and provide its Federal Work Authorization User Identification Number.

If the Proposer is not required to obtain an EIN, each entity comprising the Proposer's business structure shall submit a separate Contractor Affidavit, as required by applicable law.

Each Proposer is solely responsible for determining and complying with all requirements applicable to its participation in this RFP and any resulting Contract.
For additional information regarding the E-Verify Program, Proposers may visit the U.S. Department of Homeland Security's E-Verify website.

31 **Tax Exemption Status:** The City is exempt from Federal Excise Tax and Georgia Sales and Use Tax with respect to purchases made directly by the City of South Fulton. Appropriate exemption certificates will be furnished upon request.

32 **Codes, Permits, Fees, Licenses, and Laws:** The selected Proposer shall be responsible for obtaining and maintaining all licenses, certifications, permits, registrations, and professional credentials required to perform the Services. The Proposer shall comply with all applicable federal, state, and local laws, ordinances, regulations, codes, and professional standards applicable to the Services.

33 **Payment Terms:** Payment terms for the resulting Contract shall be in accordance with the City's standard payment requirements and the executed Contract. Payment shall be made upon receipt and approval of properly submitted, undisputed invoices in accordance with the Contract.

34 **Electronic Signature and Communication:** All official communications pertaining to this Solicitation and any resulting Contract, including Addenda, notices, contract documents, amendments, and other official correspondence, may be transmitted electronically by the City.

35 **Reservation of City Rights:** The City reserves the right to reject any or all Proposals, waive minor informalities or irregularities, request clarification or additional information, conduct presentations or interviews, negotiate with the highest-ranked Proposer, and cancel or modify this Solicitation at any time, to the extent permitted by applicable law and City policy.

The City may consider information provided during presentations, interviews, or subsequent discussions in determining the final selection.

36 Electronic Signature and Communication: All official communications pertaining to this Solicitation and any resulting Contract, including Addenda, notices, contract documents, amendments, and other official correspondence, may be transmitted electronically by the City.

37 The City will not negotiate, modify, or amend the Terms and Conditions after the closing date of this solicitation. Proposers wishing to request negotiation of, or propose exceptions to, any Terms or Conditions of this RFP must do so prior to the solicitation closing date. All such requests or exceptions must be submitted in writing through the City's e-procurement portal at: https://www.bidnetdirect.com/georgia/cityofsouthfulton

All requests must be received by the deadline established in the Schedule of Events. Failure to submit requested changes by the deadline shall constitute acceptance of all Terms and Conditions as written.

1. INTENT TO AWARD

The City intends to award one contract to the responsible and responsive Proposer whose Proposal provides the best overall value under the published evaluation criteria. The City may conduct clarifications, presentations, discussions, negotiations, and best-and-final offers, as permitted by applicable law and City policy.

1.1. **Responsibility:** The City will determine whether each Proposer possesses the experience, financial capacity, personnel, technical capability, industry relationships, safety record, and organizational resources necessary to perform the complete Services.

1.2. **Responsiveness:** The City will determine whether each Proposal is complete and materially complies with the RFP. A Proposal may be rejected for material omissions, unauthorized conditions, failure to provide required forms, or failure to follow submission instructions.

1.3. Only Proposals determined to be responsive will be evaluated in accordance with the published evaluation criteria, unless otherwise permitted by applicable law and City policy.

2. **Contract Term:** The anticipated initial term covers one (1) year, with up to four (4) optional one (1) year renewals exercisable solely by the City. No renewal is automatic, and each renewal is subject to satisfactory performance, continued need, funding availability, and required approvals. Renewal is solely within the City's discretion. No automatic renewal or evergreen provision shall bind the City.

3 **Cooperative Procurement Use:** The City may, at its sole discretion and to the extent permitted by applicable law, authorize other governmental entities, public agencies,

authorities, and eligible cooperative purchasing participants ("Participating Entities") to utilize any contract resulting from this Solicitation under the same terms, conditions, scope, and pricing structure.

3.1 Participation by any Participating Entity is strictly voluntary and shall not:

3.1.1 Modify or amend the terms of the contract.

3.1.2 Increase or expand the scope of services or obligations of the Contractor beyond those expressly stated in the contract; or

3.1.3 Create any contractual relationship, obligation, or duty between the City and any participating Entity.

3.2 The City shall have no liability, obligation, or responsibility of any kind for any procurement, order, payment, performance, non-performance, or dispute arising out of or related to a Participating Entity's use of the contract. As a condition precedent to any use of the contract by a Participating Entity, the Contractor shall enter into a separate written agreement or accept a separate purchase order issued directly by the Participating Entity.

3.3 Such agreement or purchase order must expressly acknowledge that:

3.3.1 The City is not a party thereto; and

3.3.2 The City bears no liability or responsibility for any obligations arising thereunder.

3.3.3 The City reserves the unilateral right to limit, cap, suspend, or terminate cooperative use of the contract at any time, in whole or in part, including but not limited to limitations based on aggregate contract value, term, geographic scope, or service capacity. The Contractor shall have no claim against the City arising from the City's exercise of such rights.

4. **Renewal Pricing Adjustments:** Rates and percentages shall remain firm during the initial Contract Season. No automatic escalation or index-based adjustment shall apply.

A Proposer requesting revised pricing for an optional renewal season must submit complete supporting documentation within the timeframe established by the City. Any adjustment is subject to negotiation, funding availability, best-value review, and a written amendment executed by authorized representatives. The City may reject a requested adjustment and elect

not to renew.

5. **Re-procurement or Back-charge Rights:** In the event of Contractor failure, the City reserves the right to procure services from alternate sources and charge the Contractor for any cost differential.

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EVALUATION PROCESS AND SELECTION CRITERIA

Evaluation Process

1.1 The City shall evaluate responsive Proposals only under the published criteria and maximum point values. Each evaluator shall independently score the Proposal and document material strengths, weaknesses, risks, and point deductions. Procurement shall maintain evaluator conflict certifications, individual scores, consensus records if used, comments, reference results, clarification requests, negotiation records, and the final ranking in the procurement file.

1.2 The City may verify submitted metrics and references, request clarification, conduct presentations or interviews, establish a competitive range, conduct discussions, request best and final offers, and award without discussions.

1.3 Presentations or interviews, if conducted, shall use instructions and scoring criteria issued by Procurement. The City will disclose any separately scored presentation criteria by written Addendum before presentations occur.

EVALUATION CRITERIA DESCRIPTION:	**MAXIMUM POINTS**
Relevant Firm Experience and Verified Results: Comparable venues, ticketed concert series, demonstrated attendance, financial results, public-sector references, and successful performance.	**15**
Key Personnel and Organizational Capacity: Qualifications and availability of talent buying, marketing, production, ticketing, finance, and event-day leadership personnel.	**15**
Talent Procurement Strategy and Artist Access: Artist sourcing, negotiation, contracting timeline, contingency planning, deposit controls, and rider management.	**15**
Technical Production, Safety and Event Operations Plan: AV, rigging, power, staffing, load-in and load-out, sound control, venue interfaces, and emergency coordination.	**15**
Marketing, Ticket Sales, and Audience Development Plan: Digital, traditional, out-of-home, statewide outreach, databases, conversion tracking, and measurable targets.	**15**
Financial Proposal, Cost Controls, and Projected City Return: Fees, commissions, markups, allowable costs, settlement transparency, assumptions, and projected net return.	**20**
Implementation Schedule, Compliance, and Proposal Responsiveness: Mobilization, season schedule, completeness, exceptions, forms, and adherence to instructions.	**5**
MINIMUM SCORE:	**100**

1.4 Each evaluator shall independently score every responsive Proposal and provide written comments supporting material strengths, weaknesses, risks, and point deductions.

1.5 The evaluation committee may meet to discuss proposals and reconcile factual misunderstandings. Evaluators shall not change scores merely to achieve consensus. Any score revision must be supported by a written explanation.

1.6 Procurement shall calculate and retain the individual scores, consensus scores if used, evaluator comments, conflict certifications, reference results, clarification requests, and final ranking in the procurement file.

1.7 The City anticipates shortlisting up to three highest-ranked Proposers. If fewer than three Proposers are qualified; the City may shortlist fewer firms or cancel the solicitation.

1.8 References may be used to verify information and evaluate responsibility. References shall not create an undisclosed scored criterion unless a specific point value is published by Addendum.

Presentation and Interview Evaluation

2.1 Shortlisted Proposers shall participate in a mandatory presentation and interview. The presentation and interview shall be evaluated separately using the following criteria:

2.1.1 Understanding of the City's program, 20 points;

2.1.2 Program management approach, 20 points;

2.1.3 Qualifications and communication ability of proposed key personnel, 25 points;

2.1.4 Program controls, reporting, risk management, and corrective action, 20 points;

2.1.5 Transition, availability, and responsiveness, 15 points.

2.1.6 Total interview score: 100 points.

2.2 Only proposed key personnel may answer technical and operational questions unless the City authorizes otherwise.

2.3 The final qualifications ranking shall be based on the Proposer's combined weighted score. The written proposal evaluation shall represent seventy percent of the final score, and the

Presentation and interview evaluation shall represent thirty percent of the final score.

2.4 The City will rank Proposer from highest to lowest based on the combined weighted score.

2.5 Reference may be used to verify qualifications and responsibility but will not receive a separate score.

2.6 In the event of a tie, the Proposer receiving the higher written proposal score will receive the higher final ranking.

3 Calculation:

Final Score = Written Proposal Score x 0.70 + Interview Score x 0.30

Procurement shall provide the same presentation instructions, time limits, core questions, and scoring criteria to every shortlisted Proposer. Follow-up questions may differ when reasonably necessary to clarify a Proposer's specific Proposal.

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ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF SERVICES

1. Purpose and Background

The City seeks a single accountable Contractor to provide integrated event management, talent procurement, concert production, and promotional services for Wolf Creek Amphitheater. The Contractor shall coordinate its work with the City's designated Contract Administrator, venue operations, ticketing provider, public safety personnel, and other authorized City representatives.

The venue has a seating capacity of up to 5,400. The anticipated season runs from April through October. The Contractor shall secure, market, produce, and execute at least twelve (12) City-approved live concerts, festivals, live entertainment, and community events during the Contract Season. The City does not guarantee attendance, ticket revenue, sponsorship revenue, profitability, or approval of any proposed artist, date, budget, or commitment. All City obligations remain subject to appropriation, funding availability, and required approvals.

2. Operational and Staffing Requirements

The Contractor shall provide an integrated operating structure with qualified leadership and sufficient event-day personnel. Key functions shall include talent buying, marketing, social media, graphic design and copy review, technical production, ticketing coordination, financial settlement, and event-day leadership. Subcontractors require prior City approval and do not relieve the Contractor of responsibility.

For each event, the Contractor shall submit a staffing matrix showing the number, role, reporting relationship, arrival time, release time, and responsibility of each production and operational position.

3. Talent Procurement and Management

The Contractor shall identify, solicit, negotiate, contract, and manage City-approved artists. Before issuing a binding offer, executing an artist agreement, or committing City funds, the Contractor shall submit an Artist Approval Package containing the proposed artist, date, guarantee, deposit schedule, material rider obligations, event budget, ticket assumptions, cancellation terms, and proposed contracting party.

The Contractor is an independent Contractor and has no authority to bind the City, execute an agreement in the City's name, or commit City funds without written authorization from an authorized City representative.

The Contractor shall manage technical and hospitality riders, negotiate cost reductions, identify unusual risks, maintain complete artist contract records, and pursue all refunds, credits, rescheduling rights, and recoveries attributable to City-funded commitments.

4. Technical Production

The Contractor shall furnish and manage professional sound reinforcement, staging, backline, lighting, video, rigging, power distribution, monitoring, mixing, microphones, qualified technicians, setup, live operation, and strike necessary for each approved concert.

The Contractor shall comply with venue technical requirements, structural loading limitations, electrical requirements, sound limits, curfews, permits, accessibility requirements, fire and life-safety requirements, and all applicable laws and professional standards.

The Contractor shall submit equipment inventories, rigging and structural compliance protocols, power distribution plans, backup power integration, and a sound mitigation plan addressing real-time monitoring and off-site sound bleed.

5. Marketing and Promotions

For each concert, the Contractor shall submit a comprehensive Marketing Plan and platform-ready creative assets no later than forty-five calendar days before the planned public ticket on-sale date, unless the City approves another schedule in writing.

The Marketing Plan shall address paid and organic digital media, traditional media, radio, television, print, out-of-home advertising, statewide audience development, influencer and ambassador networks, email and SMS databases, community outreach, budget by channel, conversion tracking, and measurable performance targets.

No City-branded or venue-branded material may be published without written City approval. Approval does not relieve the Contractor of responsibility for accuracy, permissions, intellectual property rights, or legal compliance.

6. Ticketing and Data

The City shall control the official ticketing platform through its designated provider. The Contractor shall coordinate inventory, creative assets, promotions, reporting, and event

settlements through the City-authorized platform and shall not create competing inventory, redirect sales, add undisclosed fees, or use customer data for unrelated purposes. City ticketing data shall be the authoritative source for ticket sales, paid attendance, refunds, chargebacks, complimentary tickets, and settlement, unless a documented error is identified and accepted by the City.

7. Event Operations and Public Safety Coordination

The Contractor shall provide a detailed event-day operating plan covering front-of-house operations, backstage credentialing, barricades, artist ingress and egress, vehicle and truck movements, load-in, soundcheck, doors, show operations, curfew, load-out, and community-impact controls.

The Contractor shall participate in City-led operational briefings and follow the approved incident command structure. The City retains authority over public safety, emergency response, evacuation, shelter-in-place, venue closure, and reentry decisions.

8. Financial Architecture and Cost Controls

The City may establish a Talent Procurement Fund in an amount not to exceed $300,000.00 for the Contract Season. The Fund may be used only for City-approved artist guarantees, deposits, and directly related talent charges. It is a not-to-exceed authorization and not a guaranteed expenditure.

The Contractor shall not incur a reimbursable cost unless the cost is necessary, reasonable, allocable to an approved event, supported by source documentation, within an approved category and cap, and authorized before commitment. Discounts, rebates, refunds, credits, commissions, and recoveries shall reduce the corresponding reimbursable cost.

The Contractor shall disclose all fees, commissions, markups, affiliate charges, related-party transactions, sponsorship revenue, merchandise revenue, concessions, parking revenue, ticketing deductions, and other event revenue or cost treatment in the Financial Proposal.

Revenue shall be applied through the settlement waterfall approved in the executed Contract.

Before release, Finance and Legal must approve the defined revenue base, allowable deductions,

City recoupment priority, Contractor compensation, and the allocation of the stated 70/30 revenue Share.

9. Settlement, Records, and Audit

The Contractor shall submit a preliminary event settlement within five business days after each concert and a complete final event settlement within thirty calendar days. Each settlement shall reconcile to City ticketing data and include artist agreements, invoices, proof of payment, payroll support, media invoices, revenue records, rebates, refunds, credits, commissions, and related-party transactions.

The City and its authorized auditors may inspect, copy, and audit all records supporting compensation, reimbursement, revenue, ticketing, and performance. Unsupported or unallowable amounts are subject to withholding, recovery, and offset as permitted by the Contract and law.

10. Performance Management

The Contractor shall provide a season master schedule and monthly performance dashboard addressing artist commitments, milestone status, marketing activity, ticket sales, paid attendance, capacity utilization, budget variance, safety incidents, customer issues, and corrective actions.

The average Paid Attendance Rate target shall be established by Executive approval and shall be no less than eighty-five percent (85%), with a target of ninety percent (90%) to one hundred percent (100%) preferred. Paid Attendance Rate means paid tickets scanned at entry divided by the approved sellable capacity, excluding complimentary tickets, production holds, obstructed-view inventory, and seats unavailable for safety or production reasons.

The selected consultant shall maintain Professional Liability, General Liability, Workers Compensation, and Automobile Liability coverage in accordance with City requirements.

11. Cancellation and Risk Allocation

The executed Contract shall allocate financial responsibility separately for artist default, Contractor default, City-directed cancellation, unsafe conditions, severe weather, force majeure, and inadequate ticket sales. No cancellation cost is reimbursable unless the underlying commitment was authorized and the cost is allowable under the Contract.

12. Deliverables

Required deliverables include the mobilization plan, season master schedule, Artist Approval Packages, executed artist agreements, marketing plans, creative assets, technical production plans, staffing matrices, event operating plans, emergency coordination protocols, event settlements, season settlement, performance dashboards, incident reports, and corrective action plans.

13. Contract Term

The anticipated initial term covers one Contract Season, with up to four (4) optional one-season renewals at the City's sole discretion. No renewal is automatic.

14. City Rights

The City reserves all rights stated in the RFP and resulting Contract, including approval of artists, event dates, budgets, marketing materials, Subcontractors, key personnel, operating plans, and material third-party commitments.



ATTACHMENT B

PAST PERFORMANCE AND PROMOTIONAL METRICS MATRIX

Past Performance and Promotional Metrics Matrix

Performance Metric	Past Event #1 (Name/Year)	Past Event #2 (Name/Year)	Past Event #3 (Name/Year)
Venue Name & Capacity			
Total Tickets Sold/ Capacity %			
Total Promotional Budget (All Channels)			
Verified ROAS (Return on Ad Spend)			
Digital/Social Media Platform Used			
Market Types from A, B, and C used			
Database utilization			

Historical Talent Procurement Timeline

Operational Milestone	Historical Performance Example (Provide Dates)
Contract Execution Date for Promoter	

Operational Milestone	Historical Performance Example (Provide Dates)
First Formal Artist Offer Submitted	
Date 50% of Season Lineup was Contractually Locked	
First Public Lineup Announcement Date	
First Day of Tickets On-Sale to Public	
Date of the Season's Opening Concert	

Required Production Past Performance Matrix

Production Pillar	Requirement / Component	Mandatory Proposer Deliverable
A. Audio, Lighting, & Video (AV) Technical Execution	**1. Inventory & Rigging Specifications**	Detailed equipment list for standard audio, lighting, and LED video walls (seasonal/temporary) + Structural Rigging Compliance Protocols.
	2. Decibel (dB) & Sound Mitigation Plan	Technical audio strategy detailing in-bowl fidelity optimization, real-time dB monitoring, and off-site sound bleed control.
	3. Power & Electrical Distribution	Distribution map including stage drop allocations, total power requirements, and seamless backup generator integration plans.
B. Technical & Hospitality Rider Management	**1. Rider Auditing Workflow**	Step-by-step narrative detailing internal processes for reviewing, negotiating

Production Pillar	Requirement / Component	Mandatory Proposer Deliverable
		down, and fulfilling technical and hospitality riders.
	2. Cost Control Mechanisms	Policy & strategy framework explaining how to eliminate "scope creep" and prevent vendor price gouging in peak months.
C. Day-of-Event Auxiliary Staffing & Logistics	**1. Day-of-Event Staffing Matrix**	Detailed headcount table breaking down specific roles (stagehands, loaders, audio engineers, lighting directors, spotlight ops, hospitality coordinators).
	2. Load-In / Load-Out Efficiency Plan	Strict 24-hour concert cycle timeline covering bus/truck parking, loading dock management, soundchecks, and expedited post-show load-out.

ATTACHMENT B, FINANCIAL PROPOSAL SCHEDULE

Complete every line. State zero when no charge applies. Attach projected event settlements and a projected season settlement using conservative, expected, and high-attendance scenarios.

Financial Item	Required Basis	Proposer Response
Season management fee	Fixed amount	
Per-event management fee	Fixed amount per event	
Talent buying fee or commission	State percentage and calculation base	
Marketing management fee	State fixed fee or percentage and base	
Production management fee	State fixed fee or percentage and base	
Subcontractor markup	Maximum percentage	
Reimbursable cost markup	Maximum percentage	
Proposed revenue share	Identify revenue base and percentage to each party	
Minimum City guarantee, if offered	Fixed amount and conditions	
Other fee or charge	Describe each charge separately	



APPENDIX A

REQUIRED FORM SUBMITTALS

RFP 27-04

REQUIRED FORMS AND SUBMITTALS

SUBMITTAL CHECKLIST

1. Use this checklist to verify that all required information is included in the Proposal.
2. Each Proposer is solely responsible for ensuring that its Proposal contains every submittal required by this RFP.
3. Failure to submit a required item may cause rejection of the Proposal.
4. Proposers are required to submit responses to solicitations electronically online at https://www.bidnetdirect.com/georgia/cityofsouthfulton. The City will not consider any Proposal that does not include completed Illegal Immigration Reform and Enforcement Act Affidavit Form(s).

REQUIRED DOCUMENTATION INCLUDED	INITIAL IF INCLUDED
LICENSES &/OR CERTIFICATIONS	
• Business License(s)	
• Professional License(s)	
• Permits &/or Certifications	
STATEMENT OF QUALIFICATION	
SUBMITTAL CHECKLIST (THIS FORM)	
PROPOSER CERTIFICATIONS	
ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT – (E-VERIFY)	
REFERENCE VERIFICATION	
REFERENCE AUTHORIZATION FORM	
EXCEPTIONS FORM	
ADDENDUM ACKNOWLEDGEMENT FORM	
ISRAEL BOYCOTT CERTIFICATION	
DRUG FREE WORKPLACE CERTIFICATION	
POST NOTICE OF INTENT TO AWARD SUBMITTALS	

Printed Name	**Title**	**Date**
Signature	**Firm Name**	
Email Address	**Phone Number**	

RFP 27-04, REFERENCE VERIFICATION FORM
PROPOSING FIRM (List name exactly as provided in Qualifications)

Name:

Address:

Date of Verification:

Reference Organization:

Person Contacted:

Title of Contact (Project Name):

Contract Period & Completion Date:

Telephone Number including extension:

Email Address:

Questions - check yes or no	YES	NO
Were you satisfied with the company's overall performance?		
Did the firm follow the scope of services and offer requirements?		
Did the firm deliver the agreed-upon deliverables?		
Would you work with this firm again?		

Project Verified (Include the Project Name / Title and a brief description of the Project):

Additional comments provided by Proposer's contact:

List at least three (3) references for the Prime Proposer and each proposed Sub-Contractor, using a separate Reference and Release Form for each. Provide the information requested in the form above for the contact person who shall verify the Proposer's experience and ability to perform the type of Services listed in the RFP.

(Make additional copies as necessary)

You are authorized to contact the references provided above for the

RFP 27-04 EVENT MANAGEMENT, TALENT PROCUREMENT, CONCERT PRODUCTION, AND PROMOTIONAL SERVICES FOR WOLF CREEK AMPHITHEATER

REFERENCE AUTHORIZATION FORM

Proposer:_____

Signed:

_____

(Authorized Signature)

Title:_____

Company Name:_____

Sub-Contractor:

_____

Date:_____

(FAILURE TO SIGN THIS SECTION MAY DISQUALIFY PROPOSER'S RESPONSE)

PROPOSAL CERTIFICATION

The undersigned submits this Proposal in response to the RFP and certifies that the information contained in the Proposal is true, complete, and accurate to the best of the undersigned's knowledge.

The Proposer agrees that its Proposal will remain valid for ninety calendar days after the Proposal deadline unless the City approves an extension in writing.

Submission of a Proposal does not create a contract, entitlement, property interest, or right to award. A Notice of Intent to Award does not create a contract or authorize the Proposer to incur costs.

No contract exists unless and until a written Contract is approved and executed by all authorized City representatives and the selected Proposer. No Services may begin until the City issues a written Notice to Proceed.

The undersigned represents that the undersigned has authority to submit this Proposal and bind the Proposer to the representations and certifications contained herein.

We further agree, if awarded a contract, to deliver Services which meet or exceed the specifications.

The City reserves the right to reject any or all Proposals,
waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this Proposal shall be valid and held open for a
period of one hundred (120) calendar days from the Proposal submission deadline.

_____

Authorized Signature for Proposer

_____

Print/Type Signatory Name

_____

Date

PROPOSER SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, contact, or connection with any corporation, firm, or person submitting a Proposal ("Proposer") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive Proposal violate State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer. 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 Proposer

_____

Date

_____

Print/Type Signatory Name

_____

Date

ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

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 (name of public employer), 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 shall continue to use the Federal Work Authorization Program throughout the contract period, and the undersigned Contractor shall contract for the physical performance of Services in satisfaction of such contract only with Sub-Contractors 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: RFP 27-04 Wolf Creek Amphitheater Event Services
City of South Fulton, Georgia
Name of Public Employer

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

_____

Executed on ___, 20____ 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 _. 20____,

_____
Notary public

My Commission Expires: _____

EXCEPTIONS FORM

If there are any exceptions(s) or clarification(s) taken to the RFP, use this form to list the description and page number to which you are taking an exception. ANY exception(s) to the RFP shall be explained in full. No exceptions shall be taken to the City's insurance or indemnification provisions. City of South Fulton shall determine the Proposer's compliance with the Statement of Qualifications requirements based on the information submitted and its exceptions to the RFP. Attach additional pages if more space is needed.

Item Description and Page Number from RFP 27-04	**Description of Exception**

ADDENDUM ACKNOWLEDGMENT FORM

ADDENDA ACKNOWLEDGMENT: RFP 27-04

The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM # _____DATE_____ INITIALS _____
ADDENDUM # _____DATE_____ INITIALS _____
ADDENDUM # _____DATE_____ INITIALS _____
ADDENDUM # _____DATE_____ INITIALS _____
ADDENDUM # _____DATE_____ INITIALS_____

Proposer (Company): _____

Signature (ink): _____

Name (Typed/printed): _____

Title:_____

Date: _____

Note: If Addenda have been issued, Proposers should complete and return this attachment with their Proposal. Failure to do so may result in the contract being rejected.

Failure to acknowledge all Addenda may result in the Proposal being rejected.

This is an acknowledgment of receipt of Addenda (listed by number and date on each Addendum) and affirms that its Proposal includes and considers any modifications to the initially issued Proposing Documents contained therein.

Note: If the Proposer is a corporation, the Proposal must be signed by an officer of the corporation; if it is a partnership, it must be signed by a partner. If signed by others, the signature authority must be included. The full names and addresses of people or parties interested in the above Proposal, as principals, are listed below.

Name	**Address**

PROPOSER CERTIFICATIONS

RFP 27-04

RFP 27-04 EVENT MANAGEMENT, TALENT PROCUREMENT, CONCERT PRODUCTION, AND PROMOTIONAL SERVICES FOR WOLF CREEK AMPHITHEATER

By submitting this Statement of Proposal, the Proposer certifies under penalty of perjury that:

1. The Proposal is submitted without collusion.
2. Neither the Proposer nor any principal proposed to perform the Services is suspended, debarred, excluded, or otherwise ineligible to receive an award from the City or any applicable federal or state funding agency.
3. The Proposal complies with O.C.G.A. § 13-10-91.
4. The Proposal will comply with all insurance requirements upon award.
5. The Proposal is authorized to transact business in the State of Georgia.

Proposer Name: _____

Proposer Signature: _____

Name of Firm: _____

Date: _____

RFP 27-04 EVENT MANAGEMENT, TALENT PROCUREMENT, CONCERT PRODUCTION, AND PROMOTIONAL SERVICES FOR WOLF CREEK AMPHITHEATER

The apparent successful Proposer shall, within ten (10) calendar days of Notice of Intent to Award, submit the following documents as a condition precedent to contract execution:

- Certificate of Insurance meeting Appendix B requirements
- W-9 Form
- Corporate Certification
- Non-Conflict of Interest
- Non-Collusion Affidavit
- Business Entity Certification/Corporate Certificate
- Certificate of Absence of Conflict of Interest for Development of Specification of Scope of Services
- Certificate of Disqualification or Removal

Failure to submit within ten (10) days may result in the withdrawal of the award.

Proposer Name: _____

Proposer Signature: _____

Name of Firm: _____

Date: _____

ACKNOWLEDGEMENT OF PROPOSER

STATE OF GEORGIA.
COUNTY OF FULTON

Before me, the undersigned authority, a Notary Public in and for the State of_____, on this day personally appeared who, after having first been duly sworn, upon oath did depose and say, that the foregoing Statement of Qualifications submitted by hereafter called "Proposer" is duly authorized Agent of said Company and that the person signing said Statement of Qualifications has been duly authorized to execute the same. Proposer affirms that it is duly authorized to execute this Statement of Qualifications, that this Company, Corporation, Firm, Partnership or Individual has not prepared its Statement of Qualifications in collusion with any other Proposer, and that the contents of this Statement of Qualifications as to prices, terms or conditions of said Statement of Qualifications have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Statement of Qualifications.

The undersigned certifies that the proposed costs contained in this Statement of Qualifications have been carefully checked and are submitted as correct and final and, if this Statement of Qualifications is accepted, agrees to furnish the Services listed and offered in this document at the prices and terms stated, subject to the conditions and specifications of this Request for Qualifications.

Proposer Information:

(Company)	(Signature)
(Address)	(Printed Name)
(City, State, Zip)	(Title)

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

I_____, as an authorized Agent, shall comply completely and promptly with all insurance requirements contained in the City's Request for Proposals 26-37, Wolf Creek Amphitheater Event Services pertaining to Insurance.

Proposer understands that it is required to share the City's Insurance requirements with the appropriate surety company(s) and/or Insurance Brokers, Agents, Underwriters, etc. prior to any award of a contract and to take all necessary steps to ensure compliance with the applicable Insurance, and Endorsement requirements without delay**.**

Proposer understands, acknowledges, and agrees that its failure to fully comply with these requirements within five (5) days and no more than ten (10) days of the date Proposer receives a final contract from the City shall result in the forfeiture of the Statement of Qualifications guarantee submitted with its Qualifications and/or the disqualification of Proposer from further consideration for the contract.

By executing this Acknowledgement of Insurance Requirements, I represent that I am authorized to make the representations contained herein, on behalf of_____.

Further, by signing below, I represent that_____understands and agree to unconditionally comply with all requirements related to Insurance contained in the City's draft contract attached hereto as Exhibit A.

Date:_____, 20__.

Corporate Proposer Non-Corporate Proposer

_____ _____

Signature Signature

Name: _____ Name:_____ .

Title: _____ Title: _____

CERTIFICATION OF ABSENCE OF CONFLICT OF INTEREST FOR DEVELOPMENT OF SPECIFICATIONS OF SCOPE OF SERVICES

Certification of Absence of Conflict of Interest for the Development of Specifications or the Scope of Services.

Required for each contract or arrangement to prepare or develop specifications or requirements

(O.C.G.A. § 36-80-28)

The undersigned Proposer, who is entering into a contract or arrangement with (City of South Fulton, Georgia) to prepare or develop specifications or requirements for an Invitation to Bid, Request for Qualifications, Purchase Order, or any other type of Solicitation for said (City of South Fulton, Georgia), certifies that:

The Proposer shall avoid any appearance of impropriety and shall follow all policies and procedures of the (City of South Fulton, Georgia) as shall be related to the project.

The Proposer discloses below any material transaction or relationship currently known to Proposer that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, that of the Proposer, or the Proposer's Employees, Agents, or Subsidiaries (Include past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest):

_____

_____

_____

_____

The Proposer shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the contract or arrangement.

The Proposer acknowledges that any violation or threatened violation of the agreement shall cause irreparable injury to the (City of South Fulton, Georgia) entitling (City of South Fulton, Georgia) to seek injunctive relief in addition to all other legal remedies.

_____

Name of Company / Firm / Organization

CERTIFICATION OF DISQUALIFICATION OR REMOVAL

The undersigned Proposer declares that the applying organization has not been debarred, disqualified, removed, or otherwise prevented from Proposing on or completing a Federal, State, or Local Government Project because of violations of law or safety regulation.

I,_____, authorized agent of _____

(*Name of Organization*)

Hereby certify, under penalty of perjury under the laws of the State of Georgia, that the organization has not been disqualified, removed, or otherwise prevented from submitting a Proposal on, or completing a Federal, State, or Local Government Project because of violations of law or a safety regulation.

Proposer/ Proposers Information:

(Company)	(Signature)
(Address)	(Printed Name)
(City, State,	Zip)

ISRAEL BOYCOTT CERTIFICATION

Pursuant to O.C.G.A. § 50-5-85, the State of Georgia requires that any Company entering into a contract with a public entity for Goods or Services with a value of One Hundred Thousand Dollars and 00/100 ($100,000) or more, and employing five (5) persons, must certify that it is not currently engaged in, and agree for the duration of the contract not to engage in a boycott of Israel.

By executing this certification, the undersigned certifies the following on behalf of the Company named below:

The Company is not currently engaged in a boycott of Israel; and

The Company agrees that for the duration of this contract, it shall not engage in a boycott of Israel as defined by Georgia law.

Executed on this ___ day of _____, 20___.

_____
Authorized Representative (Signature)

_____
Printed Name & Title

_____
Company / Firm Name

_____
Address

_____
Phone / Email

DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to O.C.G.A. § 50-24-1, every public Proposer with 500 or more employees, and every Subcontractor with 500 or more employees, must certify that they shall provide a drug-free workplace.

By executing this certification, the undersigned certifies that the company named below complies with the Georgia Drug-Free Workplace Act and has implemented a program to maintain a drug-free workplace.

Signature: _____

Printed Name & Title: _____

Company Name: _____

APPENDIX B
INSURANCE REQUIREMENT

INSURANCE REQUIREMENTS

The insurance requirements set forth herein are intended to address the risks associated with live event management, talent procurement, concert production, marketing, event-day operations, equipment, vehicles, customer data, and subcontracted services under the resulting Contract. All coverage types, limits, endorsements, and evidence requirements are subject to final approval by the City's Risk Management Division before release of this RFP.

The Contractor remains responsible for its acts, omissions, Subcontractors, vendors, equipment, and third-party commitments regardless of insurance coverage.

No Bid, Performance, or Payment Bonds shall be required for this Solicitation.

- **A. Insurance Requirements**

1. Statutory Workers' Compensation Insurance

Employers Liability:

- Bodily Injury by Accident – $500,000 each accident
- Bodily Injury by Disease – $500,000 policy limit
- Bodily Injury by Disease – $500,000 each employee

1. Commercial General Liability Insurance

- $1,000,000 limit of liability per occurrence for bodily injury and property damage.
- $2,000,000 aggregate

2.1. The following additional coverage shall apply:

2.1.1. The City shall be endorsed as an Additional Insured on the General Liability policy, with coverage provided on a primary and non-contributory basis.

2.1.2. 1986 or later ISO Commercial General Liability Form.

2.1.3. Blanket Contractual Liability.

2.1.4. Broad Form Property Damage.

2.1.5. Severability of Interest.

2.1.6. Personal Injury, where applicable.

2. Automobile Liability Insurance

3.1. $2,000,000 limit of liability per occurrence for bodily injury and property damage, covering all owned, non-owned, leased, hired, and borrowed vehicles used in connection with the Services.

3.2. The City shall be endorsed as an Additional Insured where applicable.

3.3. Contractual Liability.

The City of South Fulton shall be shown as an Additional Insured on the General Liability and Automobile Liability policies, as applicable, and noted accordingly on the Certificate of Insurance.

3. Professional Liability

The Contractor shall maintain coverage appropriate to its professional, promotional, media, talent procurement, and event management exposures with limits approved by Risk Management.

Coverage shall address negligent acts, errors, omissions, advertising injury, media content, and professional services arising from the Contractor's performance, where applicable.

4. Cyber Liability and Privacy Liability

The Contractor shall maintain cyber and privacy liability coverage with limits approved by Risk Management when the Contractor accesses ticketing, customer, payment, credentialing, or other protected data.

The cancellation provision shall provide thirty (30) days' notice of cancellation, except as otherwise permitted by applicable law or insurer requirements.

6. Certificate Holder:
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336

7. The insurance company, except the Workers' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Compensation funds may be acceptable with the approval of the City's Risk Management Division. European markets, including those based in London, and domestic surplus lines markets operating on a non-admitted basis may be exempt from this requirement provided the Consultant's broker or agent provides financial information demonstrating financial strength equivalent to an A.M. Best rating of A-10 or higher.

8. The insurance company shall be licensed to do business in the State of Georgia, except where otherwise permitted by applicable law.

9. Certificates of Insurance and subsequent renewals shall reference the specific Contract by project name and solicitation/contract number.

10. The Contractor shall provide complete certified copies of current insurance policies or a certified letter from the applicable insurance company upon request by the City to verify compliance with these requirements.

11. All insurance coverage required to be provided by the Consultant shall be primary over any insurance program carried by the City, where applicable.

12. The Contractor shall incorporate applicable insurance requirements into each Subconsultant agreement and shall require each Subconsultant to maintain insurance appropriate to the services performed. The Consultant shall remain responsible for ensuring that required insurance is maintained by its Subconsultants.

13. The Contractor and applicable Subconsultants shall not commence Services under the resulting Contract until all required insurance requirements have been satisfied and evidence of coverage acceptable to the City has been provided.

14. The Contractor shall waive all rights of subrogation against the City, its Council Members, officers, officials, employees, and volunteers for losses arising from Services performed by the Consultant for the City, to the extent permitted by applicable law and available under the applicable insurance policies.

15. The Contractor shall make available to the City, through its records or those of its insurer, information regarding a specific claim related to Services performed under the Contract, subject to applicable law and policy provisions.

16. Compliance by the Contractor and its Subcontractors with the foregoing insurance requirements shall not relieve the Consultant or any Subconsultant of any liability or obligation under the resulting Contract.

17. The Contractor and its Subcontractors shall comply with the Occupational Safety and Health Act of 1970 and all other applicable federal, state, and local laws, regulations, and safety requirements.

18. The Contractor shall, at a minimum, maintain risk management practices consistent with generally accepted practices applicable to its industry and the Services performed under the Contract.

Solicitation Information: The City of South Fulton website is the official location for the posting of all Solicitation Addenda and contract award results. Each prospective Proposer is responsible for regularly monitoring the City's website and the Georgia Procurement Registry to obtain complete and timely information regarding this RFP. Failure to monitor these sources shall not relieve a Proposer of its responsibility to comply with any Addenda, notices, or other information issued by the City.

The City's website is located at www.cityofsouthfultonga.gov.

The Georgia Procurement Registry is located at Georgia Procurement Registry.

All other terms, conditions, and requirements of this Solicitation remain unchanged.

_____

Name of Company / Firm / Organization

_____

Printed Name of Authorized Rep. / Title Signature of Authorized Representative

EXHIBIT A – SAMPLE CONTRACT

CITY OF SOUTH FULTON, GEORGIA
REQUEST FOR PROPOSAL (RFP) NO. 27-04 EVENT MANAGEMENT, TALENT PROCUREMENT, CONCERT PRODUCTION, AND PROMOTIONAL SERVICES FOR WOLF CREEK AMPHITHEATER

THIS CONTRACT to provide Event Management, Talent Procurement, Concert Production, And Promotional Services For Wolf Creek Amphitheater for the City of South Fulton, Georgia, is made as of this _____day of _____ 2026, and entered into by and between the City of South Fulton, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as the "City") and **Vendor**, a corporation authorized to conduct business in the State of Georgia (hereinafter referred to as "Contractor"), whose principal place of business is located at **Address.**

WITNESSETH:

WHEREAS, the City issued Request for Proposal ("RFP") NO. 27-04 Event Management, Talent Procurement, Concert Production, And Promotional Services For Wolf Creek Amphitheater, is seeking qualified event management and promotional firms to manage talent procurement, marketing, concert production, technical production, and concert execution for the annual concert season at Wolf Creek Amphitheater; and

WHEREAS, the Contractor responded to RFP NO. 27-04 and represents that it is qualified, possesses the necessary expertise, knowledge, training, and skills to conduct and perform all requirements set forth in the Scope of Services, including the provision of all materials, labor, supplies, and supervision; and

WHEREAS, the City desires to enter into a Contract with the Contractor to provide the required Services; and

WHEREAS, the Contractor has agreed to provide and perform such Services as required at the compensation and terms provided herein.

NOW THEREFORE, the City and Contractor, in consideration of the promises and the mutual covenants contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

DEFINITIONS. As used in this Contract, the following terms have the meanings set forth below:

1. **City:** means the City of South Fulton, Georgia.

2. **Contractor:** means Company Name, including its permitted successors and assigns. No affiliate, subcontractor, supplier, or other person or entity is the Contractor unless the City expressly agrees in a written amendment executed by the City authorized signatory.

3. **Contract Documents:** means the documents listed in Article 15. No quotation, acknowledgement, invoice, packing slip, portal term, catalog term, manufacturer term, or similar document shall be a Contract Document unless expressly incorporated by written amendment executed by the City.

4. **Contract Season:** April thru October.

5. **Agreement:** means this Event Management, Talent Procurement, Concert Production, And Promotional Services For Wolf Creek Amphitheater, including all exhibits, appendices, written amendments, and authorized Orders issued in accordance with this Agreement.

6. **Financial Proposal:** means the Contractor's Financial Proposal.

7. **RFP:** means the Request for Proposals for Event Promotional Manager, Wolf Creek Amphitheater, RFP NO. 27-04, and any amendments, addenda, and attachments thereto issued in writing by the City.

8. **Technical Proposal:** means the Contractor's Technical Proposal dated _____.

9. **Order:** means a City issued purchase order, release, or other written authorization issued by the City Contract Administrator under this Agreement.

ARTICLE 1
CONTRACT TERM

1.1 Contract Term. The anticipated initial term covers one Contract Season, with up to four optional one-season renewals at the City's sole discretion. No renewal is automatic.

1.2 Renewal. The City may renew this Agreement for up to four (4) optional one-season renewals, in the City's sole discretion, by written notice or written amendment issued before expiration of the then current term. Renewal is conditioned upon satisfactory Contractor performance, continued operational need, continued compliance with pricing and specifications, and lawful appropriation of funds.

1.3 **Cooperative Procurement Use:** The City may, at its sole discretion and to the extent permitted by applicable law, authorize other governmental entities, public agencies, authorities, and eligible cooperative purchasing participants ("Participating Entities") to utilize this contract resulting from RFP No. 27-04 under the same terms, conditions, scope, and pricing structure.

1.3.1 Participation by any Participating Entity is strictly voluntary and shall not:

1.3.1.1 Modify or amend the terms of the contract;

1.3.1.2 Increase or expand the scope of services or obligations of the Contractor beyond those expressly stated in the contract; or

1.3.1.3 Create any contractual relationship, obligation, or duty between the City and any participating Entity.

1.3.2 The City shall have no liability, obligation, or responsibility of any kind for any procurement, order, payment, performance, non-performance, or dispute arising out of or related to a Participating Entity's use of the contract. As a condition precedent to any use of the contract by a Participating Entity, the Contractor shall enter into a separate written agreement or accept a separate purchase order issued directly by the Participating Entity.

1.3.3 Such agreement or purchase order must expressly acknowledge that:

1.3.3.1 The City is not a party thereto; and

1.3.3.2 The City bears no liability or responsibility for any obligations arising thereunder.

1.3.3.3 The City reserves the unilateral right to limit, cap, suspend, or terminate cooperative use of the contract at any time, in whole or in part, including but not limited to limitations based on aggregate contract value, term, geographic scope, or service capacity. The Contractor shall have no claim against the City arising from the City's exercise of such rights.

2 **Renewal Pricing Adjustments:** Rates and percentages shall remain firm during the initial Contract Season. No automatic escalation or index-based adjustment shall apply.

A Contractor requesting revised pricing for an optional renewal season must submit complete supporting documentation within the timeframe established by the City. Any adjustment is subject to negotiation, funding availability, best-value review, and a written amendment executed by authorized representatives. The City may reject a requested adjustment and elect not to renew.

3. **Renewal Eligibility:** Any renewal of this Agreement shall be at the City's sole discretion and is conditioned upon satisfactory Contractor performance, the City's continued operational need for the goods or services, continued compliance with the pricing and specifications set forth in this Agreement, and the lawful appropriation of funds. The City may require the Contractor to submit and implement a corrective action plan as a condition of renewal or continued performance under this Agreement.

4. **Corrective Action:** If the City determines that the Contractor's performance is deficient or fails to meet the requirements of this Agreement or any applicable Order, the City may require the Contractor to submit a written corrective action plan within a timeframe specified by the City. The corrective action plan shall identify the cause of the deficiency, the actions to be taken to remedy the deficiency, and the timeline for completing those actions. The Contractor shall implement the approved corrective action plan at no additional cost to the City. Failure to submit or implement a corrective action plan may constitute a material breach of this Agreement.

5. **Renewal Condition:** Renewal of this Agreement is at the City's sole discretion and is contingent upon satisfactory Contractor performance, continued operational need, and the lawful appropriation of funds.

6. **Re-procurement or Back-charge Rights:** In the event of Contractor failure, the City reserves the right to procure services from alternate sources and charge the Contractor for any cost differential.

ARTICLE 2
SCOPE OF SERVICES

2.1 Scope of Services: Contractor provide integrated event management, talent procurement, concert production, and promotional services for Wolf Creek Amphitheater. The Contractor shall coordinate its work with the City's designated Contract Administrator, venue operations, ticketing provider, public safety personnel, and other authorized City representatives.

The venue has a seating capacity of up to 5,400. The anticipated season runs from April through October. The Contractor shall secure, market, produce, and execute at least twelve (12) City-approved live concerts, festivals, live entertainment, and community events during the Contract Season. The City does not guarantee attendance, ticket revenue, sponsorship revenue, profitability, or approval of any proposed artist, date, budget, or commitment. All City obligations remain subject to appropriation, funding availability, and

required approvals.

2.2 Operational and Staffing Requirements: The Contractor shall provide an integrated operating structure with qualified leadership and sufficient event-day personnel. Key functions shall include talent buying, marketing, social media, graphic design and copy review, technical production, ticketing coordination, financial settlement, and event-day leadership. Subcontractors require prior City approval and do not relieve the Contractor of responsibility.

For each event, the Contractor shall submit a staffing matrix showing the number, role, reporting relationship, arrival time, release time, and responsibility of each production and operational position.

2.3 Talent Procurement and Management: The Contractor shall identify, solicit, negotiate, contract, and manage City-approved artists. Before issuing a binding offer, executing an artist agreement, or committing City funds, the Contractor shall submit an Artist Approval Package containing the proposed artist, date, guarantee, deposit schedule, material rider obligations, event budget, ticket assumptions, cancellation terms, and proposed contracting party.

The Contractor is an independent Contractor and has no authority to bind the City, execute an agreement in the City's name, or commit City funds without written authorization from an authorized City representative.

The Contractor shall manage technical and hospitality riders, negotiate cost reductions, identify unusual risks, maintain complete artist contract records, and pursue all refunds, credits, rescheduling rights, and recoveries attributable to City-funded commitments.

2.4. Technical Production

The Contractor shall furnish and manage professional sound reinforcement, staging, backline, lighting, video, rigging, power distribution, monitoring, mixing, microphones, qualified technicians, setup, live operation, and strike necessary for each approved concert.

The Contractor shall comply with venue technical requirements, structural loading limitations, electrical requirements, sound limits, curfews, permits, accessibility requirements, fire and life-safety requirements, and all applicable laws and professional standards.

The Contractor shall submit equipment inventories, rigging and structural compliance protocols, power distribution plans, backup power integration, and a sound mitigation plan addressing real-time monitoring and off-site sound bleed.

2.5. Marketing and Promotions

For each concert, the Contractor shall submit a comprehensive Marketing Plan and platform-ready creative assets no later than forty-five calendar days before the planned public ticket on-sale date, unless the City approves another schedule in writing.

The Marketing Plan shall address paid and organic digital media, traditional media, radio, television, print, out-of-home advertising, statewide audience development, influencer and ambassador networks, email and SMS databases, community outreach, budget by channel, conversion tracking, and measurable performance targets.

No City-branded or venue-branded material may be published without written City approval. Approval does not relieve the Contractor of responsibility for accuracy, permissions, intellectual property rights, or legal compliance.

2.6. Ticketing and Data

The City shall control the official ticketing platform through its designated provider. The Contractor shall coordinate inventory, creative assets, promotions, reporting, and event settlements through the City-authorized platform and shall not create competing inventory, redirect sales, add undisclosed fees, or use customer data for unrelated purposes. City ticketing data shall be the authoritative source for ticket sales, paid attendance, refunds, chargebacks, complimentary tickets, and settlement, unless a documented error is identified and accepted by the City.

2.7. Event Operations and Public Safety Coordination

The Contractor shall provide a detailed event-day operating plan covering front-of-house operations, backstage credentialing, barricades, artist ingress and egress, vehicle and truck movements, load-in, soundcheck, doors, show operations, curfew, load-out, and community-impact controls.

The Contractor shall participate in City-led operational briefings and follow the approved incident command structure. The City retains authority over public safety, emergency response, evacuation, shelter-in-place, venue closure, and reentry decisions.

2.8 City Rights

The City reserves all rights stated in Contract, including approval of artists, event dates, budgets, marketing materials, Subcontractors, key personnel, operating plans, and material third-party commitments.

ARTICLE 3
COMPENSATION AND INVOICING

3.1 **Compensation:** may include approved fixed fees, documented and preapproved reimbursable costs, and a negotiated revenue-sharing structure. No expense, fee, markup, commission, or revenue deduction shall be payable unless expressly stated in the executed Contract.

3.2 **Not-To-Exceed Amount:** The total compensation payable under this Contract shall not exceed three-hundred thousand dollars ($300,000.00) per contract season, without a written amendment executed by an authorized City signatory in accordance with Article 14 and Article 15. The City shall have no obligation to pay for any goods, services, or other charges not authorized in Exhibit B or in an approved written amendment to this Contract.

3.3 Financial Architecture and Cost Controls

The City may establish a Talent Procurement Fund in an amount not to exceed $300,000 for the Contract Season. The Fund may be used only for City-approved artist guarantees, deposits, and directly related talent charges. It is a not-to-exceed authorization and not a guaranteed expenditure.

The Contractor shall not incur a reimbursable cost unless the cost is necessary, reasonable, allocable to an approved event, supported by source documentation, within an approved category and cap, and authorized before commitment. Discounts, rebates, refunds, credits, commissions, and recoveries shall reduce the corresponding reimbursable cost.

The Contractor shall disclose all fees, commissions, markups, affiliate charges, related-party transactions, sponsorship revenue, merchandise revenue, concessions, parking revenue, ticketing deductions, and other event revenue or cost treatment in the Financial Proposal.

Revenue shall be applied through the settlement waterfall approved in the executed Contract.

Before release, Finance and Legal must approve the defined revenue base, allowable deductions,

City recoupment priority, Contractor compensation, and the allocation of the stated 70/30 revenue Share.

3.4 **Withholding and Offsets:** The City may withhold amounts reasonably necessary to protect the City from third-party claims, delivery failures, nonconforming Goods or Services, unauthorized charges, overbilling, safety violations, failure to maintain required insurance, warranty defaults, or other Contractor noncompliance. Payment by the City shall not constitute acceptance, waiver, or approval of any nonconforming Goods or Services and shall not relieve Contractor of any obligation under this Agreement.

3.5 **Withholding and Offsets for Nonconformance:** The City may withhold payments for incomplete or late performance, failure to provide required credits or corrective action, failure to maintain required insurance, or to recover liquidated damages, service credits, overcharges, returns, replacements, or other amounts due to the City under this Agreement.

3.6 **Final Invoice:** Contractor shall submit any final invoice no later than sixty (60) days after delivery and acceptance of the last authorized Order under the applicable ordering period, unless the City provides written approval for a later submission.

3.7 **Settlement, Records, and Audit:** The Contractor shall submit a preliminary event settlement within five business days after each concert and a complete final event settlement within thirty calendar days. Each settlement shall reconcile to City ticketing data and include artist agreements, invoices, proof of payment, payroll support, media invoices, revenue records, rebates, refunds, credits, commissions, and related-party transactions.

The City and its authorized auditors may inspect, copy, and audit all records supporting compensation, reimbursement, revenue, ticketing, and performance. Unsupported or unallowable amounts are subject to withholding, recovery, and offset as permitted by the Contract and law.

ARTICLE 4
PROGRAM ADMINISTRATION, AUTHORIZATIONS, AND OPERATIONAL SUPPORT

4.1 **Contract Administrator:** The City designates a Contract Administrator who is the sole authority for program-level direction, approvals, and acceptance under this Agreement.

The Contract Administrator shall issue or approve Notices to Proceed, Artist Approval Packages, marketing materials, production plans, and event operating plans. No change to the scope, pricing, compensation structure, revenue share, or contract term is valid unless executed by a written amendment signed by the City's authorized signatory.

4.2 **Authorized Communications and Commitment Authority:** The Contractor shall take direction only from the Contract Administrator or other individuals expressly designated in writing by the City. The Contractor shall not act upon or rely on requests, verbal instructions, emails, or texts from any person not formally designated. The Contractor assumes all financial risk for any commitments, artist offers, production obligations, marketing placements, or other actions taken without a written City authorization, including a Notice to Proceed or written approval of an Artist Approval Package.

4.3 **Risk for Unauthorized Commitments:** The Contractor acknowledges that it proceeds at its sole risk with respect to any artist agreement, production expenditure, marketing placement, staffing commitment, or other obligation undertaken without a valid written City authorization. The City shall have no payment or reimbursement obligation for any unauthorized cost.

4.4 **Approval Requirements for Artist Offers, Production Plans, and Marketing:** Before issuing any binding offer, signing an artist agreement, committing City funds, or releasing material to the public, the Contractor shall submit the required documentation for City approval, including:

4.4.1 Artist Approval Package;
4.4.2 Technical Production Plan;
4.4.3 Marketing Plan and creative assets;
4.4.4 Staffing Matrix; and
4.4.5 Event Operating Plan.

Approval of any one component does not constitute approval of the overall event. Contractor acknowledgements or confirmations do not modify this Agreement or any City authorization.

4.5 **Program Support and Operational Coordination:** The Contractor shall provide ongoing program-level advisory and operational support to assist the City in managing a consistent, professional concert program. Support includes:

4.5.1 Talent sourcing and market insights;
4.5.2 Event scheduling coordination;

4.5.3 Production planning support;
4.5.4 Marketing strategy collaboration;
4.5.5 Ticketing coordination with the City's designated platform; and
4.5.6 Issue resolution and escalation management.

Advisory support does not grant the Contractor authority to bind the City or approve changes.

4.6 **Advisory Limits and No Change Authority:** The Contractor's program advisory role is operational only. The Contractor has no authority to modify the Contract, expand scope, approve expenditures, increase budgets, change event dates, modify deliverables, or incur reimbursable costs without prior written approval by the Contract Administrator. Any recommendation that would affect pricing, cost caps, reimbursable categories, artist guarantees, or production requirements requires written City approval and, if applicable, a formal amendment.

4.7 **Compliance with Approved Plans and Controls:** The Contractor shall execute all Services strictly in accordance with the approved Artist Approval Package, Technical Production Plan, Marketing Plan, City-approved budgets, and settlement requirements. Contractor shall not modify artist commitments, add production elements, increase marketing spend, use alternative vendors or Subcontractors, change event-day staffing levels, or alter ticket pricing or promotions without written approval from the City. If an artist, production element, or media channel becomes unavailable, the Contractor shall promptly notify the City and propose compliant alternatives for review.

4.8 **No Additional or Unapproved Fees:** The Contractor shall not assess or seek reimbursement for any cost, fee, markup, commission, administrative charge, platform fee, related-party charge, or other amount unless expressly allowed in the executed Contract or approved in writing by the City. Any unapproved charge is void and shall be credited immediately upon written notice.

4.9 **Records and Reporting:** The Contractor shall maintain complete, accurate, and auditable records including, but not limited to, the following:

4.9.1 Artist commitments, offers, and agreements;
4.9.2 Production and technical costs;
4.9.3 Marketing expenditures and performance metrics;
4.9.4 Ticketing data, capacity utilization, and attendance;
4.9.5 Event settlements and season settlements;
4.9.6 Staffing matrices and payroll support; and
4.9.7 Incident reports and corrective actions.

Upon request, the Contractor shall provide reports in a City-acceptable electronic format.

4.10 **Dispute Escalation:** Contractor shall maintain a defined escalation path, including a dedicated account manager and an operations escalation contact. The Contractor shall acknowledge escalations within one business day and provide a corrective action plan within three business days, unless an urgent operational issue requires same-day action.

ARTICLE 5
DELIVERY, INSPECTION, ACCEPTANCE, CORRECTIONS, AND PERFORMANCE REQUIREMENTS

5.1 **Deliverables:** Required deliverables include the mobilization plan, season master schedule, Artist Approval Packages, executed artist agreements, marketing plans, creative assets, technical production plans, staffing matrices, event operating plans, emergency coordination protocols, event settlements, season settlement, performance dashboards, incident reports, and corrective action plans.

5.2 **Submission Deadlines for Deliverables:** The Contractor shall submit Deliverables in accordance with the approved season master schedule and any written City direction. Required minimum lead times include, without limitation:

5.2.1 Artist Approval Packages – prior to any offer or commitment;

5.2.2 Marketing Plans – at least forty-five (45) days before public on-sale unless otherwise approved in writing;

5.2.3 Technical Production Plans – within the timeline established by the Contract Administrator;

5.2.4 Event Operating Plans – within the timeline established by the Contract Administrator;

5.2.5 Preliminary Settlements – within five (5) business days after each event; and

5.2.6 Final Settlements – within thirty (30) calendar days after each event.

No Deliverable shall be deemed accepted unless approved in writing by the City.

5.3 **Delay Notice and Mitigation:** The Contractor shall notify the Contract Administrator within two (2) business days of any anticipated delay in submitting a Deliverable or performing a required task. The Contractor shall provide:

5.3.1 A written explanation of the delay;

5.3.2 A mitigation plan; and

5.3.3 A proposed revised timeline.

If a delay jeopardizes a scheduled event, marketing launch, or production milestone, the Contractor shall implement expedited mitigation at its own expense.

5.4 Inspection and Review of Deliverables: The City may review, inspect, and require revisions to any Deliverable, including but not limited to Artist Approval Packages, marketing assets, production plans, staffing matrices, and operational plans. The City shall have ten (10) business days to approve or request revisions unless a shorter timeline is necessary due to event scheduling.

The City's review does not relieve the Contractor of responsibility for accuracy, compliance with law, technical sufficiency, or contractual performance.

5.5 Rejection and Required Corrections: The City may reject any Deliverable that:

5.5.1 Does not conform to the Contract requirements;
5.5.2 Contains inaccuracies or omissions;
5.5.3 Presents safety or operational risks;
5.5.4 Has not adhered to required templates, formats, or budget controls; or
5.5.5 Includes unapproved commitments, costs, or third-party obligations.

Rejected Deliverables shall be corrected at no cost to the City and resubmitted within the City-specified timeframe.

5.6 Correction of Operational Deficiencies: If event-day performance, production execution, marketing activity, ticketing coordination, or financial settlement contains deficiencies attributable to the Contractor, the Contractor shall:

5.6.1 Implement corrective measures immediately if required for public safety or event success;
5.6.2 Provide a written corrective action plan within three (3) business days;
5.6.3 Prevent recurrence of the deficiency in future events.

Costs incurred to remedy deficiencies caused by the Contractor shall be borne solely by the Contractor.

5.7 **No Additional or Unapproved Charges:** The Contractor shall not assess or seek reimbursement for any cost, fee, markup, commission, or related-party transaction unless expressly allowed in the executed Contract or approved in writing by the City. Any unapproved cost is void and shall be credited immediately upon notice.

5.8 **No Limitation of City Remedies:** Any term contained in a Contractor, artist, production vendor, marketing vendor, or ticketing partner document that attempts to limit remedies, impose arbitration, shift venue, add fees or penalties, or modify obligations is void unless expressly approved by written amendment executed by the City's authorized signatory.

5.9 **Performance Warranty:** The Contractor warrants that all Services, Deliverables, plans, and operational activities shall be performed:

5.9.1 In accordance with industry best practices for concert and live event production;

5.9.2 By qualified personnel;

5.9.3 In compliance with all applicable laws, safety requirements, and venue rules; and

5.9.4 Consistent with the standards and requirements set forth in this Agreement and the Contractor's Proposal to the extent accepted by the City.

Failure to meet these standards constitutes a performance deficiency subject to corrective action, withholding, recoupment, or other Contract remedies.

5.10 **Acceptance of Events:** The City may evaluate each completed event to determine whether it meets contractual standards, including execution quality, safety compliance, adherence to approved plans, and public experience. The City's acceptance of an event does not waive deficiencies in Deliverables, financial reporting, or post-event obligations.

ARTICLE 6
PRICING, NO FEES, PRICE ADJUSTMENTS, AND INVOICE CONTROLS

6.1 **Compensation Structure:** Contractor compensation shall consist only of the following, as expressly authorized in this Agreement and its Exhibits:

6.1.1 Fixed fees (if applicable);

6.1.2 Approved and documented reimbursable costs within the categories and caps established by the City;

6.1.3 The negotiated revenue-sharing structure set forth in Exhibit B; and
6.1.4 Any additional compensation expressly approved by written amendment.

No other fee, commission, markup, participation, deduction, or revenue entitlement is allowed.

6.2 **Included Services:** Unless expressly priced or approved as reimbursable in Exhibit B, the following are included in Contractor compensation and may not be separately billed:

6.2.1 Talent solicitation and offer development;
6.2.2 Marketing strategy, planning, and asset development;
6.2.3 Production planning and technical coordination;
6.2.4 Ticketing coordination with the City's designated provider;
6.2.5 Event-day operational support and leadership;
6.2.6 Routine reporting, dashboards, schedules, and settlements;
6.2.7 Program-level advisory support; and
6.2.8 Account management and administrative overhead.

6.3 **No Additional or Ancillary Charges:** The Contractor shall not assess or pass through any unapproved fees, including but not limited to:

6.3.1 Administrative or service fees;
6.3.2 Credit card or transaction fees;
6.3.3 Convenience or ticketing surcharges (outside the City's platform);
6.3.4 Vendor management or subcontractor fees;
6.3.5 Portal, technology, or account maintenance fees;
6.3.6 Expedited or rush fees;
6.3.7 Related-party commissions or markups; and
6.3.8 Production, marketing, or personnel markups not expressly permitted.

Any unapproved charge is void and shall be credited immediately upon City notice.

6.4 **Tax Exempt:** The City is exempt from Federal Excise Tax and Georgia Sales and Use Tax for purchases made directly by the City. Contractor shall not invoice such taxes when the City provides exemption documentation.

6.5 **Most Favored Public Customer:** Contractor represents that the financial terms, fee rates, and cost structure offered to the City are no less favorable than terms offered to other public-sector clients for comparable concert, festival, or live-event programs. Upon City request, Contractor shall validate pricing competitiveness with reasonable documentation.

6.6 **Pricing Adjustments and Renewal Rates:** No automatic escalation, index-based adjustment, or vendor/manufacturer increase applies. Any request for revised pricing during an optional renewal must:

6.6.1 Be submitted at least sixty (60) days before the proposed effective date;
6.6.2 Include complete supporting financial documentation;
6.6.3 Identify affected cost categories; and
6.6.4 Provide mitigation strategies to minimize City impact.

Approval is at the City's sole discretion and is effective only through a written amendment signed by the City's authorized signatory.

Any approved adjustment applies prospectively and shall not affect any event, commitment, or cost incurred prior to the effective date of the written amendment.

6.7 **Quote and Invoice Terms Rejected:** Any Contractor or third-party quotation, invoice, settlement statement, offer sheet, portal click-through terms, artist contract term, vendor term, or other document that adds or conflicts with this Agreement is rejected and void unless expressly approved by a written amendment executed by the City.

6.8 **Invoice Requirements:** Each invoice must:

6.8.1 Reference the Agreement and the applicable Notice to Proceed;
6.8.2 Identify the event(s) covered, if applicable;
6.8.3 Include an itemized list of reimbursable costs with supporting documentation;
6.8.4 Reconcile to approved budgets, ticketing data, and settlement requirements;
6.8.5 Include proof of payment for reimbursable items; and
6.8.6 Identify all credits, refunds, rebates, and discounts applied.

Invoices lacking required detail may be rejected without starting the payment clock.

6.9 **Payment Condition Precedent:** The City will pay only for work authorized through a Notice to Proceed, approved Deliverables, allowable reimbursable costs, and approved settlements. Payment does not:

6.9.1 Constitute acceptance of deficient performance, or
6.9.2 Waive any City right to recover unallowable or unsupported amounts.

6.10 **Offsets and Credits:** The City may withhold, deduct, or offset any amount owed to the City under this Agreement, including:

6.10.1 Overpayments;
6.10.2 Unsupported or unallowable reimbursable costs;
6.10.3 Required refunds or credits;
6.10.4 Service credits;
6.10.5 City recoupment under the settlement waterfall.

6.11 Prohibited Charges: Invoices containing unauthorized fees, unallowable costs, or deviations from Exhibit B may be rejected in full.

6.12 Mandatory Credit: Contractor shall credit unauthorized charges immediately upon notice.

6.13 No Security Interest or Lien Rights: Contractor shall not assert any lien, security interest, or similar claim against:

6.13.1 City property;
6.13.2 Ticketing or customer data;
6.13.3 City Marks or creative assets;
6.13.4 Public funds; or
6.13.5 Event revenue.

Any such term appearing in Contractor or vendor documents is void and unenforceable.

6.14 Related-Party Transaction Controls: The Contractor shall disclose and obtain City approval before incurring any cost involving an affiliate, subsidiary, related party, or entity in which Contractor personnel have a financial interest. Related-party markups, commissions, or profit-sharing are prohibited unless expressly authorized in writing by the City.

ARTICLE 7
PERFORMANCE MANAGEMENT, SERVICE LEVELS, AND REMEDIES

7.1 Performance Management: The Contractor shall provide a season master schedule and monthly performance dashboard addressing artist commitments, milestone status, marketing activity, ticket sales, paid attendance, capacity utilization, budget variance, safety incidents, customer issues, and corrective actions.

The average Paid Attendance Rate target shall be established by Executive approval and shall be no less than eighty-five percent (85%), with a target of ninety percent (90%) to one hundred percent (100%) preferred. Paid Attendance Rate means paid tickets scanned

at entry divided by the approved sellable capacity, excluding complimentary tickets, production holds, obstructed-view inventory, and seats unavailable for safety or production reasons.

The selected consultant shall maintain Professional Liability, General Liability, Workers Compensation, and Automobile Liability coverage in accordance with City requirements.

7.2 **Delivery Performance:** The Contractor shall meet all delivery, submission, and performance deadlines established by this Agreement, including those applicable to Artist Approval Packages, marketing plans, production plans, staffing matrices, event operating plans, and settlement documentation. Failure to meet a required date, milestone, or submission deadline, absent a City-approved excusable delay, shall constitute a performance failure. The Contractor is responsible for planning, staffing, and coordinating its activities in a manner sufficient to ensure timely completion of all required tasks.

7.3 **Cure and Corrective Action:** Upon receiving written notice of a performance deficiency, the Contractor shall promptly investigate the issue, determine the root cause, and provide the City with a corrective action plan that is acceptable to the City. The Contractor shall implement all corrective measures within a commercially reasonable timeframe approved by the City. Corrective actions must not only address the immediate deficiency but also establish controls designed to prevent recurrence in future events or deliverables.

7.4 **Service Credits:** The City may assess service credits when the Contractor repeatedly fails to meet contractual performance requirements, including chronic lateness in submitting deliverables, recurring operational or production errors, failure to resolve issues within required correction timelines, or deficiencies that negatively affect an event or the concert season program. Service credits may be applied as a reduction to amounts otherwise payable to the Contractor.

7.5 **Liquidated Damages for Delivery Failure:** If the Contractor materially fails to perform Services by a required milestone or event-critical deadline, absent an approved excusable delay, the City may assess liquidated damages. These damages may apply, for example, when a missed deadline jeopardizes artist contracting, public on-sale dates, production readiness, public safety compliance, or the successful execution of an event.

7.6 **Liquidated Damages Cap:** Any liquidated damages assessed under this Agreement shall not exceed the maximum percentage or dollar amount specified in Exhibit B. The Parties agree that such liquidated damages represent a reasonable estimate of the City’s anticipated harm resulting from untimely or deficient performance, and the assessment of such damages shall not be considered a penalty.

7.7 **Service Level Measurement:** All service levels, performance metrics, measurement periods, exclusions, cure periods, and applicable credits or liquidated damages shall be determined by the City. In assessing Contractor performance, the City shall consider whether delays or deficiencies were caused by circumstances beyond the Contractor's control and whether revised deadlines or substitutions were expressly approved in writing. Only City-approved delays or revisions will relieve the Contractor of responsibility for failing to meet original deadlines.

7.8 **Offsets:** The City may deduct service credits, liquidated damages, additional costs incurred due to Contractor deficiencies, or any other amounts owed to the City under this Agreement from payments otherwise due to the Contractor. Such offsets do not limit the City's ability to pursue other remedies permitted under the Agreement or applicable law.

7.9 **Chronic Performance Failure:** Repeated failure to meet required service levels, persistent untimeliness in deliverables, recurring production or operational errors, or ongoing deficiencies in financial settlement accuracy may constitute chronic performance failure and may be deemed a material breach of this Agreement. Patterns of nonperformance over multiple events or reporting cycles may result in the City exercising its rights to impose additional remedies, including termination for cause.

7.10 **No Waiver:** If the City elects not to impose a service credit, liquidated damages, or other remedy for a specific instance of nonperformance, such decision shall not constitute a waiver of the City's right to enforce performance requirements or to impose remedies for any subsequent failure.

ARTICLE 8
SPECIFICATIONS, COMPLIANCE, APPROVED CONTROLS, AND STANDARDIZATION

8.1 **Specifications Control:** The Contractor shall perform all Services in strict accordance with the specifications, performance requirements, operational standards, and technical criteria set forth in this Agreement and in all Exhibits, including but not limited to requirements governing artist procurement, marketing, production, ticketing coordination, event operations, financial settlement, and public safety compliance. All Deliverables and event-related work products shall meet professional industry standards for concert production and promotional services and shall conform to all City-approved plans, budgets, schedules, and protocols.

8.2 **Standardization and Event Program Control**: The Contractor shall execute all Services using only the production methods, equipment levels, marketing approaches, staffing plans, and other elements expressly approved by the City. The Contractor shall not alter material components of an approved Deliverable, including but not limited to artist commitments, production elements, marketing channels or spend levels, staffing configurations, or ticketing plans, without prior written City approval. Any unapproved change constitutes a nonconformity and must be corrected at no cost to the City.

8.3 **Standards Compliance**: All Contractor activities, including talent procurement, production design, rigging, electrical work, sound mitigation, public communications, and event-day operations, shall comply with all applicable laws, codes, safety requirements, accessibility requirements, and recognized industry standards. The City may request documentation demonstrating compliance, including production diagrams, rigging certifications, safety documentation, and technical specifications. The Contractor shall provide such documentation promptly and in a format reasonably acceptable to the City.

8.4 **Changes or Unavailability of Planned Resources**: If the Contractor becomes aware that any approved production element, marketing placement, staffing requirement, venue interface, or other critical component of an approved plan has become unavailable or materially altered, the Contractor shall notify the City within two (2) business days. The Contractor shall propose alternative solutions that meet or exceed the original specification, but no substitution may be implemented without prior written City approval.

8.5 **Substitutions and Approved Equals:** Substitutions are not permitted unless the Contractor submits a complete equivalency justification demonstrating that the proposed substitute meets all performance, safety, operational, and budgetary requirements. The City's approval of any proposed substitute or "Approved Equal" is at its sole discretion, and the City may reject any request without cause. No substitute may be used until written approval is issued.

8.6 **Demonstrations, Samples, and Validation:** The City may require demonstrations, technical walkthroughs, mock-ups, sample marketing assets, or other forms of validation before approving new production approaches, equipment configurations, or marketing deliverables. Such demonstrations or samples shall be provided at no additional cost to the City unless otherwise approved in writing.

8.7 **Creative and Branding Controls:** All marketing materials, creative assets, public communications, and use of City or venue branding shall adhere strictly to City-approved artwork, formats, placement requirements, and messaging standards. The Contractor shall not alter creative elements or publish any material referencing the City or Wolf Creek Amphitheater without prior written approval. Any deviation from approved branding or

creative direction constitutes a nonconformity requiring immediate correction at the Contractor's expense.

8.8 **Quality Assurance:** The Contractor shall maintain a comprehensive quality assurance process to ensure that all Deliverables, production elements, marketing materials, and event operations conform to Contract requirements. The Contractor's quality assurance process shall include verification of accuracy, safety compliance, technical sufficiency, and proper implementation of all approved plans. The Contractor remains fully responsible for detecting and correcting errors or deficiencies prior to performance.

8.9 **Conflict Resolution:** If any conflict arises between pricing descriptions in Exhibit B and technical, operational, or performance requirements in Exhibit C, the specifications and standards in Exhibit C shall control with respect to performance, and Exhibit B shall control with respect to pricing, unless otherwise expressly stated in this Agreement.

8.10 **Continuity of Approved Approaches:** The Contractor shall maintain continuity in approved production approaches, marketing strategies, staffing structures, and operational plans throughout the Term, except where changes are required by safety, law, or explicit City direction. Any deviation must be supported by written justification and may not be implemented without prior written City approval.

8.11 **Replacement Requirements:** If any approved production methodology, vendor resource, equipment type, or marketing channel becomes unavailable, the Contractor shall promptly notify the City and propose a replacement of equal or greater quality. No replacement may be implemented without prior written City approval.

8.12 **Pricing Integrity Protection:** Any approved replacement or substitute element shall be provided at the same cost or at a lower cost to the City unless the City expressly approves an adjustment by written amendment. The Contractor shall not use substitutions or operational changes to increase costs or apply new fees.

8.13 **Creative Accuracy Requirements:** Any inaccuracies in marketing assets, production documents, or other creative or informational deliverables, including errors in branding, messaging, graphics, layouts, or technical content, that are attributable to the Contractor constitute nonconformities requiring immediate correction at no cost to the City.

8.14 **Artwork and Content Controls:** The Contractor shall use only City-approved artwork, brand assets, logos, and content formats for all public-facing materials. The Contractor shall not alter, reinterpret, or repurpose City marks or venue branding without written approval.

8.15 **Correction Obligation:** The Contractor shall promptly correct any nonconformity, error, substitution, or deviation from specifications at no cost to the City and shall do so within the timeframe required by the City based on the operational needs of the affected event or deliverable.

ARTICLE 9
WARRANTY, DEFECT REMEDIES, AND PERFORMANCE LIABILITY CONTROLS

9.1 **The Warranty Standard:** The Contractor warrants that all Services and Deliverables, including but not limited to Artist Approval Packages, production plans, marketing materials, event operating plans, settlements, technical work, and any other work performed under this Agreement, shall be accurate, complete, professionally prepared, and free from errors or omissions. All event-related activities, including talent procurement, marketing execution, technical production, and event-day operations, shall be performed in a competent and professional manner consistent with industry standards for large-scale live entertainment and shall conform to all requirements of this Agreement and City-approved plans.

9.2 **Warranty Period:** The warranty period for all Services and Deliverables shall extend for twelve (12) months from the City's acceptance of the applicable Deliverable or completion of the applicable event. This warranty applies in addition to any vendor, subcontractor, or third-party warranty related to production equipment, technical systems, or marketing deliverables. If any third-party warranty begins before City acceptance, the Contractor shall disclose this in writing, and such terms shall be effective only if approved in writing by the City.

9.3 **Warranty Response Times:** The Contractor shall acknowledge any notice of a defect, deficiency, or nonconformity within two (2) business days and shall immediately begin corrective action. If the defect affects an upcoming event, public communication, safety compliance, or other time-sensitive operational element, the Contractor shall implement interim mitigation immediately and shall work on an expedited basis to complete permanent correction within a timeframe acceptable to the City.

9.4 **Warranty:** The Contractor warrants that all Services, Deliverables, and work product, including technical, creative, operational, financial, or advisory work, shall be free from defects in performance, accuracy, and execution for a period of twelve (12) months from acceptance. This includes full responsibility for errors in marketing materials, production documentation, incorrect or incomplete event plans, settlement inaccuracies, or any other nonconforming work requiring re-performance or correction.

9.5 **Warranty Response and Cure:** The Contractor shall acknowledge all warranty claims within two (2) business days and begin corrective action promptly. For deficiencies that impact artist contracting, marketing timelines, production readiness, public safety, or scheduled events, the Contractor shall implement immediate interim measures and complete a full correction on an expedited basis. All warranty corrections, re-performances, and remedial measures shall be completed at no cost to the City unless the City expressly approves otherwise in writing.

9.6 **City Remedies:** If any Deliverable or Service is defective, incomplete, inaccurate, or fails to conform to this Agreement, the City may require the Contractor to correct the deficiency, re-perform the work, replace the Deliverable, or provide a credit or refund, at the City's discretion. All costs associated with correcting defects including administrative time, production delays, event impacts, or coordination with third parties, shall be borne solely by the Contractor.

9.7 **Replacement and Correction Timeline:** Unless the City approves otherwise in writing, the Contractor shall complete all required corrections, replacements, or re-performance within fourteen (14) calendar days after receiving notice. If a longer period is necessary due to event scheduling, artist requirements, or production realities, the Contractor shall provide interim solutions acceptable to the City while completing permanent correction.

9.8 **No Limitation of Remedies:** No term or condition contained in any Contractor, vendor, artist, or third-party document, including disclaimers, liability limitations, arbitration provisions, penalty clauses, shortened claim windows, venue changes, or indemnity shifts, shall limit or modify the City's rights unless expressly approved by written amendment executed by the City's authorized signatory. Any inconsistent or conflicting term included in an invoice, portal, quote, acknowledgment, or other document is null, void, and without effect.

9.9 **Performance Liability and Safety Issue Support:** The Contractor shall immediately notify the City upon learning of any safety risk, operational failure, production hazard, public-facing error, regulatory noncompliance, or other issue that could affect an event, artist, audience, or City operations. The Contractor shall coordinate response actions, mitigation measures, and any necessary replacement work at no cost to the City, including expedited corrective measures required to maintain event readiness, safety, or contractual obligations.

9.10 **Warranty Does Not Limit Other Rights:** The warranties and remedies provided in this Article are in addition to, and do not limit, any other contractual or legal remedies available to the City. Payment for services or acceptance of Deliverables shall not waive the City's

right to assert claims regarding defects, errors, nonconforming work, or performance failures.

ARTICLE 10
INVOICING, PAYMENT, AUDIT RIGHTS, AND RECORDS RETENTION

10.1 **Invoice Format and Submission:** The Contractor shall submit invoices in PDF format only and in full accordance with the City's invoicing instructions. Invoices shall not contain, reference, or incorporate any term or condition that attempts to modify or override this Agreement. All invoices may be transmitted to the accounts payable contact designated by the City, and the City may reject any invoice that fails to comply with these requirements or contains inconsistent or unauthorized terms.

10.2 **Mandatory Invoice Data:** Each invoice shall include, at a minimum, the Contractor's legal name and remit-to address, the applicable City purchase order or authorization reference, this Agreement number and solicitation reference, the invoice date, a unique invoice number, and clear identification of the applicable event or Services. Invoices must also include itemized detail of all approved reimbursable costs, corresponding documentation, confirmation of Deliverables or event completion, any approved credits, and all pricing consistent with Exhibit B. The City may reject invoices lacking required documentation or detail.

10.3 **Invoicing Timing:** The Contractor may invoice only after completion of the Services associated with the invoice and after submission of all required Deliverables tied to the billed period or event. The Contractor shall not invoice for work not yet performed, for unapproved commitments, or for any Deliverable that the City has rejected or directed the Contractor to correct.

10.4 **Condition Precedent to Payment:** City payment is expressly conditioned upon the City's acceptance of conforming Services and Deliverables. Payment by the City does not constitute acceptance of defective or incomplete work and does not waive the City's right to dispute charges or require correction, re-performance, or refund.

10.5 **No Implied Acceptance:** The City's review or payment of an invoice shall not be construed as approval of unauthorized costs, acceptance of nonconforming work, or waiver of any contractual right. The City retains the ongoing right to question, dispute, or recover any amounts that are unallowable, unsupported, inconsistent with Exhibit B, or otherwise not permitted by this Agreement.

10.6 **Disputed Charges:** The City may dispute any invoice or line item that it determines to be

inaccurate, unsupported, or unallowable. The City may withhold the disputed portion of the invoice without penalty while paying any undisputed portion. The Contractor shall cooperate fully in resolving disputes and shall issue corrected invoices or credit memos promptly upon the City's request.

10.7 **Records Retention:** The Contractor shall maintain complete and accurate records related to this Agreement, including but not limited to Deliverables, production and marketing costs, artist commitments, settlements, staffing support, invoices, approvals, credits, and all supporting documentation, for a period of not less than six (6) years after expiration or termination of this Agreement. Records shall be retained longer if required to resolve any pending audit, dispute, litigation, or regulatory inquiry.

10.8 **No Paperwork Overrides:** Any term or condition printed on an invoice, portal screen, quote, acknowledgement, settlement statement, or similar document that conflicts with this Agreement is void and has no force or effect. Only written amendments executed by the City's authorized signatory may modify the terms of this Agreement.

ARTICLE 11
INSURANCE, EVIDENCE OF COVERAGE, AND RISK TRANSFER

11.1 **Insurance Requirement:** The Contractor shall procure and maintain, at its sole cost, all insurance coverages required by this Agreement and Appendix A, with insurers authorized to transact business in Georgia and possessing a rating of A- minus or higher. All required coverage must remain in full force and effect throughout the entire term of the Agreement and for any period applicable to completed operations. The Contractor is responsible for ensuring that its Subcontractors maintain all insurance required for their scope of work.

11.2 **Required Coverages and Minimum Limits:** The Contractor shall maintain, at minimum, Workers' Compensation coverage as required by Georgia law and Employers' Liability coverage with limits of not less than five hundred thousand dollars ($500,000) for each accident, each employee for disease, and disease policy limit. The Contractor shall also maintain Commercial General Liability insurance written on an occurrence basis, including coverage for premises/operations, products and completed operations, personal and advertising injury, and contractual liability, with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) general aggregate. Automobile Liability insurance covering owned, hired, and non-owned vehicles shall be maintained with limits of not less than two million dollars ($2,000,000) combined single limit. The Contractor shall also maintain Umbrella or Excess Liability coverage on a follow-form basis with limits of not less than two million dollars ($2,000,000) per

occurrence and in the aggregate. These coverages must adequately support the risks inherent in live event production, talent procurement, and concert operations.

11.3 Additional Insured, Primary and Noncontributory: The Contractor shall name the City, its elected and appointed officials, officers, employees, agents, boards, and volunteers as additional insureds on the Commercial General Liability and Umbrella or Excess Liability policies for both ongoing and completed operations. All such coverage shall apply on a primary and noncontributory basis to any insurance or self-insurance maintained by the City. The Contractor's obligations shall not be diminished by any insurance maintained by the City.

11.4 Waiver of Subrogation: To the fullest extent permitted by law, the Contractor waives all rights of subrogation against the City and shall ensure that its insurers issue endorsements reflecting this waiver on Workers' Compensation, Commercial General Liability, and Automobile Liability policies where such endorsements are available. This waiver shall apply to all claims arising out of the Contractor's performance of the Services.

11.5 Evidence of Coverage and Approval Condition: The Contractor shall furnish the City with certificates of insurance and all required endorsements before the City issues any Notice to Proceed, authorization, purchase order, or approval of any event plan or Artist Approval Package. Certificates that do not include required endorsements shall be deemed noncompliant. Review or acceptance of certificates by the City does not waive the Contractor's obligations or establish that required coverage has been provided.

11.6 Notice of Cancellation or Material Change: The Contractor shall ensure that the City receives no less than thirty (30) days' prior written notice of any cancellation, non-renewal, or material reduction in required coverage, except that ten (10) days' notice may be provided for nonpayment of premium, to the extent permitted by insurer practice and applicable law. The Contractor bears the responsibility for ensuring that such notice requirements are incorporated into its insurance policies.

11.7 Cancellation and Risk Allocation: The executed Contract shall allocate financial responsibility separately for artist default, Contractor default, City-directed cancellation, unsafe conditions, severe weather, force majeure, and inadequate ticket sales. No cancellation cost is reimbursable unless the underlying commitment was authorized and the cost is allowable under the Contract.

11.8 Deductibles and Self-Insured Retentions: The Contractor shall disclose all deductibles and self-insured retentions applicable to the required insurance coverage. The Contractor bears full responsibility for all costs, losses, and obligations within any deductible or retention amount.

11.9 Failure to Maintain Coverage: Failure by the Contractor to procure, maintain, or timely provide evidence of required insurance constitutes a material breach of this Agreement. In the event of noncompliance, the City may withhold payment, suspend performance, or terminate the Agreement for default. Any costs incurred by the City due to the Contractor's lapse in coverage, including costs associated with securing emergency or alternative insurance, may be recovered from the Contractor.

11.10 No Limitation of Liability by Insurance: The insurance requirements established in this Agreement shall not limit or otherwise affect the Contractor's liability, warranty obligations, indemnification duties, or other responsibilities arising under the Agreement or applicable law. Insurance serves as a risk-transfer mechanism only and does not diminish the Contractor's contractual commitments.

ARTICLE 12
INDEMNIFICATION, DEFENSE, AND PERFORMANCE LIABILITY PROTECTION

12.1 Indemnification Obligation: To the extent caused by the negligent acts or omissions, recklessness, or willful misconduct of the Contractor or its officers, employees, agents, subcontractors, suppliers, or anyone directly or indirectly employed by them, the Contractor shall indemnify, defend, and hold harmless the City of South Fulton, Georgia, and its elected and appointed officials, officers, employees, agents, boards, authorities, and volunteers from and against any and all claims, demands, actions, damages, losses, liabilities, fines, penalties, costs, and expenses, including reasonable attorney fees and investigative costs, that arise out of or relate to injuries to persons (including illness or death), damage to tangible property, errors or failures in production, marketing, or operational execution, inaccurate or incomplete Deliverables, failures in Contractor performance or nonperformance under this Agreement, or the acts or omissions of Contractor personnel. This obligation includes claims arising from event-day operations, production activities, public communications, artist contracting, crowd management interactions, and any other Contractor-controlled aspect of the concert program.

12.2 Defense and Tender Process: Upon receiving written tender from the City, the Contractor shall provide written acknowledgment within five (5) business days and promptly assume the defense of the claim with counsel reasonably acceptable to the City. The Contractor shall keep the City adequately informed of the status of the defense, provide updates upon request, and cooperate fully with any City inquiry. The Contractor shall not settle any claim in a manner that imposes liability, obligations, or restrictions upon the City without first obtaining the City's written consent.

12.3 **City Participation:** The City may elect to participate in the defense of any claim with counsel of its choosing, at its own expense, without relieving the Contractor of its obligation to provide full defense and indemnity to the extent required under this Agreement. The Contractor remains fully responsible for all defense and indemnification obligations to the extent its conduct gives rise to the claim.

12.4 **Settlement Restrictions:** The Contractor shall not enter into any settlement, stipulation, or agreement that imposes any financial obligation, admission of liability, operational restriction, confidentiality requirement, injunctive relief, or any other burden on the City or its indemnitees without the City's prior written consent. Any settlement reached without such consent shall be void and unenforceable as to the City.

12.5 **Intellectual Property and Creative Content Protection:** The Contractor shall indemnify and defend the City against any claim that marketing materials, digital assets, creative content, production materials, branding, artwork, or other content provided or used by the Contractor under this Agreement infringes any copyright, trademark, patent, or other proprietary right. This obligation applies except where the alleged infringement is caused solely by unmodified City-provided artwork. If any infringement claim arises, the Contractor shall, at its own expense and at the City's election, secure the right for the City to continue using the content, replace it with a non-infringing equivalent of equal or greater quality, or reimburse the City for related costs and remove or discontinue the infringing content.

12.6 **Workers Compensation Claims:** This indemnity extends to any claim arising under workers' compensation or employer liability laws to the extent such claim results from the acts or omissions of the Contractor or its personnel. The Contractor waives any right of recovery against the City for such claims, including rights of subrogation as permitted by law.

12.7 **No Limitation:** The Contractor's indemnification and defense obligations under this Article are independent of, and shall not be limited by, the insurance requirements of this Agreement, the availability of insurance proceeds, or any limitation of liability contained in Contractor or vendor documentation. These obligations survive termination or expiration of the Agreement.

ARTICLE 13
DEFAULT, CURE, AND TERMINATION

13.1 **Events of Default:** Each of the following constitutes a material breach and event of default under this Contract:

13.1.1 Repeated failure by the Contractor to meet required deadlines for Deliverables, production milestones, marketing submissions, settlement reports, or any other time-sensitive obligation;

13.1.2 Repeated submission of inaccurate, incomplete, or nonconforming Deliverables, including incorrect or defective production plans, event operating plans, Artist Approval Packages, marketing assets, or settlement documentation;

13.1.3 Failure to timely correct deficiencies or implement required corrective actions;

13.1.4 Failure to maintain required reporting capabilities or to support essential coordination with the City's ticketing or event management systems;

13.1.5 Submission of invoices containing unauthorized costs, unallowable reimbursements, or repeated noncompliance with invoicing requirements;

13.1.6 Failure to maintain required insurance or provide required endorsements.

13.1.7 Violation of applicable law, including but not limited to immigration compliance, nondiscrimination obligations, or public safety requirements; or

13.1.8 Insolvency, bankruptcy, or assignment for the benefit of creditors.

Any conduct that jeopardizes event execution, artist relations, public safety, or the City's operations may also constitute a default.

13.2 **Notice of Default and Cure:** Upon written notice of default from the City, the Contractor shall cure the default within ten (10) calendar days of receipt of such notice. If the nature of the default reasonably requires additional time for correction, the Contractor shall, within the initial cure period, submit a written cure plan that is acceptable to the City and shall diligently prosecute the cure to completion within the City-approved timeframe. Acceptance of a cure plan is within the City's sole discretion, and failure to submit or implement an acceptable plan constitutes an uncured default.

13.3 **Termination for Cause:** The City may terminate this Agreement for cause by written notice if Contractor fails to cure within the cure period or fails to comply with an approved cure plan. Upon termination for cause, the City may procure substitute goods and services and recover from Contractor any excess costs and damages to the extent permitted by law, in addition to other remedies.

13.4 I**mmediate Termination:** The City may terminate immediately upon written notice if Contractor (1) engages in fraud, dishonesty, or a conflict of interest related to this

Agreement; (2) delivers counterfeit goods or materially misrepresents compliance; (3) repeatedly performs unauthorized substitutions after written notice to stop, or four, fails to maintain required insurance after notice.

13.5 **Termination for Convenience:** The City may terminate this Agreement in whole or in part for convenience upon thirty (30) days written notice. As the City's sole liability and Contractor's sole remedy, the City shall pay for conforming Goods delivered and accepted prior to the effective date of termination. Contractor waives claims for lost profits on undelivered items and waives consequential damages.

13.6 **Transition Assistance:** Upon receipt of a notice of termination or upon expiration of the Agreement, the Contractor shall fully cooperate with the City to ensure an orderly transition of services. Such cooperation may include providing status reports, current event information, updated schedules, deliverables in progress, and other materials necessary for continuity of event operations. The Contractor shall comply with all applicable confidentiality and data protection requirements during transition.

13.7 **Effect of Termination:** Termination or expiration of this Agreement shall not affect any rights, obligations, or liabilities that accrued prior to the effective date of termination or expiration. The Contractor remains responsible for all obligations arising from performance prior to termination.

13.8 **Survival:** Provisions regarding pricing integrity, audit rights, confidentiality, data protection, indemnification, warranties, insurance obligations, dispute resolution, records retention, reimbursement of unallowable costs, and any other obligations that by their nature are intended to survive termination or expiration shall remain in full force and effect to the extent applicable.

ARTICLE 14
DISPUTES

14.1 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflict of laws principles.

14.2 **Venue and Jurisdiction:** The Parties submit and consent to the exclusive jurisdiction and venue of the Superior Court of Fulton County, Georgia, or, where federal jurisdiction applies, the United States District Court for the Northern District of Georgia, for any action arising out of or relating to this Agreement.

14.3 **Dispute Escalation:** The Parties shall use commercially reasonable efforts to resolve

disputes through executive level escalation prior to filing litigation, provided that either Party may seek immediate equitable relief to prevent irreparable harm or to preserve rights.

14.4 **Sovereign Immunity:** Nothing in this Agreement is intended to, or shall be construed to waive, restrict, or diminish the City's sovereign immunity, governmental immunity, or official immunity under the Constitution and laws of the State of Georgia. No waiver of immunity shall be implied by any provision of this Agreement, by the purchase of insurance, by the payment of funds, or by the conduct of the City.

14.5 **Notices:** Any notice required or permitted under this Agreement shall be in writing and delivered by certified mail return receipt requested, nationally recognized overnight courier, or personal delivery to the addresses stated in the signature block. Email may be used for courtesy copies only and shall not constitute formal notice unless the receiving Party confirms receipt in writing.

14.6 **Entire Agreement; Amendments; No Oral Modifications:** This Agreement, together with all Contract Documents incorporated herein, constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous discussions, negotiations, representations, or understandings, whether written or oral, relating to the subject matter. No amendment, modification, waiver, or change to this Agreement shall be valid unless set forth in a written instrument executed by the City's authorized signatory and the Contractor's authorized signatory. Oral statements, email exchanges, online portal terms, invoices, acknowledgements, or other documents not executed by the authorized signatories of both Parties shall not modify or affect the terms of this Agreement.

14.7 **Severability:** If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

ARTICLE 15
CONTRACT DOCUMENTS, ORDER OF PRECEDENCE, AND SOLICITATION INTEGRITY

15.1 The Contract Documents consist solely of the documents expressly identified in this Article, each properly referencing the solicitation number and title applicable to this Agreement. Only those documents listed by name and incorporated by reference form part of the Agreement, and any clerical reference to unrelated solicitations or documents shall have no force or effect. The Parties agree that any such erroneous reference shall be treated as a clerical error and corrected prior to execution or through written clarification without altering the obligations, pricing, or scope of this Agreement.

15.2 **Exclusion of Unapproved Terms:** Any term or condition appearing in Contractor quotations, acknowledgements, invoices, purchase confirmations, vendor or artist forms, online portal terms, click-through agreements, browse-wrap or shrink-wrap terms, credit or financing terms, liability disclaimers, warranty limitations, lien or security interest terms, arbitration provisions, venue or governing law clauses, interest terms, attorneys' fees provisions, or any manufacturer or third-party documents is expressly rejected and shall have no force or effect to the extent inconsistent with the Contract Documents. Only those terms expressly accepted by the City in a written amendment executed by the City's authorized signatory shall modify or supplement this Agreement.

15.3 Order of Precedence. In the event of any conflict, inconsistency, or ambiguity among the Contract Documents, the following order of precedence shall control:

15.3.1 This fully executed Agreement, including all Exhibits, Appendices, and incorporated attachments;

15.3.2 Any written amendments or modifications executed by the City and the Contractor;

15.3.3 City of South Fulton RFP 27-04, Event Management, Talent Procurement, Concert Production, and Promotional Services for Wolf Creek Amphitheater, including all addenda;

15.3.4 The Contractor's Proposal submitted in response to RFP 27-04, but only to the extent expressly accepted by the City and not inconsistent with this Agreement or higher-ranking documents;

15.3.5 Any City-issued Notices to Proceed, purchase orders, or written authorizations.

Any contrary or inconsistent term appearing in a document not listed above shall be void and unenforceable.

15.4 **Solicitation Integrity and Correction of Clerical References:** Any reference within this Agreement or its Contract Documents to a solicitation number or title other than RFP 27-04, Event Management, Talent Procurement, Concert Production, and Promotional Services for Wolf Creek Amphitheater, shall be deemed a clerical error and automatically replaced with the correct solicitation reference. No erroneous reference shall expand, limit, modify, or alter the Contractor's obligations, pricing, responsibilities, or the scope of Services. Such clerical errors shall not incorporate any other solicitation, proposal, exhibit, or procurement into this Agreement.

ARTICLE 16
COMPLIANCE, E VERIFY, NONDISCRIMINATION, OPEN RECORDS, AND PUBLICITY

16.1 **Nondiscrimination:** During performance of this Agreement, Contractor shall not discriminate against any person on the basis of race, color, national origin, sex, age, religion, disability, or any other status protected by applicable law, and shall comply with all applicable civil rights and nondiscrimination requirements. Contractor shall flow down these obligations to subcontractors and suppliers at every tier.

16.2 **Open Records Cooperation:** Contractor acknowledges the City is subject to the Georgia Open Records Act. Contractor shall cooperate with City responses to lawful records requests and shall provide responsive Contract related records in Contractor's possession, custody, or control within the timeframe directed by the City, not to exceed three (3) business days after City request, in searchable electronic format where available."

16.3 **Definition of Confidential Information:** Confidential Information means nonpublic information disclosed by either Party that is marked confidential or reasonably understood to be confidential given the nature of the information and circumstances of disclosure, including trade secrets, proprietary business information, pricing structures not publicly available, technical processes, and protected personal information.

16.4 **Exclusions:** Confidential Information does not include information that is publicly available, independently developed without use of protected information, lawfully obtained from a third party without restriction, or required to be disclosed under applicable law.

16.5 **Contractor Confidentiality Obligations:** Contractor shall protect City Confidential Information using commercially reasonable safeguards, shall restrict access to personnel with a legitimate business need, and shall not disclose or use such information except as necessary to perform this Agreement.

16.6 **City Disclosure Limitations:** The Parties acknowledge the City is subject to the Georgia Open Records Act. Contractor understands the City cannot guarantee confidentiality beyond what is permitted by law.

16.7 **Open Records Coordination:** If the City receives a records request for Contractor marked proprietary information, the City may provide Contractor notice consistent with City policy. Contractor bears responsibility for asserting any applicable exemption and providing legal justification.

16.8 Improper Designation Prohibited: Contractor shall not designate entire documents, catalogs, price schedules, or proposals as confidential. Only specific proprietary sections may be marked. Over designation shall not bind the City.

16.9 Data Protection and Use Restrictions: Contractor shall not sell, distribute, mine, analyze, or use City or employee ordering data for marketing, profiling, or any nonperformance purpose.

16.10 Security Safeguards: Contractor shall implement reasonable administrative, technical, and physical safeguards to protect City data, including protection against unauthorized access, disclosure, or misuse.

16.11 Security Incident Notification: Contractor shall notify the City within forty-eight (48) hours of discovering any suspected unauthorized access, disclosure, or compromise of City data.

16.12 Confidentiality and Marking: If Contractor contends any portion of its submission or deliverables is exempt from disclosure, Contractor shall clearly mark the specific pages and sections, provide a written justification citing the claimed exemption, and provide a redacted copy suitable for release. Failure to properly mark and justify is a business risk borne by Contractor.

16.13 Publicity and Use of City Name: Contractor shall not make public announcements, issue press releases, use the City name or logos, or communicate with the media regarding this Agreement without the City's prior written consent, except as required by law.

ARTICLE 17
FEDERAL WORK AUTHORIZATION

17.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10- 1-.02: The City cannot enter a Contract for the physical performance of services unless the Contractor and its Sub-Contractor register and participate in the Federal Work Authorization Program to verify specific information on all new employees.

17.2 Execution Condition: Contractor shall provide all required Federal Work Authorization affidavits before execution of this Agreement and shall obtain required affidavits from all subcontractors performing services under this Agreement before such subcontractors begin work. Failure to provide required affidavits is a material breach and grounds for withholding issuance of Orders, suspension, or termination.

17.3 **Flowdowns for Federally Funded Purchases:** If any purchase under this Agreement is funded in whole or in part with federal funds, Contractor shall comply with applicable federal requirements and flowdowns communicated by the City in the applicable Order or award documentation, and Contractor shall ensure subcontractors and suppliers comply as required.

ARTICLE 18
INTELLECTUAL PROPERTY, CITY INSIGNIA, AND BRAND USE RESTRICTIONS

18.1 **City Ownership:** All City names, logos, seals, insignia, venue marks, artwork, taglines, brand standards, and any other City-owned or City-controlled intellectual property (collectively, "City Marks") are and shall remain the exclusive property of the City or of any designated rights holder. Nothing in this Agreement conveys or grants to the Contractor any ownership interest, title, or rights in the City Marks.

18.2 **Limited License for Performance Only:** The City grants the Contractor a limited, nonexclusive, nontransferable, and revocable license to use the City Marks solely to the extent necessary to perform Services under this Agreement, including preparing marketing materials, event promotional assets, ticketing graphics, signage, production documentation, and other deliverables requiring the display of City branding. This license is restricted to performance of the Agreement and does not authorize any other use.

18.3 **Prohibited Uses:** The Contractor shall not use, nor permit its subcontractors, vendors, agents, or partners to use, any City Mark for advertising, marketing, portfolio promotion, business development, social media content, press releases, website materials, interviews, or any public communication without the City's express written consent. Contractor shall not imply City endorsement of any third-party product, service, artist, brand, or event outside of the activities authorized in this Agreement.

18.4 **No Derivative Works:** The Contractor shall not modify, alter, recreate, redraw, digitize, distort, adapt, or create derivative works from any City Mark without the City's prior written approval. The Contractor shall not combine City Marks with any other branding element, including artist marks, sponsor marks, or Contractor branding, unless expressly authorized by the City in writing.

18.5 **Return and Destruction:** Upon City request, or upon expiration or termination of this Agreement, the Contractor shall promptly return or destroy all City-provided digital files, artwork, templates, brand assets, and related materials. The Contractor shall certify in writing that all City materials not required to be retained by law have been deleted from its systems and from the systems of any subcontractor or partner used in performance of this

Agreement.

18.6 Contractor Created Work Product: All artwork, creative assets, marketing content, layouts, designs, production graphics, digital files, promotional materials, or other work product created by the Contractor specifically for the City or the Wolf Creek Amphitheater program shall be deemed "work made for hire" to the fullest extent permitted by law. To the extent any such work product does not qualify as work made for hire, the Contractor hereby assigns to the City all right, title, and interest in the work product, excluding the Contractor's preexisting tools and general know-how used to create it.

18.7 Infringement Protection: The Contractor shall defend and indemnify the City against any claim that marketing materials, creative assets, production graphics, or other content furnished or developed by the Contractor infringes any copyright, trademark, or other proprietary right. This obligation does not apply where the alleged infringement arises solely from unmodified artwork or content provided directly by the City. If any claim of infringement occurs, the Contractor shall, at its expense and at the City's election, secure the right for continued use, replace the content with a non-infringing equivalent, or reimburse the City for affected costs and discontinue use.

18.8 Injunctive Relief: The Contractor acknowledges that unauthorized use, disclosure, or modification of the City Marks or creative assets may cause immediate and irreparable harm to the City. Accordingly, the City may seek injunctive or equitable relief, in addition to any other rights or remedies available under this Agreement or applicable law.

ARTICLE 19
MISCELLANEOUS

19.1 Assignment: The Contractor shall not assign, delegate, subcontract, or transfer any material obligation, right, or interest under this Agreement without the City's prior written consent. Any attempted assignment or transfer made without such consent shall be null, void, and without effect.

19.2 Independent Contractor: The Contractor is an independent contractor and not an employee, agent, representative, partner, or joint venturer of the City. Nothing in this Agreement grants the Contractor authority to bind the City or act on the City's behalf except where expressly stated. The Contractor is solely responsible for the direction and control of its personnel, subcontractors, and operations.

19.3 Subcontractor Responsibility: The Contractor remains fully responsible for the acts, omissions, performance, and compliance of all subcontractors, vendors, consultants, and

any other third parties engaged by or acting on behalf of the Contractor in connection with this Agreement. The Contractor shall ensure all such parties comply with the requirements of this Agreement, including insurance, confidentiality, safety, and performance obligations.

19.4 **Force Majeure:** Neither Party shall be deemed in default for failure to perform obligations under this Agreement when such failure is caused by events beyond the reasonable control of the affected Party, including acts of God, natural disasters, war, terrorism, pandemics or epidemics, civil disturbances, labor disputes not caused by the affected Party, governmental orders, or other events that could not have been reasonably foreseen or prevented. The affected Party shall promptly notify the other Party of the force majeure event and shall use commercially reasonable efforts to mitigate its impact. Force majeure shall not excuse the Contractor from obligations arising prior to the event or relieve the Contractor from the requirement to safeguard City property or data.

19.5 **Waiver:** The City's failure to enforce any provision of this Agreement shall not constitute a waiver of its right to enforce that provision or any other provision in the future. Any waiver by the City must be in writing and executed by the City's authorized signatory to be valid.

19.6 **No Third Party Beneficiaries:** This Agreement is intended solely for the benefit of the Parties and does not create any rights or remedies for any third party, including but not limited to vendors, subcontractors, or members of the public.

19.7 **Counterparts and Electronic Execution:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures and electronically delivered executed copies shall be deemed valid and binding to the fullest extent permitted by law.

19.8 **Contract Interpretation:** Headings and section titles are included for convenience only and shall not affect the interpretation of this Agreement. No presumption shall apply that any ambiguity is to be construed against the drafter, and this Agreement shall be interpreted according to its plain meaning and the mutual intent of the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the date written above.

CITY OF SOUTH FULTON, GEORGIA

BY:_____

Carmalitha Gumbs, City Mayor
City of South Fulton, Georgia

Date:_____

Attest:

_____

Corey Adams, City Clerk

Approved as to form:

_____

Sara D. E. Kelly, City Attorney

VENDOR

BY_____

Signature

Name: _____

Title: _____

Date: _____

Exhibit A
Scope of Work

SCOPE OF WORK
RFP 27-04 EVENT MANAGEMENT, TALENT PROCUREMENT, CONCERT PRODUCTION, AND PROMOTIONAL SERVICES FOR WORLF CREEK AMPHITHEATER

1. Purpose and Background

The City seeks a single accountable Contractor to provide integrated event management, talent procurement, concert production, and promotional services for Wolf Creek Amphitheater. The Contractor shall coordinate its work with the City's designated Contract Administrator, venue operations, ticketing provider, public safety personnel, and other authorized City representatives.

The venue has a seating capacity of up to 5,400. The anticipated season runs from April through October. The Contractor shall secure, market, produce, and execute at least twelve (12) City-approved live concerts, festivals, live entertainment, and community events during the Contract Season. The City does not guarantee attendance, ticket revenue, sponsorship revenue, profitability, or approval of any proposed artist, date, budget, or commitment. All City obligations remain subject to appropriation, funding availability, and required approvals.

2. Operational and Staffing Requirements

The Contractor shall provide an integrated operating structure with qualified leadership and sufficient event-day personnel. Key functions shall include talent buying, marketing, social media, graphic design and copy review, technical production, ticketing coordination, financial settlement, and event-day leadership. Subcontractors require prior

City approval and do not relieve the Contractor of responsibility.

For each event, the Contractor shall submit a staffing matrix showing the number, role, reporting relationship, arrival time, release time, and responsibility of each production and operational position.

3. Talent Procurement and Management

The Contractor shall identify, solicit, negotiate, contract, and manage City-approved artists. Before issuing a binding offer, executing an artist agreement, or committing City funds, the Contractor shall submit an Artist Approval Package containing the proposed

artist, date, guarantee, deposit schedule, material rider obligations, event budget, ticket assumptions, cancellation terms, and proposed contracting party.

The Contractor is an independent Contractor and has no authority to bind the City, execute an agreement in the City's name, or commit City funds without written authorization from an authorized City representative.

The Contractor shall manage technical and hospitality riders, negotiate cost reductions, identify unusual risks, maintain complete artist contract records, and pursue all refunds, credits, rescheduling rights, and recoveries attributable to City-funded commitments.

4. Technical Production

The Contractor shall furnish and manage professional sound reinforcement, staging, backline, lighting, video, rigging, power distribution, monitoring, mixing, microphones, qualified technicians, setup, live operation, and strike necessary for each approved concert.

The Contractor shall comply with venue technical requirements, structural loading limitations, electrical requirements, sound limits, curfews, permits, accessibility requirements, fire and life-safety requirements, and all applicable laws and professional standards.

The Contractor shall submit equipment inventories, rigging and structural compliance protocols, power distribution plans, backup power integration, and a sound mitigation plan addressing real-time monitoring and off-site sound bleed.

5. Marketing and Promotions

For each concert, the Contractor shall submit a comprehensive Marketing Plan and platform-ready creative assets no later than forty-five calendar days before the planned public ticket on-sale date, unless the City approves another schedule in writing.

The Marketing Plan shall address paid and organic digital media, traditional media, radio, television, print, out-of-home advertising, statewide audience development, influencer and ambassador networks, email and SMS databases, community outreach, budget by channel, conversion tracking, and measurable performance targets.

No City-branded or venue-branded material may be published without written City approval. Approval does not relieve the Contractor of responsibility for accuracy, permissions, intellectual property rights, or legal compliance.

6. Ticketing and Data

The City shall control the official ticketing platform through its designated provider. The Contractor shall coordinate inventory, creative assets, promotions, reporting, and event settlements through the City-authorized platform and shall not create competing inventory, redirect sales, add undisclosed fees, or use customer data for unrelated purposes. City ticketing data shall be the authoritative source for ticket sales, paid attendance, refunds, chargebacks, complimentary tickets, and settlement, unless a documented error is identified and accepted by the City.

7. Event Operations and Public Safety Coordination

The Contractor shall provide a detailed event-day operating plan covering front-of-house operations, backstage credentialing, barricades, artist ingress and egress, vehicle and truck movements, load-in, soundcheck, doors, show operations, curfew, load-out, and community-impact controls.

The Contractor shall participate in City-led operational briefings and follow the approved incident command structure. The City retains authority over public safety, emergency response, evacuation, shelter-in-place, venue closure, and reentry decisions.

8. Financial Architecture and Cost Controls

The City may establish a Talent Procurement Fund in an amount not to exceed $300,000 for the Contract Season. The Fund may be used only for City-approved artist guarantees, deposits, and directly related talent charges. It is a not-to-exceed authorization and not a guaranteed expenditure.

The Contractor shall not incur a reimbursable cost unless the cost is necessary, reasonable, allocable to an approved event, supported by source documentation, within an approved category and cap, and authorized before commitment. Discounts, rebates, refunds, credits, commissions, and recoveries shall reduce the corresponding reimbursable cost.

The Contractor shall disclose all fees, commissions, markups, affiliate charges, related-party transactions, sponsorship revenue, merchandise revenue, concessions, parking revenue, ticketing deductions, and other event revenue or cost treatment in the Financial Proposal.

Revenue shall be applied through the settlement waterfall approved in the executed Contract.

Before release, Finance and Legal must approve the defined revenue base, allowable deductions,

City recoupment priority, Contractor compensation, and the allocation of the stated 70/30 revenue Share.

9. Settlement, Records, and Audit

The Contractor shall submit a preliminary event settlement within five business days after each concert and a complete final event settlement within thirty calendar days. Each settlement shall reconcile to City ticketing data and include artist agreements, invoices, proof of payment, payroll support, media invoices, revenue records, rebates, refunds, credits, commissions, and related-party transactions.

The City and its authorized auditors may inspect, copy, and audit all records supporting compensation, reimbursement, revenue, ticketing, and performance. Unsupported or unallowable amounts are subject to withholding, recovery, and offset as permitted by the Contract and law.

10. Performance Management

The Contractor shall provide a season master schedule and monthly performance dashboard addressing artist commitments, milestone status, marketing activity, ticket sales, paid attendance, capacity utilization, budget variance, safety incidents, customer issues, and corrective actions.

The average Paid Attendance Rate target shall be established by Executive approval and shall be no less than eighty-five percent (85%), with a target of ninety percent (90%) to one hundred percent (100%) preferred. Paid Attendance Rate means paid tickets scanned at entry divided by the approved sellable capacity, excluding complimentary tickets, production holds, obstructed-view inventory, and seats unavailable for safety or production reasons.

The selected consultant shall maintain Professional Liability, General Liability, Workers Compensation, and Automobile Liability coverage in accordance with City requirements.

11. Cancellation and Risk Allocation

The executed Contract shall allocate financial responsibility separately for artist default, Contractor default, City-directed cancellation, unsafe conditions, severe weather, force majeure, and inadequate ticket sales. No cancellation cost is reimbursable unless the underlying commitment was authorized and the cost is allowable under the Contract.

12. Deliverables

Required deliverables include the mobilization plan, season master schedule, Artist Approval Packages, executed artist agreements, marketing plans, creative assets, technical production plans, staffing matrices, event operating plans, emergency coordination protocols, event settlements, season settlement, performance dashboards, incident reports, and corrective action plans.

13. Contract Term

The anticipated initial term covers one Contract Season, with up to four optional one-season renewals at the City's sole discretion. No renewal is automatic.

14. City Rights

The City reserves all rights stated in the Contract, including approval of artists, event dates, budgets, marketing materials, Subcontractors, key personnel, operating plans, and material third-party commitments.

Exhibit B

PRICING SCHEDULE

Exhibit C
Technical Production and Safety Requirements

Exhibit D

Insurance Requirements

INSURANCE REQUIREMENTS

The insurance requirements set forth herein are intended to address the risks associated with live event management, talent procurement, concert production, marketing, event-day operations, equipment, vehicles, customer data, and subcontracted services under the resulting Contract.

The Contractor remains responsible for its acts, omissions, Subcontractors, vendors, equipment, and third-party commitments regardless of insurance coverage.

No Bid, Performance, or Payment Bonds shall be required for this Contract.

A. Insurance Requirements

1. Statutory Workers' Compensation Insurance

Employers Liability:

- Bodily Injury by Accident – $500,000 each accident;
- Bodily Injury by Disease – $500,000 policy limit; and
- Bodily Injury by Disease – $500,000 each employee.

2. Commercial General Liability Insurance

- $1,000,000 limit of liability per occurrence for bodily injury and property damage.
- $2,000,000 aggregate

2.1. The following additional coverage shall apply:

2.1.1 The City shall be endorsed as an Additional Insured on the General Liability policy, with coverage provided on a primary and non-contributory basis;

2.1.2 1986 or later ISO Commercial General Liability Form;

2.1.3 Blanket Contractual Liability;

2.1.4 Broad Form Property Damage;

2.1.5 Severability of Interest; and

2.1.6 Personal Injury, where applicable.

3. Automobile Liability Insurance

3.1. $2,000,000 limit of liability per occurrence for bodily injury and property damage, covering all owned, non-owned, leased, hired, and borrowed vehicles used in connection with the Services.

3.2. The City shall be endorsed as an Additional Insured where applicable.

3.3. Contractual Liability.

The City of South Fulton shall be shown as an Additional Insured on the General Liability and Automobile Liability policies, as applicable, and noted accordingly on the Certificate of Insurance.

4. Professional Liability

The Contractor shall maintain coverage appropriate to its professional, promotional, media, talent procurement, and event management exposures with limits approved by Risk Management.

Coverage shall address negligent acts, errors, omissions, advertising injury, media content, and professional services arising from the Contractor's performance, where applicable.

5. Cyber Liability and Privacy Liability

The Contractor shall maintain cyber and privacy liability coverage with limits approved by Risk Management when the Contractor accesses ticketing, customer, payment, credentialing, or other protected data.

The cancellation provision shall provide thirty (30) days' notice of cancellation, except as otherwise permitted by applicable law or insurer requirements.

Certificate Holder:
City of South Fulton
4715 Frederick Drive SW
South Fulton, GA 30336

6. The insurance company, except the Workers' Compensation carrier, must have an A.M. Best Rating of A-10 or higher. Certain Workers' Compensation funds may be acceptable with the approval of the City's Risk Management Division. European markets, including those based in London, and domestic surplus lines markets operating on a non-admitted basis may be exempt from this requirement provided the Consultant's broker or agent provides financial information demonstrating financial strength equivalent to an A.M. Best rating of A-10 or higher.

7. The insurance company shall be licensed to do business in the State of Georgia, except where otherwise permitted by applicable law.

7. Certificates of Insurance and subsequent renewals shall reference the specific Contract by project name and solicitation/contract number.

9. The Contractor shall provide complete certified copies of current insurance policies or a certified letter from the applicable insurance company upon request by the City to verify compliance with these requirements.

10. All insurance coverage required to be provided by the Consultant shall be primary over any insurance program carried by the City, where applicable.

11. The Contractor shall incorporate applicable insurance requirements into each Subconsultant agreement and shall require each Subconsultant to maintain insurance appropriate to the services performed. The Consultant shall remain responsible for ensuring that required insurance is maintained by its Subconsultants.

12. The Contractor and applicable Subconsultants shall not commence Services under the resulting Contract until all required insurance requirements have been satisfied and evidence of coverage acceptable to the City has been provided.

13. The Contractor shall waive all rights of subrogation against the City, its Council Members, officers, officials, employees, and volunteers for losses arising from Services performed by the Consultant for the City, to the extent permitted by applicable law and available under the applicable insurance policies.

14. The Contractor shall make available to the City, through its records or those of its insurer, information regarding a specific claim related to Services performed under the Contract, subject to applicable law and policy provisions.

15. Compliance by the Contractor and its Subcontractors with the foregoing insurance requirements shall not relieve the Consultant or any Subconsultant of any liability or obligation under the resulting Contract.

16. The Contractor and its Subcontractors shall comply with the Occupational Safety and Health Act of 1970 and all other applicable federal, state, and local laws, regulations, and safety requirements.

17. The Contractor shall, at a minimum, maintain risk management practices consistent with generally accepted practices applicable to its industry and the Services performed under the Contract.

All other terms, conditions, and requirements of this Contract remain unchanged.

_____

Name of Company / Firm / Organization

_____

Printed Name of Authorized Rep. / Title Signature of Authorized Representative

Exhibit E
Solicitation and Award Documents

1. City of South Fulton, RFP 27-04 Event Management, Talent Procurement, Concert Production, And Promotional Services for Wolf Creek Amphitheater, including issued addenda.

2. Contractor Final Response to RFP 27-04 Event Management, Talent Procurement, Concert Production, And Promotional Services for Wolf Creek Amphitheater, as accepted by the City.