

ATLANTA AIRPORT 2020 CONCESSIONS FOOD AND BEVERAGE PRE-PROPOSAL CONFERENCE

January 16, 2020



RFP-S-1200251 2020 Concessions Food & Beverage – P. Jefferson
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200252 2020 Concessions Food & Beverage – P. Jefferson
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200253 2020 Concessions Food & Beverage – P. Jefferson
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200254 2020 Concessions Food & Beverage – J. Lockett
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200255 2020 Concessions Food & Beverage – J. Lockett
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200256 2020 Concessions Food & Beverage – J. Lockett
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200257 2020 Concessions Food & Beverage – J. Lockett
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200258 2020 Concessions Food & Beverage – J. Lockett
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200259 2020 Concessions Food & Beverage – P. Jefferson
at Hartsfield-Jackson Atlanta International Airport

RFP-S-1200260 2020 Concessions Food & Beverage – P. Jefferson
at Hartsfield-Jackson Atlanta International Airport

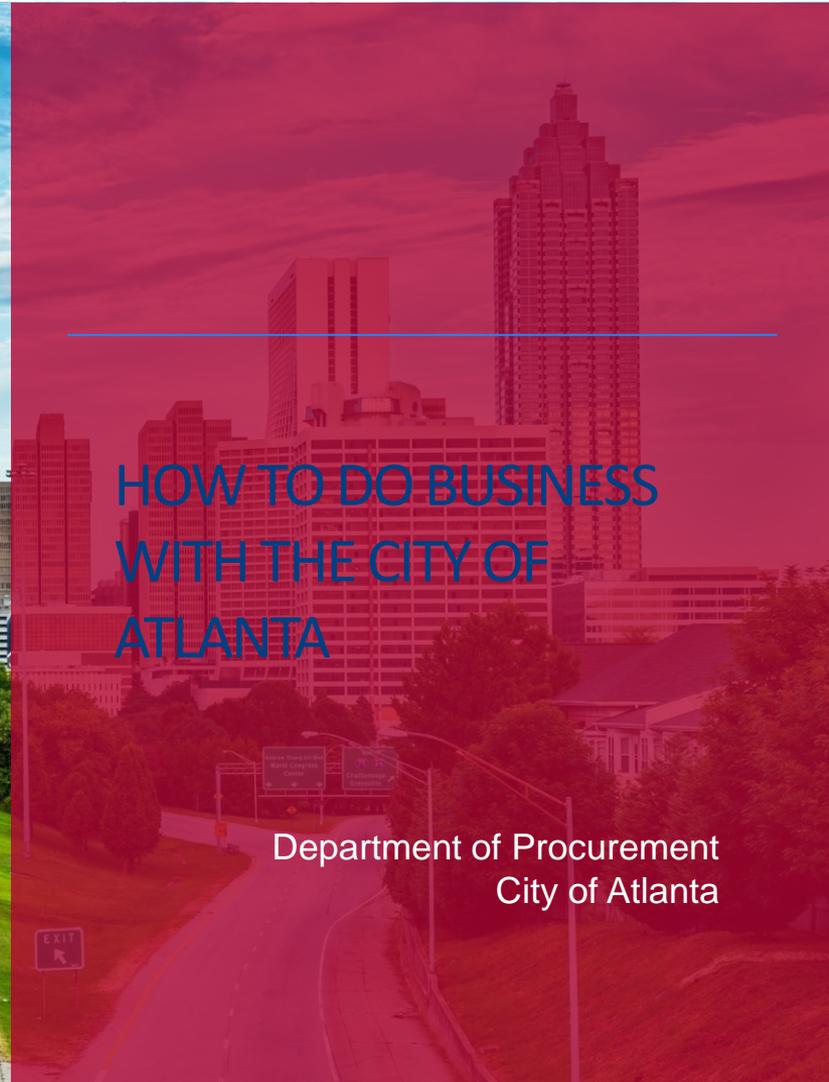
INTRODUCTIONS



Today's Program

- Department of Procurement – Joseph Lockett
- Department of Procurement – Philippe Jefferson
- Department of Procurement – Queron Wynne
- Department of Procurement – Kevin Floyd
- Office of Enterprise Risk Management – John Smith
- Office of Contract Compliance – Martin Clarke
- Office of Contract Compliance – Bruce Bell
- Office of Contract Compliance – Yvette Hawkins
- Department of Aviation – Marlene Coleman
- Department of Aviation – Pat Armes
- Department of Aviation – Demetria Wideman
- Questions/Comments





HOW TO DO BUSINESS WITH THE CITY OF ATLANTA

Department of Procurement
City of Atlanta

WHAT IS ATLCLOUD?

The City of Atlanta recently launched **ATLcloud**, a new version of Oracle. ATLcloud offers a user-friendly procure-to-pay experience for its supplier community. It impacts how suppliers:

- register with the City
- manage their online profiles
- monitor purchase orders, invoices and payments
- bid on solicitations



SUPPLIER REGISTRATION

Prospective Supplier vs Spend Authorized Supplier

To participate in the bid process, you must be registered as a supplier with the City of Atlanta. If you have previously registered and were approved, please email SupplierRegistration@AtlantaGA.gov to request your account credentials or to determine if you will need to re-register. There are now two supplier types: **Prospective** and **Spend Authorized**.

SUPPLIER REGISTRATION

Prospective Supplier:

A supplier whose access to the ATLcloud Supplier portal is limited to submitting quotes, bids and/or proposals. A W-9 form is not required for this supplier type.

Advantages

Automatic approval upon registration, online self-service maintenance, minimal requirement of information at the time of registration.

Disadvantages

Inability to create/submit invoices online, receive purchase orders, receive payments, and cannot be awarded a contract (requires promotion to Spend Authorized)

At your request, your profile can be promoted to Spend Authorized.

SUPPLIER REGISTRATION

Spend Authorized Supplier:

A supplier who has complete access to the ATLcloud Supplier portal. In addition to submitting quotes, bids and proposals, they can receive purchase orders, contract awards and create/submit invoices for payment through the portal. A signed and dated W-9 is required for processing.

Advantages

Contract award capable, online invoice creation/submittal, online status check of purchase orders and payments through the portal, online self-service maintenance, and Supplier Dashboard.

Disadvantages

Registration processing time is 5-10 business days, and this supplier type requires a signed and dated W-9.

DEPARTMENT OF PROCUREMENT

Joseph Lockett & Philippe Jefferson
Contract Specialists



Request for Proposal (RFP) Process

- Information/Instructions to Proponents
 - 2020 Concessions Food & Beverage Proposals
Deadline is March 25, 2020 by 2:00 pm
 - Questions Deadline is January 23, 2020 by 5:00 pm
 - Questions submitted respectively to
pjefferson@atlantaga.gov & jlockett@atlantaga.gov
 - Prohibited Contacts – Black Out Period

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Request for Proposal (RFP) Process

- Part 2 – Contents of Proposals/
Required Submittals

Item #	Required Proposal Submittal Check Sheet	Check (v)
<u>Volume 1 or Contents of Proposal</u>		
1.	Executive Summary	
2.	Operations and Management	
3.	Concept, Design and Construction	
4.	Business Plan	
5.	Overall Project Experience and Performance	
<u>Volume 2 or Required Submittals</u>		
6.	Form 1: Illegal Immigration Reform and Enforcement Act – Proponent Affidavit	
7.	Form 2: Proponent Disclosure and Declaration Form	
8.	Form 3: Proponent’s Financial Disclosure Form	
9.	Form 4: Acknowledgement of Insurance and Bonding	
10.	Form 5: Acknowledgement of Addenda	
11.	Form 6: Offeror Contact Directory	
12.	Form 7: Reference List	
13.	Form 8: Proposal Bond	N/A
14.	Form 9: Ethics Pledge	
15.	Form 10: Award Preference Sheet	
16.	Appendix A: Office of Contract Compliance Submittals	
17.	Exhibit A.1: Cost Proposal	

RESPONSIVENESS & RESPONSIBILITY

Responsive

Bidder/Proponent:

A bidder or proponent who has submitted a bid or proposal that conforms to all ITB or RFP requirements

Responsible

Bidder/Proponent:

A bidder or proponent with the ability to comply with scope of services and minimum ITB or RFP requirements

Request for Proposal (RFP) Process

PART 1, SECTION 2: REQUIRED SUBMITTAL FORMS

All Offerors, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Bid or Proposal in response to this solicitation must fill out all forms in their entirety, and, where applicable, all forms must be signed, notarized or sealed with the corporate seal, as required per each form's instructions.

If Offeror intends to be awarded a contract with the City, then Offeror must fill out all the forms listed in this solicitation document; otherwise, Offeror may be deemed non-responsive.



Request for Proposal (RFP) Process

- Form 1: Illegal Immigration Reform and Enforcement Act Forms
- Form 2: Contractor Disclosure & Declaration Form
- Form 3: Contractor Financial Disclosure Form
- Form 4: Acknowledgment of Insurance and Bonding Requirements
- Form 5: Acknowledgement of Addenda
- Form 6: Offeror Contact Directory
- Form 7: Reference List
- Form 9: Ethics Pledge
- Form 10: Award Preference Sheet

Required Submittal (FORM 1)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors **must** comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

Offerors may submit the Contractor Affidavit to the City of Atlanta Department of Procurement ("DOP") not less than ten (10) days prior to the due date for responses to a Solicitation through the IIREA Preview Program.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the bid/proposal.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
3. An Employer Identification Number (EIN), also known as a federal tax identification number, is a number assigned by the Internal Revenue Service (IRS) to identify an employer. **An EIN is required to enroll in the E-Verify Program. Please Note: An EIN is different from a Social Security Number or Individual Taxpayer Identification Number.**
4. If the Offeror is a Joint Venture and the Joint Venture has an EIN, one Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does not need to submit a separate Contractor Affidavit.
5. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture must complete and submit its own Contractor Affidavit. The Contractor Affidavit, for each joint venture member must include the participating business's E-Verify Company ID Number.
6. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
7. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public.**
8. All Contractor Affidavits must be submitted with bid/proposal package.
9. *Subcontractor and sub-subcontractor affidavits are not required at the time of bid/proposal submission but will be required at contract signature or in accordance with the timelines set forth in IIREA.



Required Submittal (FORM 1)
Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number *(Also known as E-Verify Company ID.
Not Tax ID or SS Number)*

Date of Authorization (mm/dd/yyyy) *(Date the E-Verify Company ID was issued by the Federal E-Verify system)*

Name of Contractor *(Legal name of Offeror, not an abbreviated version)*

Name of Project/Solicitation

City of Atlanta

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:



DEPARTMENT OF PROCUREMENT

IIREA PREVIEW PARTICIPATION FORM INSTRUCTIONS

Part 5:

1. Potential offerors may submit the Contractor Affidavit to the Department of Procurement (“DOP”) not less than ten (10) days prior to the due date for responses to a Solicitation. Submission of the Contractor Affidavit after that date will **NOT** extend the time for submitting Bids/Proposals (“offers”) and DOP is not required to review Contractor Affidavits submitted less than ten (10) days prior to the due date for responses to a Solicitation.
2. All Contractor Affidavits must be submitted via email or delivery to the following address:
Email: iireapreview@atlantaga.gov
City of Atlanta
Department of Procurement
ATTN: IIREA Preview
55 Trinity Avenue, SW, Suite 1900
Atlanta, GA 30303
3. DOP will review the timely submitted Contractor Affidavit and provide a response not less than five (5) days prior to the due date for responses to the solicitation.
4. Potential offerors that are deemed non-compliant must submit a compliant contractor Affidavit on the due date for responses to the solicitation of offers in order to be qualified for evaluation.
5. If a due date for the Contractor Affidavit or the acknowledgement and determination falls on a weekend or a City recognized holiday, the document shall be due on the next business day after the weekend or holiday. However, DOP shall not be required to change the due date for Proposals to accommodate a later due date for the Contractor Affidavit. In no event will the due date for the Contractor Affidavit be later than the due date for responses to the solicitation.
6. The determination of a potential offeror’s compliance with the State’s immigration compliance mandates shall not automatically deem that offeror’s timely submitted offer to be responsive to any solicitation. Offerors must also be responsive to and compliant with other requirements set forth in the solicitation of offers, as well as all applicable laws. Untimely offers from compliant potential offerors shall not be eligible for award of the solicited contract.
7. Potential offerors that submit an incomplete or incorrect Contractor Affidavit with their offer or fail to submit a compliant Contractor Affidavit after a determination of non-compliance, will not be qualified for evaluation and their timely submission of an offer may not be considered for the award of the solicited contract



DEPARTMENT OF PROCUREMENT

IIREA PREVIEW PARTICIPATION FORM

Date of Request	
Name of Requestor (company name)	
Mailing Address	
Contact Person	
Phone	
Email	

Project Name and Number: _____

Bid/Proposal Due Date:

Confirm E-Verify affidavit completed and attached: Yes No

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 1 of 13)

FORM 2 MUST BE COMPLETED IN ITS ENTIRETY AND SIGNED AND NOTARIZED WHERE INDICATED. FAILURE TO SIGN OR NOTARIZE THIS FORM OR TO ANSWER ALL QUESTIONS IN FULL OR TO PROVIDE ALL REQUESTED ADDITIONAL DOCUMENTATION IN FULL MAY RESULT IN OFFEROR BEING DEEMED NON-RESPONSIVE

IN ADDITION, OFFEROR MAY BE DEEMED NON-RESPONSIBLE, IN ACCORDANCE WITH THE APPLICABLE LAW, BASED ON ITS REPRESENTATIONS WITHIN THE DISCLOSURE AND DECLARATION

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AND DECLARATION:

“Contractor”	Any person or entity having a contract with the City of Atlanta (“City”).
“Affiliate”	Any legal entity that, directly or indirectly, through one of more intermediate legal entities, controls, is controlled by or is under common control with the Offeror or a member of Offeror.
“Offeror”	<p>An Offeror is a business entity (as defined in City Code §2-1102) submitting a bid/proposal in response to the Solicitation.</p> <p>If the Offeror is a sole proprietor or an individual, then the sole proprietor or individual must complete and sign this Contractor Disclosure and Declaration Form.</p> <p>If the Offeror is a corporation, limited partnership or limited liability company, then an authorized representative of the corporation, limited partnership or limited liability company must complete and sign this Contractor Disclosure and Declaration Form.</p> <p>If the Offeror is a general partnership, recognized, then (1) an authorized representative of the general partnership must complete and sign this Contractor Disclosure and Declaration Form on behalf of the general partnership, <i>and</i> (2) each partner in the partnership, <i>on its own behalf</i>, must individually complete and sign a separate Contractor Disclosure and Declaration Form.</p> <p>If the Offeror is a joint venture (single entity comprised of more than one individual or organization), then an authorized representative of the joint venture must complete and sign this Contractor Disclosure and Declaration Form. <i>If, however, Offeror is a newly formed joint venture</i> (joint venture formed within the last three (3) years and made up of two (2) or more separate members), <i>then</i> (1) an authorized representative of the joint venture must complete and sign this Contractor Disclosure and Declaration Form on behalf of the joint venture <i>and</i> (2) each member of the joint venture, <i>on its own behalf</i>, must also individually complete and sign this Contractor Disclosure and Declaration Form.</p>



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 2 of 13)

Instructions: Provide the following information for the entity or individual completing this Statement (the "Individual/Entity").

A. Basic Information Regarding Offeror:

Offeror Name: _____

Entity Submitting this Form: _____

Name of Project: _____

Type of Entity:
(Legal Description of Entity Business Structure)

- Corporation
- Limited Liability Company
- Limited Partnership/Limited Liability Partnership
- General Partnership
- Joint Venture

If a Joint Venture, include the date the JV was formed _____ (mm/dd/yyyy).

The date of formation could be different from the date the JV agreement is signed and notarized.

Other _____

Name/Title of Authorized Representative Signing this Form (the authorization for this representative should be stated in the JV Agreement): _____

Relationship of the Authorized Representative Completing this Form to the Offeror:

- Authorized Representative of Offeror
- Joint Venture Partner -Majority
- Joint Venture Partner -Minority
- Other _____
(i.e., member, owner, or partner)



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 13)

Contact Information of the Authorized
Representative Completing this Form:

Address: _____

Phone Number(s): _____
(Office)

(Mobile)

Email: _____

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 13)

If Offeror is a Joint Venture ("JV"), list each JV partner by its **full legal name** and indicate the percentage interest held in the Joint Venture:

NAME:	Percentage (%)
_____	_____
_____	_____
_____	_____
_____	_____

Provide the date the Joint Venture was established. _____

Identify Offeror's state of incorporation or other business entity registration. _____

If Offeror is a Joint Venture formed by written agreement, Offeror must provide each joint venture partner entities' authorization to transact business or other state or municipal registration business in its state of incorporation.

Offeror must select one of the options below and submit accompanying documentation regardless of business formation type:

Is the Offeror authorized to transact business in the state of Georgia?

- YES (Attach Certificate of Authority to Transact Business in Georgia from Georgia Secretary of State.)
- NO (If Offeror is incorporated or registered in a state other than Georgia, attach Certificate of Authority to transact business in home state. If the Offeror is a type of business for which the Georgia Secretary of State does not require registration, then the Offeror may provide a current business license issued by a Georgia County or Municipality.)

Note: If Offeror is incorporated or registered in a state other than Georgia, Offeror must provide a certificate of authority to transact business in Georgia issued by the Georgia Secretary of State prior to the award of any contract.



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 5 of 13)

B. QUESTIONNAIRE

You are **REQUIRED** to answer YES or NO to each of the following questions. If you answer "YES" to any of the questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. You should number each response to the corresponding question. Please be advised that the Offeror may be ineligible for award if any of the below responses constitutes a conflict of interest, including those conflicts that cannot be avoided.

NOTE: An Offeror is any individual or business entity that submits a Bid/Proposal in response to a Solicitation. If you are completing Form 2 as a member of a newly formed Joint Venture (established for 3 years or less) or a partner in a General Partnership, each member to the Joint Venture or partner in the General Partnership must complete the questionnaire.

1. Has the Offeror in the last five (5) years:
 - (a) directly or indirectly, had a business relationship with the City? YES NO
 - (b) directly or indirectly, received revenues from the City? YES NO
 - (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? YES NO

2. Does the Offeror employ or retain as an independent contractor(s) any current or former City of Atlanta employees? If yes, please provide name(s) of current or former employee(s)/independent contractor(s) and position(s) held with the City of Atlanta. YES NO

3. Has any employee, agent, officer, or representative of Offeror (including any employee, agent, or representative of a Joint Venture member) who is or will be directly involved in the project, in the last five (5) years:
 - (a) directly or indirectly, had a business relationship with the City? YES NO
 - (b) directly or indirectly, received revenues from the City? YES NO
 - (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? YES NO

4. Had the Offeror or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State, or Local Government Entity? YES NO

5. Has the Offeror provided employment or compensation to any third-party intermediary, agent, or lobbyist to directly or indirectly communicate with any City Official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? YES NO

6. Has the Offeror, within the past five (5) years, been the subject of any civil or criminal proceedings in which there was a final adjudication adverse to Offeror which directly arose from activities conducted by Offeror? If yes, for each proceeding please provide the name of the court where the case was filed; the case or action number; the name(s) of the plaintiff(s) and defendant(s); a short description of the nature of the case; and the disposition of case. YES NO



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 6 of 13)

7. Has the Offeror had any Personal or Financial Relationships, as defined below, in the past five (5) years that may give rise to a conflict of interest? Failure to disclose information may result in suspension or debarment by the City of Atlanta.

a. Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under City of Atlanta Code of Ordinances Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES NO

b. Financial relationships: any interest held with a City employee or official, or family members of a City employee or official, which may/did yield, directly or indirectly, a monetary or other material benefit to the Offeror or the Offeror's family members.

YES NO

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 13)

C. REPRESENTATIONS

NOTE: An Offeror is any individual or business entity that submits a Bid/Proposal in response to a Solicitation. If you are completing Form 2 as a partner in a General Partnership or as a member of a newly established Joint Venture (established 3 years or less), the representations made in Section C. REPRESENTATIONS are solely made on behalf of and reflect information as it pertains to the member of the Joint Venture or partner in the Partnership completing this Form.

1. Anti-Lobbying Provision. All Offerors, including their agents, employees, officers, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venture member(s), will refrain, under penalty of the Offeror's disqualification, from direct or indirect contact, for the purpose of influencing the selection or creating bias in the selection process, with any elected or appointed City officials, City agencies, employees, representatives or agents, evaluation committee members, or any person who may play a part in the selection process.

2. Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Offerors are prohibited by city, state and federal laws. All Offerors shall identify a person having authority to sign for the Offeror who, by execution of this Form, certifies, in writing, as follows:

"I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Offeror."

3. Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Offeror should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

4. Confidentiality. Details of the proposals will not be discussed with other Offerors during the selection process. Offeror should be aware, however, that all proposals and information submitted therein may become subject to public inspection as provided by Georgia Law. Each Offeror should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the Offeror may be required to submit such required information before further consideration.



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 8 of 13)

5. **Blackout Period.** The blackout period begins with the advertisement of the synopsis and shall remain in effect until execution of the contract or the solicitation is cancelled and will not be resolicited, whichever comes first. During the blackout period, all questions pertaining to this solicitation must be directed to the Department of Procurement's assigned Procurement Professional. Offeror or any representative, agent or other person acting on behalf of Offeror is prohibited from contacting any other City agency, employee, representative, or elected or appointed official regarding questions about this solicitation.
6. **Equal Employment Opportunity (EEO) Provision.** All Offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Offeror agrees as follows:
- a. The Offeror shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Offeror agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
 - b. The Offeror shall, in all solicitations or advertisements for employees, placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
 - c. The Offeror shall send to each labor union or representative of workers with which the Offeror may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Offeror's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Offeror shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
 - d. The Offeror shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Offeror during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 9 of 13)

- e. The Offeror shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Offeror becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Offeror or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Offeror and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Offeror and its subcontractors.
- g. The Offeror shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Offeror or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Offeror in violation all future payments under the involved contract until it is determined that the Offeror or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids or proposals for any contract with the City of Atlanta or any of its departments or divisions until such time as the Offeror or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Offerors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 10 of 13)

7. **Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities. Please see City of Atlanta Procurement Code Section 2-1484 for further information:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee (reference code section 2-1484) a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
8. **Anti-Human Trafficking Provision.** Pursuant to O.C.G.A. §16-5-46, Offeror agrees that Offeror, its employees, directors, officers, owners, subcontractors, vendors, suppliers, agents, and affiliates shall not engage in Human Trafficking including, but not limited to: (a) using forced labor; (b) engaging in misleading or fraudulent recruitment practices; (c) charging recruitment fees; (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, and (d) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Offeror agrees to cooperate fully with and provide reasonable access to any federal, state, or local agency or governmental authority conducting investigations into actual or alleged violations or inconsistent self-report activities or any other applicable law or regulation.

Any violation of the provisions contained herein, in whole or in whole or in part, may result in (a) suspension of services under an agreement with the city and/or any other existing agreements, current or future payments; (b) termination of an agreement with the City or any existing, pending, or future agreements with the City; (c) debarment, as defined by 48 CFR 9-406.2 and the City of Atlanta Code of Ordinances Sections 2-1623; and/or (d) any other claims, actions, remedies, judgements, fees, or costs as allowed in accordance with any applicable law, rule, regulation, and ordinance, now or hereafter in effect.



Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 11 of 13)

9. **Exceptions/Clarifications to Bid/Proposal.** Exceptions, clarifications, or conditions must be submitted by the Offeror in writing during the Addenda Question and Answer period. Failure to submit questions regarding exceptions, clarifications, or conditions during the Addenda Question and Answer period may deem your Bid/Proposal non-responsive.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 12 of 13)

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure and Declaration Form, including the Basic Information Regarding Offeror, the Questionnaire and Representations, as well as and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Offeror or, if applicable, that I am authorized to sign on behalf of this member of a newly formed joint venture or member of a general partnership.

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

Sign and date below if you are an authorized representative of a responding Offeror:

Dated this ___ day of _____, 20____

Printed Name of Offeror: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title: _____

Subscribed and sworn to or affirmed by _____ (name), as
the _____ (title) of _____ (entity name)
this ___ day of _____, 20___.

Notary Public of _____ (State)

My commission expires: _____

(This form must be signed and dated by the authorized representative in the physical presence of a notary public)

Required Submittal (FORM 3)
Contractor Financial Disclosure (Page 1 of 6)

Instructions: It is necessary for the City to evaluate, verify, and understand the Offeror's financial capacity and ability to undertake and perform the Services contemplated in this Solicitation. Therefore, the Offeror must provide accurate financial disclosures to the City as requested below. *Failure to answer all questions in full AND to provide all required documentation in full may result in the Offeror being deemed as Non-Responsive.*

An "Offeror" is a business entity (as defined in City Code § 2-1102) submitting a proposal in response to the Solicitation. Examples of a business include corporations, partnerships, individuals, sole proprietorships, joint ventures, or firms and their respective constituent members, partners and/or affiliates required to complete the Contractor Financial Disclosure Form 3.

"Financial Disclosure" includes all the following: (1) Contractor's Financial Disclosure Form, (2) Offeror's Financial Statements, and (3) Offeror's Affidavit of Financial Responsibility.

1. **Sole Proprietor or Individual**– When the Offeror is a sole proprietor or individual, financial disclosures for that individual must be provided.
2. **Business Corporation** – When the Offeror is a business corporation, nonprofit corporation, professional corporation or other corporate business entity recognized by the laws of the State of Georgia, financial disclosures for the business entity must be provided.
3. **Partnership** – When the Offeror is a partnership recognized by the laws of the State of Georgia, financial disclosures must be provided for each member of the partnership. However, if the partnership has been formed for three (3) or more years and has its own financial information, a financial disclosure form must also be submitted for the partnership in addition to those financial disclosures provided by each member of the partnership.
4. **Joint Venture** – Joint Ventures in existence for three or more years, must submit financial disclosures for the joint venture. However, newly formed joint ventures, formed within the last three (3) years, must provide financial disclosures for each member of the joint venture. Each member of the joint venture must individually provide a full response to all questions and requests for documentation listed in this Form. If the Offeror is a newly formed joint venture, formed within the last three (3) years with a single constituent member, the Offeror shall provide a financial disclosure form and provide all available financial information requested.
5. **Affiliate** - An Affiliate is any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Offeror or a member of Offeror. When the Offeror is an affiliate of another organization, financial disclosures must be submitted for either the affiliate or parent company so long as the affiliate's financials are provided in the supplemental documents.

Failure to answer all questions in full AND provide all required documentation in full may result in the Offeror being deemed as Non-Responsive.

Required Submittal (FORM 3)
Contractor Financial Disclosure (Page 2 of 6)

Part A: General Information:

Offeror's Name: _____

Entity Submitting this Form: _____

Name of Project: _____

Type of Entity: _____
(Legal Description of Entity Business Structure)

Corporation
 Partnership
 Joint Venture
 Other _____

Name/Title of Authorized Representative Signing this Form: _____

Relationship of the Authorized Representative
Completing this Form to the Offeror:

Authorized Representative of Offeror
 Joint Venture Partner -Majority
 Joint Venture Partner -Minority
 Other _____
(i.e., member or owner)

Contact Information of the Authorized Representative
Completing this Form:

Address: _____

Phone Number(s): _____

Email: _____

Failure to answer all questions in full AND provide all required documentation in full may result in the Offeror being deemed as Non-Responsive.

Required Submittal (FORM 3)
Contractor Financial Disclosure (Page 3 of 6)

Part B: Offeror's Affidavit of Financial Responsibility

*If you answer "Yes" to any of the questions listed below, please provide a detailed explanation along with supporting documentation relating to the proceedings and the current status of the matter.

1. In the past five (5) years, has the Offeror, or any Affiliate currently or previously associated with Offeror, been the debtor in a bankruptcy petition, whether closed or not closed, or is any bankruptcy proceeding pending? YES NO

2. Has the Offeror, or any Affiliate currently or previously associated with Offeror, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditor, or otherwise sought relief from creditors in the last five (5) years? YES NO

3. Has the Offeror, or any Affiliate currently associated with Offeror, been the subject of or party to any litigation (whether resolved or pending), order, judgments, liens or pending suits in the last five (5) years? YES NO

If the answer to Question 3 is "yes", please provide a copy of the final order, judgement, or lien and attach to this form. If the matter involves current or pending litigation, please provide the case number, court jurisdiction, and a detailed summary of the matter being litigated on a separate sheet of paper.

4. Has the Offeror or any Affiliate currently associated with Offeror, been delinquent on any local, state or federal taxes in the last five (5) years? YES NO

5. Has the Offeror, or any Affiliate currently associated with Offeror, been the subject of or party to any litigation (whether resolved or pending), order, judgments, liens or pending suits in the last five (5) years? YES NO

6. In the past five (5) years, has the Offeror, or any Affiliate currently associated with Offeror, been a party to litigation, arbitration or mediation on a matter specifically related to payment to subcontractors? YES NO

7. Has there been a material adverse change in the Offeror's net current assets or otherwise in the Offeror's financial condition subsequent to the date of the financial statements provided? YES NO

Required Submittal (FORM 3)
Contractor Financial Disclosure (Page 4 of 6)

Part C: Financial Information

The Offeror, and its members and/or owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below).

1. Circle the selected group, (A), (B) or (C) and provide the supporting documentation with the Proposal.

(A) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant, including:

1. Income Statement
2. Balance Sheet, and
3. Statement of Cash Flows

(B) Financial statements for three (3) most recent consecutive fiscal years, reviewed by a Certified Public Accountant, including:

1. Income Statement
2. Balance Sheet

(C) Self-Prepared, unaudited, or compiled financial statements for the three (3) most recent consecutive fiscal years, including:

1. Income Statement
2. Balance Sheet, and
3. Two (2) bank or other institutional lenders' references

**Tax Returns will not be accepted in lieu of financial statements.*

Failure to answer all questions in full AND provide all required documentation in full may result in the Offeror being deemed as Non-Responsive.



Required Submittal (FORM 3)
Contractor Financial Disclosure (Page 5 of 6)

2. Fill in the blanks below to provide a summary of all of the Offeror's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

	Year: 2016 (Thousands)	Year: 2017 (Thousands)	Year: 2018 (Thousands)
Current Assets	\$ _____	\$ _____	\$ _____
Property & Equipment	\$ _____	\$ _____	\$ _____
Total Assets	\$ _____	\$ _____	\$ _____
Current Liabilities	\$ _____	\$ _____	\$ _____
Working Capital	\$ _____	\$ _____	\$ _____
Total Liabilities	\$ _____	\$ _____	\$ _____
Interest Charges	\$ _____	\$ _____	\$ _____
Net Worth	\$ _____	\$ _____	\$ _____
Sales/Revenue	\$ _____	\$ _____	\$ _____
Net Income	\$ _____	\$ _____	\$ _____

Failure to answer all questions in full AND provide all required documentation in full may result in the Offeror being deemed as Non-Responsive.

Required Submittal (FORM 3)
Contractor Financial Disclosure (Page 6 of 6)

Declaration

Under penalty of perjury, I declare that I have examined this Financial Disclosure form and all applicable attachment(s), and to the best of my knowledge and belief all statements contained in it are true, correct, and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an authorized representative of a responding Offeror:

Printed Name of Offeror: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of
_____ (entity name) this ____ day of _____, 20__.

Notary Public of _____

My Commission Expires: _____

(This form must be signed and dated by the authorized representative in the physical presence of a notary public.)



Required Submittal (FORM 4)
Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Offeror, acknowledge that if selected as the successful Offeror for **PROJECT NAME/SOLICITATION** _____; _____, Offeror shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

Offeror understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Offeror understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Offeror receives a final Agreement document from the City may result in the forfeiture of the Bid guarantee submitted with this Bid and/or the disqualification of Offeror from further consideration for the Agreement.

By executing this Acknowledgement of Insurance Requirements, I represent that the Offeror understands and agrees to comply unconditionally with all requirements related to insurance contained in the Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Offeror.

Sign and date below if you are an authorized representative of a responding Offeror:

Dated this _____ day of _____, 20__.

Printed Name of Offeror: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title: _____

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

(This form must be signed and dated by the authorized representative in the physical presence of a notary public.)



Required Submittal (FORM 5)
Acknowledgment of Addenda

Offeror must sign and notarize this form and submit with his/her bid.

This is to acknowledge receipt of the Addenda listed below for PROJECT NAME/SOLICITATION- _____; _____. Offeror's Authorized Representative must place his/her initials next to each Addendum received by the Offeror. If there are more than four (4) Addenda, add the additional Addendum numbers to this sheet and initial accordingly. It is not necessary to attach a separate Acknowledgement for each Addendum.

Addendum 1. _____;
Addendum 2. _____;
Addendum 3. _____; and
Addendum 4. _____.

Sign and date below if you are an authorized representative of a responding Offeror:

Date this _____ day of _____, 20____

Printed Name of Offeror: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Title: _____

Subscribed and sworn to or affirmed by _____ (name), as the
_____ (title) of _____ (entity name) this _____ day
of _____, 20____.

Notary Public of _____ (state)
My commission expires: _____

(This form must be signed and dated by the authorized representative in the physical presence of a notary public)



Required Submittal (FORM 6)
Offeror Contact Directory

Project Name: _____

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

The purpose of the Offeror Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting an Offeror. This Offeror Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this solicitation.

Rev. 1/2/2020

Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least three (3) references for **PROJECT NAME/SOLICITATION** _____; _____ using the below-reference format. The references provided must be able to attest to an Offeror's performance ability and credibility in a particular industry or trade. If Offer is a newly established Joint Venture (3 years or less), the members of the Joint Venture may collectively provide at least three (3) references.

Reference provided for: _____

Reference: Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____
 E-Mail: _____

Project Title: _____

Contact Person: _____
Direct Telephone: _____
Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 9)



Prohibited Sources' (Contractors & Vendors) Ethics Pledge

To assure public confidence, I am committed to promoting integrity in city government by placing the best interest of the City above my own financial or personal interests.

1. I will avoid situations that may give the perception of an impropriety. When uncertain about the right thing to do, I will ask the Ethics Office or the Board of Ethics for advice.
2. I will not offer money or a personal gift, meal, ticket, travel, entertainment, or other thing of value to city officials or employees unless the gift falls within one of the 11 exceptions to the ban on gratuities.
3. I will disclose any matter in which I have a financial or personal interest concerning any bid, proposal, contract, or subcontract, and disclose if my immediate family, employer, prospective employer, a related business entity, has a financial or personal interest. I agree to file a Conflict of Interest Disclosure Report concerning any decision in which I have a conflict of interest.
4. I will file any conflict of interest or disclosure forms when appropriate.

I _____ (print name) acknowledge that I have received and read this pledge and agree to abide by the applicable provisions of the City's Code of Ethics. I understand that the most current copy of the code is at the Board of Ethics' website and that I can seek advice from the Ethics Office or Board of Ethics on how to avoid a conflict of interest and comply with the Code of Ethics.

Project Name

Signature

Date

Form 10: Award Preference

In accordance with Part 1, Instructions to Proponents, Section 18, please mark your preference in numerical order for the proposals that you submit and enclose this form in Volume #2

Rank Award Preference

- *RFP-S- 1200251, Food and Beverage Concourse E Single Store – Package 1 _____
- *RFP-S- 1200252, Food and Beverage Concourse E Single Store – Package 2 _____
- *RFP-S- 1200253, Food and Beverage Concourse E Single Store – Package 3 _____
- *RFP-S- 1200254, Food and Beverage Concourse C Single Store – Package 4 _____
- *RFP-S- 1200255, Food and Beverage Concourse C Single Store – Package 5 _____
- RFP-S- 1200256, Food and Beverage Bars/Restaurants Concourse E Package 6 _____
- RFP-S- 1200257, Food and Beverage Concourse B & T – Package 7 _____
- RFP-S- 1200258, Food and Beverage Concourse B & F – Package 8 _____
- RFP-S- 1200259, Food and Beverage Concourse B & C – Package 9 _____
- RFP-S- 1200260, Food and Beverage Concourse E Food Court – Package 10 _____

* Must be a Small Business Enterprise to propose and win one of these packages.

Dated this _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

Non-Corporate Proponent
[Insert Proponent Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Notary Public (Seal)
My commission Expires: _____

WHAT HAPPENS NEXT AFTER YOU SUBMIT YOUR PROPOSAL?

- DOP will review the proposals for responsiveness.
- Proposals that are not responsive will not receive further evaluation.



CITY OF ATLANTA OFFICE OF ENTERPRISE RISK MANAGEMENT

John Smith, Risk Manager
Office of Enterprise Risk Management



**APPENDIX B
INSURANCE & BONDING REQUIREMENTS
RFP-S-1200260, FOOD & BEVERAG 2020 CONCESSIONS PACKAGE #10
HARTSFIELD JACKSON ATLANTA INTERNATIONAL AIRPORT**

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Concessionaires. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Atlanta, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Concessionaire submits to City its executed Agreement, Concessionaire must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law and provide the required written documentation to City evidencing such compliance. In the event that Concessionaire does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Concessionaire.

If the Concessionaire is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Concessionaire shall tender insurance certificates and bonds in the name of Concessionaire’s entity or partnership as the primary insured.

2. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the

ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Concessionaire must submit the ratings for each company to the City.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a surety company authorized by law to do business in the State of Georgia pursuant to a current certificate of authority to transact surety business by the Georgia Commissioner of Insurance or be listed in the latest issue of U.S. Department of Treasury Circular 570 of the Federal Register.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Concessionaire in writing. Concessionaire must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Concessionaire's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the Agreement will not relieve Concessionaire from any liability under the Agreement. Concessionaire's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the Agreement will not be construed to conflict with or limit Concessionaire's indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Concessionaire must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Appendix B (including any attachments thereto) that Concessionaire receives concerning the proposed cancellation, or termination of coverage or security:



Enterprise Risk Management
68 Mitchell St., Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Concessionaire shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

8. Additional Insured Endorsements – Form CG 20 26 07 04 or Equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

9. Mandatory Sub-Contractor/Consultant Compliance



Concessionaire must require and ensure that all of Concessionaire's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Concessionaire.

11. Waiver of Subrogation in favor of the City of Atlanta

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Concessionaire must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. Workers' Compensation and Employer's Liability Insurance

Concessionaire must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Agreement:

Workers' Compensation	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Concessionaire must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than \$1,000,000 per occurrence subject to a \$2,000,000 aggregate. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/Sub-Contractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement (primary & non-contributing in favor of the City of Atlanta)

- Waiver of Subrogation in favor of the City of Atlanta

D. Product Liability Insurance

Concessionaire must procure and maintain Product Liability Insurance in an amount not less than **\$1,000,000** per occurrence.

E. Commercial Automobile Liability Insurance

Concessionaire must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Concessionaire does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Concessionaire's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **ten million (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

F. Excess or Umbrella Liability Insurance

Concessionaire shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the Agreement, shall be in an amount of not less than **\$5,000,000** per occurrence.

- Coverage must follow form with primary policy
- May be used to achieve minimum general and auto liability limits
- Coverage must be as broad as primary policy

G. Liquor Liability Insurance

Concessionaire shall purchase Liquor Liability Insurance if Lessee is in the business of serving or selling alcohol for a fee with limits of at least \$1,000,000 Per Occurrence Bodily Injury and

Property Damage. Coverage may also be satisfied through an endorsement to Concessionaire's Commercial General Liability Policy (IF APPLICABLE).

H. Performance and Payment Bonds

At, or prior to, Concessionaire's execution of the Agreement, Concessionaire must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's Minimum Annual Guarantee ("MAG") specified in the Agreement, naming the City as obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at Appendix B-1. The bonds must be renewed annually at one hundred percent (100%) of the then current year's MAG specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Concessionaire may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

1. Tenant Improvements. In addition, prior to the commencement of any construction work by or at the instance of Concessionaire within the Premises, Concessionaire must provide to City a fixed price contract or contracts for all work to be performed within the Premises, which contract(s) shall be insured by, and Concessionaire shall provide to the City, a Payment and a Performance Bond in an amount equal to one hundred percent (100%) of the work specified in such contract(s) and acceptable to the City's Chief Financial Officer and in such form as approved by the City Attorney. The Payment and Performance Bonds shall name the City as the co-obligee, shall meet the other requirements of the Agreement, and shall remain in full force and effect until: (i) all Tenant Improvements are completely and fully paid for, (ii) certificates of occupancy have been issued for the Premises, (iii) final lien waivers have been obtained from all contractors and subcontractors; (iv) the City has approved the final construction of the Tenant Improvements; and (v) the applicable limitations period under Georgia law for the commencement of a suit against the Payment and Performance Bonds has lapsed.
2. Power of Attorney. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.
3. For additional information regarding Payment and Performance Bonds, please see Appendix B-1 attached hereto and incorporated herein by this reference.

End of Document

EXHIBIT B-1

ATTACHMENT 1

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.



Performance Bond

"City" City of Atlanta, Georgia

"Project" _____

"FC No." _____

"Principal" _____

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total Minimum Annual Guarantee ("MAG") as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the MAG as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

EXHIBIT B-1

ATTACHMENT 2

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.



Payment Bond

"City" City of Atlanta, Georgia

"Project" _____

"FC No." _____

"Principal" _____

Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

duly authorized by the Commissioner of Insurance of
the State of Georgia to transact surety business in the
State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total Minimum Annual Guarantee ("MAG") as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the MAG as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer



CITY OF ATLANTA OFFICE OF CONTRACT COMPLIANCE

Martin Clarke, Bruce Bell & Yvette Hawkins



SBE & ACDBE DOCUMENTS:



**Diversity Inclusion Policy For
The City of Atlanta Diversity Programs**

Although the above referenced contracting opportunity has received a Small Business Enterprise Sheltered Market designation, has been exempted, and is not subject to any of the City's diversity programs as a mandatory requirement at this stage of the procurement process, it is the policy of the City of Atlanta (COA) to actively promote full and equal business opportunities. As a policy, the City advocates for the inclusion of small, disadvantaged, minority, and female business enterprises through the City's SBO and EBO programs, as well as the administration of the federal DBE and ACDBE programs. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for disadvantaged, minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap upon or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the COA and federal diversity programs is to mitigate the present and ongoing effects of the past and present discrimination against women, minority, disadvantaged, and small business so that opportunity - regardless of race, gender, or firm size - will become institutionalized in the Atlanta marketplace. It is always important to note the City of Atlanta's Diversity Program requirements (as applicable) at the time of the project bid for various stages.

Proponents seeking to submit proposals for **RFP-S- 1200251, Food & Beverage 2020 Concessions Package #1** are encouraged to include a general statement regarding their intent to address the City of Atlanta's diversity objectives. **For the purpose of this RFP solicitation, there will be no mandatory good faith efforts documents, or diversity inclusion requirements with specific diversity subcontracting firms that must be submitted with the actual proposals other than that only City certified Small Business Enterprises or Small Business Administration (SBA) 8(a) Certified businesses may bid.**

Additionally, projects are reviewed on a case by case basis to determine if it is necessary to require proponents to make good faith efforts to form joint venture teams comprised of at least one minority and/or female owned firms(s) certified as such by the City of Atlanta's Office of Contract Compliance. In the event that such a determination is made, or if proponents so choose to pursue a joint venture arrangement of their own volition, the submitted proposal must include a signed, notarized, executed copy of the Joint Venture agreement along with the completed JV check list which may be obtained from OCC. The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of and responsibility for accounting.
- The method by which disputes are resolved.
- All other pertinent factors of the joint venture.

This project **does not** have a Joint venture requirement. However, the City of Atlanta encourages Joint Venture relationships when feasible and applicable. The City of Atlanta seeks to remedy the effects of past discrimination at the Prime contracting level and/or promote equal opportunity by establishing specific small, minority and female subcontractor, and supplier participation objectives for every applicable formal City contract at or above \$5,000,000. Specific subcontractor and supplier availability objective will be included in the formal solicitation documents where applicable at the appropriate stage. When applicable, every bidder must submit documentary evidence of good faith efforts with their proposal to comply with the requirements of the City's ordinance. The details of the Subcontractor Project Plan are set forth below:

Use of DBE ACDBE, SBE or EBO Programs

Once selected, the successful proponent(s) will learn whether this project is subject to further DBE, SBE or EBO guidelines. When deemed applicable, the proponent must then submit a detailed Subcontractor Project Plan indicating how they propose to reach and or exceed diversity/inclusion availabilities established for the project. In the Subcontractor Project Plan, the proponent must identify the certified disadvantaged, small, or minority/female owned businesses (depending on applicable program) that it intends to use to meet the established availability goals. The plan must specifically indicate the nature and amount of the supplies and subcontracting contemplated. The plan must also detail the company name, contact person, address, telephone number, work or supply description, and subcontract or supply dollar amount for each business enterprise (disadvantaged, small, non-minority, minority, or female owned) to be utilized on the project.

Every proponent (on applicable solicitations) will also be required to comply with two additional components of the City of Atlanta's diversity program requirements. These two additional components are:

Equal Employment Opportunity Plan (EEO)

Every bidder's workforce should reflect the demographic characteristics of the available pool of labor skills normally utilized by the bidders. A Contract Employment Report describing the demographics of the bidder's workforce shall be submitted prior to the execution of a contract with the City of Atlanta.

First Source Jobs (FSJ) Policy Agreement (On Applicable Construction Projects Only)

The First Source Jobs Program was created to provide employment opportunities to unemployed residents of the City of Atlanta. Every bidder must agree to make a good faith effort to fill at least 50% of all entry level positions created by the award of this contract with First Source Jobs Program participants.

To find more information regarding the City's diversity and inclusion programs, please feel free to navigate to: www.atlantaga.gov/contractcompliance on the web. Questions regarding any of this information may be directed to the Office of Contract Compliance at (404) 330-6010.

CITY OF ATLANTA

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to ensure that ACDBEs, as defined in 49 CFR Parts 23 and 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Atlanta's policy:

1. To ensure non-discrimination in the award and administration of DOT assisted Opportunities;
2. To create a level playing field on which ACDBEs can compete fairly for DOT Assisted contracts;
3. To ensure that the ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Parts 23 and 26 eligibility standards are permitted to participate as ACDBEs;
5. To help remove barriers to the participation of ACDBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the ACDBE program.

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOALS

PROJECT #: RFP-S- 1200260, Food & Beverage 2020 Concessions Package #10

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

722310 – Food Services Contractor

The above referenced dominant NAICS code(s) was/were used for the purposes of calculating the appropriate participation goal(s). However, any GA-DOT/MARTA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the above referenced project will be eligible for participation credit. The Airport Concessions Disadvantaged Business Enterprise (ACDBE) contract availability goal for this project is:

40.83%

ACDBE participation may be in the form of a prime contractor, joint venture, or sub-contractor arrangement. Joint Ventures are not required for this procurement, However, should a proponent wish to pursue this opportunity as a joint venture entity, the entity must submit an executed JV agreement and a completed JV Pre-award Check-List along with the bid submission. **The JV agreements must be signed and notarized.** The above referenced goal will be measured against total gross revenue earned (prior to the deduction of any expenses, e.g., advertising, insurance, equipment, supplies, etc.) throughout the life of the project.

*****NOTE:** Once a successful proponent has been identified, OCC will work with that proponent to ensure that opportunities are maximized in the utilization of certified diversity firms during the construction build-out of any operational space(s) associated with this procurement. However, there is no mandatory participation goal associated with any construction build-out phases. Participation in these areas must be contemplated independently, and not be included in the participation plan proponents submit in their efforts to meet the 40.83% goal stated above.

CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that the proponent has not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that the proponent has completed truthfully and fully the required forms ACDBE-2 and ACDBE-3.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal



SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both ACDBE and Non-ACDBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (Yes or No)	Scope of Work Solicited for	Gender/ Ethnicity of ACDBE Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

List all Majority and Airport Concessions Disadvantaged Business Enterprises (ACDBE) subcontractors/suppliers, including lower tiers, to be used on this project.

ACDBE FORM-2 (Page 1 of 2)



Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (Yes or No)	Scope of Work Solicited for	Gender/Ethnicity of ACDBE Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

ACDBE Business Ownership Code: AABE - African American Business Enterprise, HABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise **Note: COA M/ FBE or SBE certification does not count for DBE program goals. Firms must be certified by the GA DOT.

Company Name: _____ Project Name: _____ FC#: _____

Contact Name (Print): _____ Date: _____

ACDBE FORM-2 (Page 2 of 2)



**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAICS Code	Scope of Work to be Performed	Gender/Ethnicity of ACDBE Ownership (see code below)	ACDBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Dollar Value of Prime Proponent self-performance: \$ _____ **Total ACDBE%** _____

Ethnicity Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, ABE – Asian (Pacific Islander) American Business Enterprise, (**Note... COA M/FBE or SBE certification does not qualify for DBE projects)

Proponent's Co. Name: _____ **Project Name:** _____ **FC#:** _____

Contact Number: _____ **Contact Name:** _____ **Date:** _____
(Please Print)



(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# _____

Proponent Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Subcontracting Firm: Firm Name: _____
Address: _____
City: _____ State: _____ Zip: _____

Sub firm Contact Person: Name: _____ Phone: (____) _____

Firm is performing as: Non-certified Sub Certified Sub Joint Venture Team Member

If Certified, Certification # and Expiration Date: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void



ATTACHMENT 1

Joint Venture Participation on City of Atlanta ACDBE Projects

Although Joint Ventures are not mandated on federally funded City of Atlanta projects, The City of Atlanta encourages (where feasible) the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises at the prime level. Should firms choose to form a joint venture in pursuit of an ACDBE contracting opportunity, joint venture member businesses must have different race ownership, different gender ownership, or both. The certified ACDBE member(s) of the joint venture must be certified as such by the GA. Dept. of Transportation (G-DOT), and the joint venture team shall include in its bid submittal the ACDBE certification number of each ACDBE joint venture member.

A joint venture, at its' option, may submit its agreement along with a completed copy of the **City of Atlanta Office of Contract Compliance Joint Venture Information Pre-Award Review document** to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. **(a copy of the Pre-Award Review form can be obtained from OCC)** Otherwise, agreements and completed Pre-award Checklist forms must be submitted on or before the date set for receipt of bids on an Eligible Project.

“Components of a Joint Venture Agreement with ACDBE Participation as Counted under 49 CFR 26.55 (b)”

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.
- Joint venture agreements must be signed and notarized.

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City's Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.

- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protege shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protege representatives may not bid or otherwise participate independently on a contract in which the Mentor Protege team is bidding or participating as a team.
- Work self performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

Replacement/Supplementation of Contractors

In the event that a sub-contractor or JV partner is underperforming relative to the terms of a mutually agreed upon and executed joint venture or sub-contract agreement, OCC must be informed before efforts are initiated to remove or supplement the forces of the underperforming contractor from the eligible OCC monitored contract. The Prime contractor or joint venture member that is seeking the removal/supplementation of another contractor on an eligible OCC monitored contract must demonstrate through documentary evidence that the contractor to be replaced/supplemented is either unwilling or unable to perform relative to the terms of a mutually executed documented agreement. The Prime contractor or joint venture member must then submit a completed Diversity Program substitution form and the following documented supporting evidence:

- Documentation of correspondences/communications indicating that the contractor was notified of performance deficiencies relative to the signed contract agreement.
- Documentation of correspondences/communications indicating that a reasonable time table was given to the contractor to cure the deficiency.
- Documentation of correspondences/communications indicating the firm's intent to initiate removal/supplementation procedures with OCC.

OCC will review the contractor's petition for removal/supplementation and follow up with the subject contractor and appropriate stake holders. If warranted, OCC will coordinate a meeting with all stake holders before issuing a written approval or denial of the petition.

DIVERSITY FIRM TERMINATION/SUBSTITUTION ACKNOWLEDGEMENT FORM

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract.
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] ha[s] determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vii) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (viii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (viii) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: _____

Contract No.: _____

Name: _____

Title: _____

Signature: _____

Date: _____

DEPARTMENT OF AVIATION

Marlene Coleman, Pat Armes & Demetria Wideman



Reminders

- Send all questions to the respective contact persons stated in the RFP by Thursday, January 23, 2020 by 5 pm
- Complete all forms as required (including notary/corporate seal where required and support for financial statements as required)
- Make sure proposals are complete and cover all requirements
- Proposals must be submitted by 2:00 PM Wednesday, March 25, 2020

QUESTIONS ?

PLEASE ALSO SUBMIT QUESTIONS IN
WRITING TO OBTAIN AN
AUTHORITATIVE RESPONSE

