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Board of Commissioners  
Agenda Item Transmittal Form  
Procurement/Contract Transmittal Form

Ratification

Type of contract: 1 year  Multi-year  Single Event  Contract #: \_\_\_\_\_  
 BOC Approval Date: \_\_\_\_\_

<input type="checkbox"/> <b>Submission Information</b> Contact Name: Kimberly Redd Department: Talent Management Project Title: B.R.I.D.G.E. Retreat Funding Account Number: Contract amount: 18,084.00 Contract Type: Goods ( ) Services (x) Labor ( ) Contract Action: New (x) Renewal ( ) Change Order ( ) Original Contract Number: 2023-148	<input type="checkbox"/> <b>Vendor Information</b> Vendor Name: Crowne Plaza Atlanta SW Address: 201 Aberdeen Parkway, Peachtree City, GA Address: Email: Lucinda.costlow@apsilonhotels.com Phone #: 470-390-5561 Contact: Term of contract:
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<b>Finance Director Signature</b> I have reviewed the attached contract, and the amount is approved for processing. Signature: <u>[Signature]</u> Date: <u>9/28/2023</u>	<b>Procurement Manager Signature</b> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. Signature: <u>[Signature]</u> Date: <u>9/28/23</u>
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Updated contract with finalized participation

Rescind C-2023-148 and replace with this contract. ym

Department Head/Elected Official Signature:

[Signature]

Date:

9/27/23

2023 527

### CONTRACT

**DATE:** September 27, 2023  
**GROUP NAME:** Rockdale County  
**POST AS:** Rockdale County  
**MEETING DATES:** October 4-6, 2023  
**CONTACT:** Kimberly Redd  
**TITLE:** Deputy Director, Department of Talent Management  
**ADDRESS:** 958 Millstead Ave, NE  
 Conyers, GA 30012  
**E-MAIL:** kimberly.redd@rockdalecountyga.gov  
**PHONE:** (770) 278-7575  
**FAX:** (770) 278-8952  
**SALES MANAGER:** Lucinda Costlow

Pursuant to this contract, once accepted, Rockdale County will hold a meeting rooms at Crowne Plaza Atlanta SW Peachtree City

#### EVENT DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory the following based on our understanding of your requirements and will consider sold to you:

TYPE	Wednesday 10/4/2023	Thursday 10/5/2023	Friday 10/6/2023	Total	Rate	Rate With Tax	Estimated Total With Tax
Single CMP	33	33	Check Out	66	\$269.00+ tax per person per night	\$274.00 per person per night	\$18,084.00

The guestroom rate quoted above is subject to Georgia occupancy tax of 8% and Georgia sales tax of 7% plus an additional \$5.00 per room, per night Georgia fee. Should the tax rates increase/decrease, taxes on the guestrooms will be based on the prevailing rate at the time of your meeting.

The guestroom portion of the meeting package rate quoted above is subject to Georgia occupancy tax of 8% and Georgia sales tax of 7% plus an additional \$5.00 per room, per night Georgia fee. The remaining portion of the package rate is subject to the Georgia sales tax of 7%

Your group rates will be honored for your attendees on the dates contracted above. Requested reservations prior to arrival and after departure are based on availability.

#### CONCESSIONS

\* Room portion of CMP will be charged to the individuals. They will need to present their tax exempt papers at check in in order to not pay taxes. This estimated to total is \$8,184.00 that will be paid by the individual attendees.

\* The package portion of the CMP will be billed to the master account. The county tax exempt forms should be returned with the signed contract. The estimated to total being billed to the master account is \$9,900.00

Initials: \_\_\_\_\_

CMP - Complete Meeting Package

Includes: a meeting room, a break out room for every 20 attendees, overnight accommodations, dinner, breakfast and lunch, (all meals in Two 01 restaurant) continuous Break Service\* and the following standard audio-visual equipment: in one meeting room of your choice, wireless internet, projector (groups of 20 or more only), player, wireless microphone (handheld), projection screen, power strip, 2 flipcharts with stands, masking tape, dry erase markers, interface and labor associated with CMP equipment.

\*The morning break includes chef's choice of assorted pastries, morning food items and a hot breakfast item.

\*The afternoon break includes chef's choice of assorted afternoon snack items and a hot afternoon item.

- \* Should the group have less than 25 guaranteed people for any one meal period, the hotel reserves the right to provide a full cooked-to-order menu to include salad and soup bar. Special dietary requirements will be provided, please notify your conference service manager 72 hours prior to meal function.

All package meals will be provided in the Two 01 Restaurant. Select menu options and private functions are available upon request at an additional charge.

An Administrative Service Fee of 24% of the total food and beverage revenue (outside of package items) plus applicable taxes which will be retained by Crowne Plaza Atlanta SW Peachtree City to cover discretionary costs of any event. The Administrative Charge is not a tip, gratuity or service charge for employees.

**TAX EXEMPT STATUS**

If your group is tax exempt, you must provide Crowne Plaza Atlanta SW Peachtree City with a valid Georgia tax exemption certificate with the signed contract. All groups must pay the Georgia Hotel Motel Fee of \$5.00 per room per night.

**ROOM RESERVATION PROCEDURES**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. Crowne Plaza Atlanta SW Peachtree City has no obligation to provide room nights beyond those contained in the room block. A credit card will be required to guarantee all rooms. Guestrooms may be cancelled up to 48 hours prior to arrival at no charge. Cancellations must be made by 6:00 pm prior the day of arrival or a charge of one (1) nights room and tax will be charged to the card on file.

**INDIVIDUAL CALL IN**

It is our understanding that reservations for your group will be *Individual Call In*. Your guests will be phoning in their reservation requests to the following numbers: **770-487-2666** or **1-877-227-6963** or the reservation can be made online at a link that will be provided by your Conference Planning Manager. Crowne Plaza Atlanta SW Peachtree City does not confirm reservations to the individual in writing.

**ROOMING LIST**

It is our understanding that reservations for your group will be submitted by a *Rooming List*. Your rooming list is due 21 days prior to arrival date and should be submitted to your Conference Planning Manager. Crowne Plaza Atlanta SW Peachtree City does not confirm reservations to the individual in writing. Individual reservations will not be accepted from participants, travel agents or via the internet for your meeting.

**Twenty-one (21) days prior to your arrival date**, client will be responsible for any remaining room nights not picked up/reserved by group. Such room nights will at that date be returned to the property's general inventory. Reservation requests from your attendees received less than **twenty-one days** prior to your arrival date may be accepted at the contracted group rate based on current occupancy.

Initials: \_\_\_\_\_

**CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 3:00 PM on arrival day and reserved until 11:00 AM on departure day. Crowne Plaza Atlanta SW Peachtree City would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

**FOOD & BEVERAGE / MEETING REQUIREMENTS**

Crowne Plaza Atlanta SW Peachtree City reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. Functions must begin and end at the times specified. All meeting space is non-smoking.

Should you desire additional food and beverage services and/or meeting space beyond that specified in the contracted events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. Private dining reservations must be made in advance and are subject to the surcharge outlined in our banquet menus. Private accommodations are limited and subject to availability. Private areas are not committed unless specifically outlined in the Schedule of Events. The Crowne Plaza Atlanta SW Peachtree City reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the Crowne Plaza Atlanta SW Peachtree City meeting space to be used for your meeting may not be disseminated by the group without the Crowne Plaza Atlanta SW Peachtree City prior approval.

**SCHEDULE OF EVENTS**

Date	Start Time	End Time	Function	Room	Setup	Agr
<b>Wednesday; 10/4/2023</b>						
10/04/2023	5:00 PM	9:00 PM	CMP Dinner	201 Restaurant	Reserved	33
<b>Thursday; 10/5/2023</b>						
10/05/2023	6:00 AM	9:00 AM	CMP Breakfast	201 Restaurant	Reserved	33
10/05/2023	7:00 AM	5:00 PM	CMP Break	Break Station 2	Existing	33
10/05/2023	8:00 AM	5:00 PM	CMP Meeting	238	Classroom	33
10/05/2023	11:00 AM	2:00 PM	CMP Lunch	201 Restaurant	Reserved	33
10/05/2023	5:00 PM	9:00 PM	CMP Dinner	201 Restaurant	Reserved	33
<b>Friday; 10/6/2023</b>						
10/06/2023	6:00 AM	9:00 AM	CMP Breakfast	201 Restaurant	Reserved	33
10/06/2023	7:00 AM	1:00 PM	CMP Break	Break Station 2	Existing	33
10/06/2023	8:00 AM	1:00 PM	CMP Meeting	238	Classroom	33
10/06/2023	11:00 AM	2:00 PM	CMP Lunch	201 Restaurant	Reserved	33

**PACKAGE / ROOM BLOCK AND SERVICES COMMITMENT**

When you contract for a block of packages and/or rooms, meeting facilities and for food and beverage services, those packages, room nights, facilities and services are removed from our inventory and considered sold to you. Crowne Plaza Atlanta SW Peachtree City makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Crowne Plaza Atlanta SW Peachtree City to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted packages, room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted package or room block usage or less than contracted usage of food and beverage functions ("Attrition"). In most instances, when groups do not use their contracted packages and/or room nights or services, Crowne Plaza

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Atlanta SW Peachtree City is unable to resell those packages and/or room nights or services. When packages and/or room nights or services are resold, they are generally not sold at the same rates.

Even when packages and/or rooms or services may be resold, it is costly to market the rooms and facilities, and such efforts divert the attention of the sales staff from selling Crowne Plaza Atlanta SW Peachtree City's packages, rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the anticipated revenue shown below, which represents a reasonable effort on behalf of the conference center to establish its loss prospectively, shall be due as liquidated damages. Because Crowne Plaza Atlanta SW Peachtree City reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of packages, guest rooms, meeting room rental and food and beverage services, because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate Crowne Plaza Atlanta SW Peachtree City for all of its losses associated with cancellation and/or attrition. Cancellation amounts due may vary based on date of written cancellation. See cancellation below for specific information.

#### **ANTICIPATED REVENUE FIGURES**

Based on the provisions of this contract, Crowne Plaza Atlanta SW Peachtree City anticipates that your meeting will generate \$18,084.00; \$9,900.00 to the master account and \$8,184.00 paid by attendees. This figure shall be referred to herein as the "Anticipated Revenue Figure." An Administrative Charge of 24% of the total food and beverage revenue (for items or events outside of package) plus applicable taxes which will be retained by Crowne Plaza Atlanta SW Peachtree City to cover discretionary costs of any non-package event. The Administration Charge is not a tip, gratuity or service charge for employees. This amount is not included in the anticipated revenue figure.

#### **ATTRITION**

We agree to allow for a 20% reduction in the "Anticipated Revenue Figure", provided that you make a written request for that reduction up to 30 days prior to your arrival date. At the conclusion of your event, we will subtract the revenue derived from the provision of packages and the group will be charged any and all applicable attrition.

#### **CANCELLATION**

In the event of a group cancellation occurring **0 to 29 days** prior to arrival, liquidated damages in the amount of **100%** of the "Anticipated Revenue Figure" will be due.

In the event of a group cancellation occurring **30 to 59 days** prior to arrival, liquidated damages in the amount of **90%** of the "Anticipated Revenue Figure" will be due.

In the event of a group cancellation occurring **60 to 89 days** prior to arrival, liquidated damages in the amount of **80%** of the "Anticipated Revenue Figure" will be due.

#### **FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible.

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**BILLING PROCEDURES AND DEPOSIT SCHEDULE**

We understand that your master account charges will be billed to a credit card. Three days prior to your group's arrival date, this credit card will be authorized for estimated charges minus the deposit. Additional charges will be billed to the credit card on file after departure, if not paid in full. Please complete and return the Method of Payment form that will be emailed separately. If credit is not approved an alternate form of payment is due immediately. **Your program is not considered definite until this form has been completed and returned.**

If additional services are required or if increased attendance after receipt of your final payment causes an increase in the total amount due, payment will be due at the time of the request in order to accommodate these revisions.

The following items shall be considered your contracted **Master Account Charges**: Package portion of the CMP and any additional charges requested by on site contact.

The following charges will also be billed to your **Master Account** (if applicable): attrition charges, meeting space rental charges, cancellation charges, additional audio visual charges, additional administrative charges and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Crowne Plaza Atlanta SW Peachtree City, will be billed to the Master Account whether they have been arranged for by Crowne Plaza Atlanta SW Peachtree City or directly by the Group. A handling fee in the amount of 20 % of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of Crowne Plaza Atlanta SW Peachtree City by its vendors shall be posted to the Master Account.

The following items shall be the responsibility of the **Individual Attendee**: Incidentals and Guestroom portion of the CMP.

A credit card will be required to guarantee all room reservations. Guest accounts are payable at check-out by cash or credit card. Cancellations must be made prior to the day of arrival or a charge of one (1) nights room and tax will be charged to the card on file.

**DEPOSIT**

A nonrefundable deposit equal to 25% of estimated charges due for contracted **Master Account Charges** is due with the return of the signed Booking Agreement. At 30 days prior to the event date another non-refundable deposit equal to 25% of estimated charges will be due. For agreements signed within thirty (30) days, but more than seven (7) days prior to the event date, a deposit totaling 75% will due at time of signature. The balance due based on final guarantee is due seven (7) days prior to the event. Charges above the estimated amount due and food and beverage charges on consumption will be collected at the end of the function. **Your event is not considered definite at our facility until the initial deposit has been received.**

Transaction Type	Charge Type	Date	Amount
Deposit with Signed Contract	Credit Card	8/23/2023	\$3,750.00
Deposit 30 Days Prior to Arrival	Credit Card	9/4/2023	\$2,475.00
Final Payment 7 Days Prior to Arrival	Credit Card	10/27/2023	\$3,675.00**

**\*\*This amount may vary based upon your final guarantee.**

Initials: \_\_\_\_\_

Crowne Plaza Atlanta SW Peachtree City will charge the credit card on file on the dates listed above. If another form of payment is desired, it must be provided to us prior to the due date.

#### **AUDIO-VISUAL EQUIPMENT**

The package includes standard audio-visual equipment and supplies. Additional audio-visual equipment and services are charged accordingly. The use of any outside vendor or production company, requires advance written approval by the Crowne Plaza Atlanta SW Peachtree City. Charges incurred by an outside vendor or production company are the responsibility of the Group.

#### **TRANSPORTATION**

For your convenience, Crowne Plaza Atlanta SW Peachtree City provides transportation to and from Hartsfield-Jackson Atlanta International Airport at a charge of \$50.00 per person each way \$100.00 per person round trip. Reservations are required 7 days prior to arrival to guarantee prompt service. To avoid charges in the event of changes to your transportation reservations, or due to cancellation, all such changes and cancellations must be received by Crowne Plaza Atlanta SW Peachtree City 48 hours in advance. Flights arriving after 10:00pm and before 7:00am must make other arrangements. Your assigned Conference Planning Manager can assist you with arrangements.

#### **SMOKING, DAMAGE, NOISE CONTROL:**

Guests that smoke in the guestrooms and/or meeting rooms will be charged \$250.00 per stay. Any damages to Hotel fixtures, furniture, carpet, etc. will be charged at full repair cost and loss of revenue if guestroom and/or meeting room are removed from inventory for 48 hours or more. Hotel reserves the right to use its discretion to charge for excessive noise that results in guest complaints.

#### **SHIPPING AND RECEIVING**

Due to limitations in secured storage space, the Crowne Plaza Atlanta SW Peachtree City will only accept packages as follows:

- Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, group name, plus "Hold for Arrival Date of October 4, 2023"
- There will be a handling charge as follows:
  - \$5.00 - Small boxes
  - \$10.00 - Boxes up to 15 lbs
  - \$20.00 - Boxes up to 25 lbs
  - \$50.00 - Boxes up to 50 lbs
  - \$75.00 - Boxes up to 100 lbs

For other sized amounts, please consult your Conference Planning Manager for pricing.

Charges will be placed on master account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of Crowne Plaza Atlanta SW Peachtree City. Crowne Plaza Atlanta SW Peachtree City will not be responsible for any damages or loss to any packages or boxes.

#### **OUTSIDE CONTRACTORS**

Crowne Plaza Atlanta SW Peachtree City offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the property. Upon prior reasonable notice to Crowne Plaza Atlanta SW Peachtree City from Group, Crowne Plaza Atlanta SW Peachtree City shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Crowne Plaza Atlanta SW Peachtree City premises by other guests and members of the Crowne Plaza Atlanta SW Peachtree City. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold Crowne Plaza Atlanta SW Peachtree City harmless from

Initials: \_\_\_\_\_

any and all damages or liabilities which may arise by such contractors or through their use, and group shall ensure that any subcontractor it retains to perform work at the property shall maintain the same insurance required of the group, as specified below.

#### **INSURANCE**

Crowne Plaza Atlanta SW Peachtree City and Rockdale County each agree to carry and maintain and provide evidence of liability and other insurance in commercially reasonable amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Damage to the Crowne Plaza Atlanta SW Peachtree City premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. Crowne Plaza Atlanta SW Peachtree City is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into Crowne Plaza Atlanta SW Peachtree City, or for vehicles belonging to you or your attendees, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

Crowne Plaza Atlanta SW Peachtree City reserves the right to approve all outside contractors hired for use by the Group in Crowne Plaza Atlanta SW Peachtree City, and may have a list of approved contractors and vendors. Crowne Plaza Atlanta SW Peachtree City must be notified in advance of any proposed vendor. Crowne Plaza Atlanta SW Peachtree City reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into Crowne Plaza Atlanta SW Peachtree City. The Group and/or outside contractors must have worker's compensation insurance for employees who will work on Crowne Plaza Atlanta SW Peachtree City premises adequate general liability coverage for the Group and/or outside contractors' activities while on Crowne Plaza Atlanta SW Peachtree City's premises, and must comply with all other similar requirements Crowne Plaza Atlanta SW Peachtree City deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Crowne Plaza Atlanta SW Peachtree City services.

#### **CROWNE PLAZA ATLANTA SW PEACHTREE CITY POLICIES**

**Logo:** The Group shall not use the name, trademark or logo or any other proprietary designation of the conference center in any advertising or promotional material without the prior written permission of Crowne Plaza Atlanta SW Peachtree City. Group shall comply with the terms and conditions required by Crowne Plaza Atlanta SW Peachtree City for such use.

**Media:** Group shall not allow media to be present at Crowne Plaza Atlanta SW Peachtree City without the prior approval of Crowne Plaza Atlanta SW Peachtree City.

**Utilities:** All electrical services and utilities, including phone and riggings, must be contracted for through the Crowne Plaza Atlanta SW Peachtree City's Convention Services Department.

**Signage:** Signs and banners are not allowed in the conference center's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Conference Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

Initials: \_\_\_\_\_





**CROWNE PLAZA**  
ATLANTA SW PEACHTREE CITY

**Food Policy:** No food and/or beverage of any kind will be permitted to be brought into the Inspiration Hall or Tower Building, by the group or any of the group's guests. All food and beverage items served in public meeting rooms must be supplied and prepared by Crowne Plaza Atlanta SW Peachtree City. Food and beverage prices will be quoted no later than 3 days prior to the commencement of the function. Though the group's obligation for package and/or food and beverage revenue is set forth herein, menu selections, room requirements, and all other arrangements must be received at least fourteen (14) days prior to the meeting, and we require the guaranteed number of persons to be served at each food function 72 hours prior to the date of the function. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function.

**Deliveries to Rooms:** There will be a handling charge of \$5.00 per small box, basket, bag or other item being delivered to each room. The first 5 deliveries are FREE.

**Entertainment:** Crowne Plaza Atlanta SW Peachtree City must approve of any entertainment to be brought into the property.

**AUTHORITY**

The person signing the agreement on behalf of Crowne Plaza Atlanta SW Peachtree City and Rockdale County each warrant that they are authorized to make agreements and to bind their principals to this agreement.

**INDEMNIFICATION**

To the extent permitted by law, the Crowne Plaza Peachtree City and Rockdale County agree to participate in the defense of, at their own expense, indemnify and hold each other harmless from and against any and all liability, damage, judgement, cost or expense (including but not limited to reasonable outside attorney's fees and court costs) arising out of third party claim, out of loss due to death or personal injury to any person, damage of property or any person or corporation to the extent caused by breach by Crowne Plaza Atlanta SW Peachtree City, GA or Rockdale County to the extent caused solely by negligence, intentional act, willful misconduct, or omission of performance by either party, their respective parent company, subsidiary of affiliated entities, or its respective agents, officers, employees, contractors, representatives, assigns or guests. Any subsequent legal action by either party will be held in the State of Georgia.

Initials: \_\_\_\_\_

