



CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

Kasim Reed
Mayor

February 11, 2015

INTERESTED PROPONENT:

**Re: FC-7847, Branded Hamburger Concession - Concourse B at Hartsfield-Jackson
Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 1**, which is hereby made a part of the above-referenced project.

For additional information, please contact the following personnel for the respective solicitation: Kiondria Walker, Contracting Officer at (404) 330-6654, or via email at kmwalker@atlantaga.gov.

Sincerely,


Adam L. Smith

ALS:kaw

Addendum No. 1

Re: FC-7847, Branded Hamburger Concession - Concourse B at Hartsfield-Jackson Atlanta International Airport

February 11, 2015

Page 2

This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below and in the attached documents.

- Answers questions received from interested proponents; and
- Modifies contents of proposal including required submittals.

.....
Proposals are now due **Thursday, March 5, 2015**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303

.....
NO FURTHER QUESTIONS WILL BE ACCEPTED AT THIS TIME.

*****All other information remains unchanged*****

Addendum No. 1

Re: FC-7847, Branded Hamburger Concession - Concourse B at Hartsfield-Jackson Atlanta International Airport

February 11, 2015

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Acknowledgement of Addendum No. 1

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this ____ day of _____, 2015.

Legal Company Name of Respondent

Signature of Authorized Representative

Title

Date

**PROJECT NUMBER FC-7847 – BRANDED HAMBURGER CONCESSION - CONCOURSE B AT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
ADDENDUM #1**

The following questions and/or clarifications were requested by various Proponents:

- 1. Question:** Would it be possible to receive CAD drawings of the two burger spaces in Concourse A & B?

Response: No. Please see Exhibit A.2 for revised drawings with dimensions, attached to this Addendum No 1.
- 2. Question:** Please postpone the RFP due date.

 - a. Bidders do not have enough time to submit a responsive, complete proposal with the time given
 - b. The City's answers to our questions are pivotal, and the way in which we produce our RFP proposals hinges on your answers. We need at least 30 days after the answers are published to submit our proposals.

Response: Proposals are due March 5, 2015 at 2pm.
- 3. Question:** Please provide electronic CAD drawings for the two Branded Hamburger Concession spaces (FC-7845 and FC-7847).

 - a. Our submittals are dependent on the ability to accurately lay out the concept.

Response: Refer to response to question #1
- 4. Question:** How do you define Regional or National Branded Hamburger?

 - a. What is the minimum number of locations?
 - b. Does this exclude local brands: Brands that have one or two locations in the Atlanta Metro area?

Response: National Branded Hamburger is a food and beverage brand with multiple street-side units in two or more of the five specific regions as shown in Exhibit A.3.

Regional Branded Hamburger is a food and beverage brand with multiple street-side units in multiple states within Southeast region as shown in Exhibit A.3.
- 5. Question:** Please remove the requirement that the proposal is double-spaced typed. This will require a lot more pages, which adds to financial and environmental costs.

Response: This requirement will remain unchanged.
- 6. Question:** Does location (FC-7847) currently have:

 - a. Connection to a current grease trap in compliance with Atlanta Watershed and

Airport Planning & Development Requirements?
b. Natural gas connected at the location?

Response: *Yes, there is a grease trap available to connect into.
No, there is no natural gas connected on this concourse, concepts will be limited to those that do not require gas connections*

7. Question: Will we be required to financially contribute to or reimburse the Prime Tenant for the Concourse B Food Court improvements that were performed prior to this RFP (FC-7847)?

Response: *No.*

8. Question: Do Tabs need to be numbered to match numbering in RFP (i.e. 2.1, 2.2, 2.3) or can we use titles of sections per checklist?

Response: *Proponent may use either approach at their discretion.*

9. Question: Should there be an Index in both Volumes or just Volume I?

Response: *Per Section 4.2, Part 2: "Contents of Proposals/Required Submittals," each proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.*

10. Question: Should there be tabs in Volume II since there's just one form per tab?

Response: *Yes.*

11. Question: Should we insert the checklist from page 23? If yes, in Volume I, II or both?

Response: *The checklist is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal. Inclusion in the proposal is not required.*

12. Question: Form 5 is in the A RFP but not in the B. Shall we use the one from the A RFP for both?

Response: *Please see Form 5, Acknowledgment of Insurance and Bonding Requirements, attached to this Addendum No. 1.*

13. Question: Are the forms intended to be the same for Burger A and B? There are slight differences and we are trying to be efficient in preparation.

Response: *Please adhere to the forms set forth in the RFP for FC-7847, Branded Hamburger - Concourse B, and any subsequent addendums.*

14. Question: Exhibit D-2 is not on the checklist. Please confirm that it is not a part of the RFP but completed upon execution of agreement.

Response: *Exhibit D-2, is not a required submittal at the time of proposal submission. The awarded proponent will be required to submit a construction safety and health plan in accordance with the Lease Agreement.*

15. **Question:** Can a CAD drawing of the space be provided?
- Response: Refer to response to question #1.*
16. **Question:** Section 3.16 of the Concessions Lease Agreement included with RFP FC 7847 provides for the responsibility of the successful proposer to pay its pro rata share of food court common area maintenance and refurbishment costs. However, there is no provision for the successful proposer to pay its pro rata share of the original food court build out costs (as per prior DOA commitment to ensure the build out costs are fairly shared among food court tenants). Please clarify and confirm that the successful proposer will be required to pay its pro rata share of food court build-out costs, including design and construction expenses.
- Response: The successful proponent will not be required to pay a pro rata share of the food court build out costs that were incurred prior to execution of this lease.*
17. **Question:** Form 5 is missing from RFP FC-7847 Conc B's package.
- Response: Please see Form 5, Acknowledgment of Insurance and Bonding Requirements, attached to this Addendum No. 1.*
18. **Question:** The forms cannot be directly typed on unless the City provides a text box in the Adobe file for the requested information. Will the City provide the forms with the text box so they can be completed without a typewriter or handwritten?
- Response: No. Proponents may attach additional pages to forms as needed.*
19. **Question:** Please clarify if Regional Hamburger Brands will be considered. If Regional Branded burgers are included please define Regional Branded.
- Response: Refer to response to question #4.*
20. **Question:** Please define National Branded.
- Response: Refer to response to question #4.*
21. **Question:** 4.6 States that no Proponent or entity comprising Proponent may submit more than one proposal under the same or different names or as part of multiple organizations. Does this mean a company cannot submit as a 49% partner or JV in multiple proposals?
- Response: Yes. No Proponent or entity comprising Proponent (including minority partners) may submit more than one proposal under the same or different names or as part of multiple organizations.*
22. **Question:** Do newly formed entities (less than 3 months) have to provide financial statements?
- Response: Per Section 3.3.3. of Part 2 of the RFP document, If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure*

from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

- 23. Question:** Should the first year projections be completed with 6 months of revenue since the location will not open until later in the year or should it show 12 months of revenues?
- Response:** *Twelve (12) months' revenues should be included in the first year projections.*
- 24. Question:** Does the Construction Safety & Health Plan need to be included in the proposal?
- Response:** *Refer to response to question #14.*
- 25. Question:** Is a proposal bond or any fees required to submit a proposal?
- Response:** *No.*
- 26. Question:** Can a company submit different concepts for both of the Branded Hamburger RFPs? Or do you have to submit the same concept for each of the Branded Hamburger RFPs?
- Response:** *Different concepts may be proposed.*
- 27. Question:** Please define "direct or indirect Business Relationship" in Question #8 in Form 2
- Response:** *Proponents are required to provide a full disclosure in response to Form 2.*
- 28. Question:** Reference is made to paragraphs (a) through (h) in the last paragraph on page 35 of Form 2, but the preceding paragraphs are not assigned any letters (a) through (h). Are you referring to the 7 preceding paragraphs?
- Response:** *Please see the revised Form 2, Contractor Disclosure Form, attached to this Addendum No. 1.*
- 29. Question:** Are proponents required to attach letters from Insurance Company and Bonding Company for Form 5 – Acknowledgement of Insurance and Bonding Requirements?
- Response:** *No.*
- 30. Question:** 3.3.2 of the Concessions Agreement – Same Store Pricing: If the concept is a National Brand with multiple street store locations – are you allowed to average the street store pricing plus add 10% to set pricing?
- Response:** *Refer to section 3.3.1 of the draft Lease Agreement regarding calculating Street Plus Ten Percent (10%) Pricing, as referenced in section 3.3.2 of the draft Lease Agreement.*
- 31. Question:** Will you provide the menu for Fly Burger Boutique? B
- Response:** *No.*

32. **Question:** Will you provide the menu for Boardwalk Burgers? A
- Response: No.*
33. **Question:** Will special consideration be given from P&D for this project to ensure the design review process is completed promptly to meet the 180 days store Opening time frame?
- Response: The review process will remain the same.*
34. **Question:** Are we required to provide the compostable service ware and consumer facing packaging on day one of Opening Day?
- Response: No, The Airport will notify the Concessionaire when compostable service ware and consumer facing packaging will be required.*
35. **Question:** Is the winning proponent required to provide 2 Bonds: Payment and Performance each for the full value of the annual contract as well as a third Payment Bond for construction cost during the build out?
- Response: Yes.*
36. **Question:** Can the renderings be submitted on 11" x 17" paper?
- Response: Yes.*
37. **Question:** When the Respondent is a newly formed entity (formed within the last 3 years) and an authorized representative is completing and signing the Contractor Disclosure Form, should the questions in A, B and C be answered with respect to the authorized representative?
- Response: If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.*
38. **Question:** Form 5-Acknowledgment of Insurance and Bonding Requirements for Request for Proposal, FC-7847, Branded Hamburger Concession – Concourse B, seems to be missing. Could you please provide it?
- Response: Please see Form 5, Acknowledgment of Insurance and Bonding Requirements, attached to this Addendum No. 1.*
39. **Question:** Can you provide an anticipated annual CAM amount?
- Response: The CAM charges applicable to food court tenants are between \$17,000 and \$19,000 per month.*
40. **Question:** What is the timing of the expected Food Court Refurbishment and is there a minimum investment amount required for the refurbishment?

Response: *The Food Court Refurbishment is required in approximately 2019 and could be between \$100-\$200/square feet in public areas.*

41. Question: Is there an existing grease trap that can be tied into for this space?

Response: *Yes.*

42. Question: Due to the shortened time frame to respond to this high revenue generating location, would the City of Atlanta consider extending the February 19th due date?

Response: *Refer to response to question #2.*

43. Question: The Commencement Date is defined as the date in which the successful proposer signs the lease? Or when the space is turned over for construction? Please clarify.

Response: *The Commencement Date is defined in section 2.1 of the draft Lease Agreement.*

44. Question: Will renderings be required for the proposal?

Response: *Yes.*

45. Question: *Will this location be allowed to serve wine, beer, and liquor?*

Response: *No.*

46. Question: Will only National Burger concepts be accepted?

Response: *The concept requested is a National or Regional Branded Hamburger. Please also refer to the response for question #4.*

47. Question: Please confirm no local branded burger concepts based in the Atlanta Metro Area will be accepted.

Response: *A locally Branded Hamburger concept is not acceptable.*

48. Question: 15% rent is stated in the RFP, does that cover all gross sales including alcohol?

Response: *Yes, 15% rent is applicable on all gross sales.*

49. Question: Could you please clarify and list all of the required submittal items need for Appendix A?

Response: *The following are the required submittals from Appendix A:*

- *ACDBE Form -1 City of Atlanta Contract Compliance Certificate*
- *ACDBE Form-2 Subcontractor Contact Form*
- *ACDBE Form-3 Airport Concessions Disadvantaged Business Enterprise Subcontractor Project Plan Subcontractor/Supplier Utilization*
- *ACDBE Form -4 Letter of Intent (Submitted for Each ACDBE firm)*
- *Form 5 First Source Jobs Information Form*

- *Form 6 The Agreement Regarding the use of the First Source Jobs Program by Contractors with the City of Atlanta*

50. Question: Will the successful proponent be required to spend the entire amount of the estimated investment submitted in their proposal if it constructed under that submitted amount?

Response: Yes.

51. Question: Will the existing grease trap be a shared cost with the other Concourse B Food Court locations?

Response: Yes.

52. Question: Are there any Common Area Maintenance charges associated with this location?

Response: Yes. Refer to response to question #39.

53. Question: Is there a proposal deposit amount due with this proposal? If so, how much?

Response: No.

54. Question: Will any development of the counter seating across from this location be required or allowed?

Response: No.

55. Question: Where is Form 5 Acknowledgement of Insurance and Bonding located in the RFP document and what is its official title? It is not located with forms 1-10 and there is no document with Form 5 in the title in Exhibit D.

Response: Please see Form 5, Acknowledgment of Insurance and Bonding Requirements, attached to this Addendum No. 1.

56. Question: Sections 1.2.2.4.2 (contraction) and 1.2.2.4.3 (expansion) – RFP leases use the “Commencement Date” square footage (i.e. when the lease is executed) as the basis for determining all later expansions or contractions of premises, and any resulting change to MAG. Can the basis be the actual square footage at a given time?

Response: No, the square footage indicated in the executed Lease Agreement will be the base.

THE FOLLOWING ARE CHANGES AND/OR MODIFICATIONS TO THE PROPOSAL DOCUMENTS:

1. PART 4; REQUIRED SUBMITTALS, FORM 2: CONTRACTOR DISCLOSURE FORM

Delete: Form 2: Contract Disclosure Form, in its entirety.

Replace with: Revised Form 2: Contractor Disclosure Form, attached to this Addendum No 1.

2. PART 4; REQUIRED SUBMITTALS, FORM 5: ACKNOWLEDGEMENT OF INSURANCE AND BONDING REQUIREMENTS

Add: Form 5: Acknowledgement of Insurance and Bonding Requirements, attached to this Addendum No 1.

3. EXHIBIT A; SCOPE OF SERVICES, SECTION 2, PARAGRAPH 1

Delete: Exhibit A, Scope of Services, Section 2, Paragraph 1, in its entirety.

2. Permitted Uses Generally:

The concept must offer additional hamburger choices for the passengers on Concourse B other than those Hamburger concepts currently offered or under construction on Concourse B (e.g., Fly Burger Boutique).

4. EXHIBIT A; SCOPE OF SERVICES, SECTION 4 (ADD NEW PARAGRAPH TO END OF SECTION 4)

4.2 Airport Infrastructure Upgrades

The Airport's infrastructure requires that additional equipment may be needed during construction of the Leased Premises to satisfy current codes, ordinances or airport construction requirements. This equipment could include a 1,500 gallon grease interceptor, electrical grounding plates and/or stainless steel waste lines. If it is determined that this equipment is required for the concession space being developed, concessionaire must, at its sole initial expense, design, construct and install these improvements. The City agrees to reimburse Concessionaire for base building improvements to include a 1,500 gallon in-ground grease interceptor, electrical grounding plates and stainless steel upgrade of waste lines from cast iron material. All requests for reimbursement must be (1) approved by the Airport's Department of Aviation Planning and Development and (2) submitted, with supporting documentation (including proof of payment), at the completion of the project. Concessionaire will be responsible for the maintenance and repair of this equipment and shall maintain all records relative thereto, throughout the Term of the Lease Agreement.

REVISED
FORM 2: CONTRACTOR DISCLOSURE FORM

REVISED FORM 2
CONTRACTOR DISCLOSURE FORM
DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

"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 Respondent or a member of Respondent.
"Contractor"	Any person, partnership or entity having a contract with the City.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	<p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p>

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

A. Basic Information:

1. Name of Respondent: _____
2. Name of the authorized representative for the Respondent: _____

B. Individual/Entity Information:

Principal Office Address: _____

Telephone and Facsimile Numbers: _____

E-Mail Address: _____

Name and title of Contact Person for the Individual/Entity: _____

Is the individual/Entity 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

C. Questionnaire

If you answer “YES” to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

3. If “yes” to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent’s work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**

Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**

Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) 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**

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** **NO**

9. Whether Respondent has 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**

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** **NO**

11. Has the Respondent 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? **YES** **NO**

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** **NO**

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(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 section 94-133, mother, father, sister, brother, and **YES** **NO**

natural or adopted children of an official or employee.

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

Respondent or the Respondent's family members. Please describe:

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, 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 Respondent/Offeror."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor 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.

Confidentiality. Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent 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 respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or 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 Contractor agrees as follows:

- a) The Contractor 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 Contractor 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 Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, 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 Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor'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 Contractor 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 Contractor 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 Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e) The Contractor 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 Contractor 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 Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f) The Contractor 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 Contractor and its subcontractors.

- g) The Contractor 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 Contractor 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 Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor 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 Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee 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.

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form 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 Respondent.

For entities that are newly formed (formed within the last three years):

I certify that the Respondent is newly formed and does not have sufficient information to respond to Part C of this Form.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

Subscribed and sworn to or affirmed by _____ **(name) this** ___ **day of**
_____, **20**__.

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

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20**__

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

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

**FORM 5: ACKNOWLEDGMENT OF INSURANCE AND
BONDING REQUIREMENTS**

FORM 5

Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Proponent, acknowledge that if selected as the successful Proponent for **FC-7847: Branded Hamburger Concession – Concourse B at H-JAIA**. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

Proponent 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. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance Requirements, I represent that the Proponent 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 Proponent.

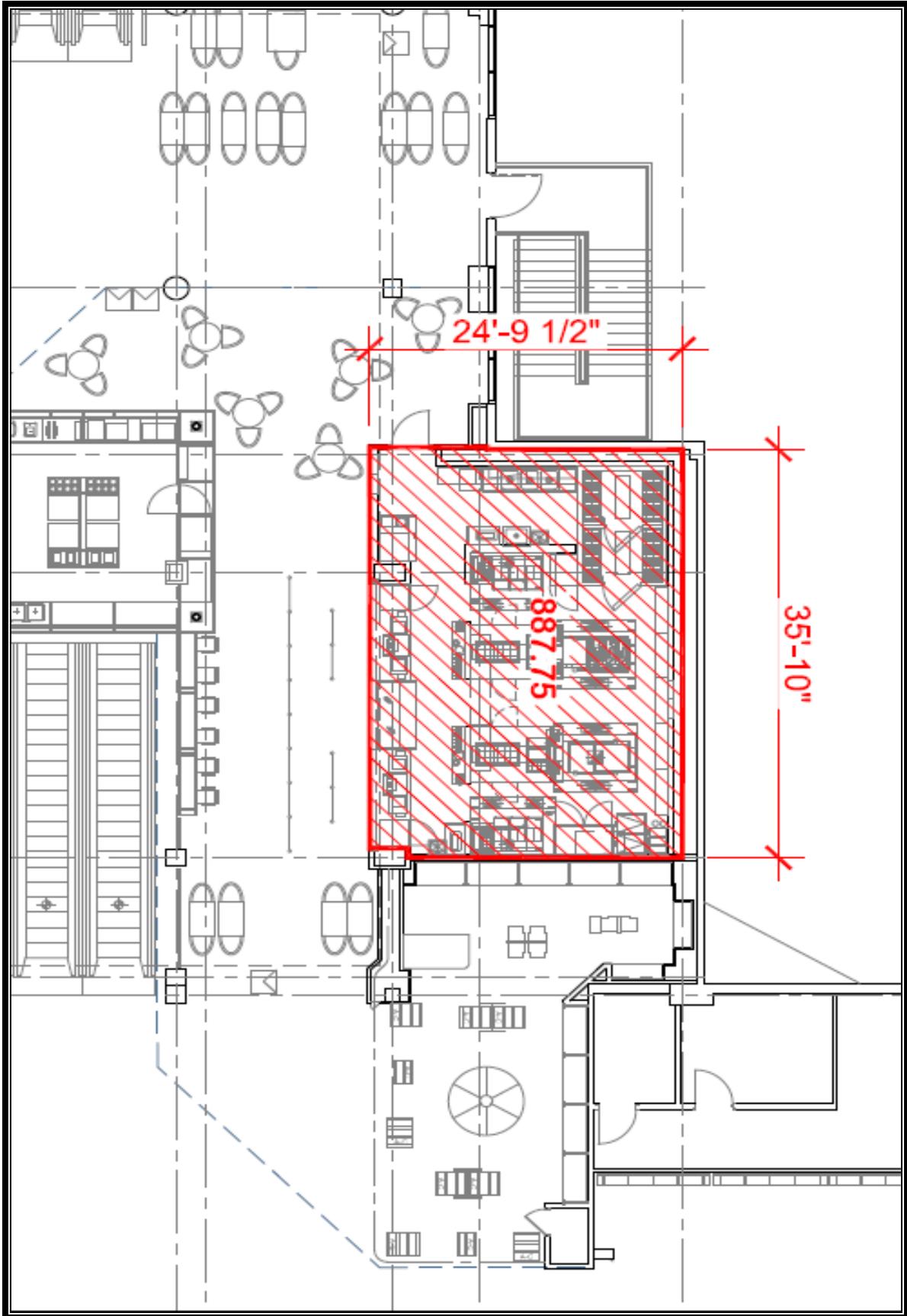
Dated this _____ day of _____, 2015.

Corporate Proponent: [Insert Corporate Name] _____ By: _____ Print Name: _____ Title: _____ _____ Corporate Secretary/Assistant Secretary (Seal)
--

Non-Corporate Proponent: [Insert Proponent Name] _____ By: _____ Print Name: _____ Title: _____ _____ Notary Public (Seal) My Commission Expires: _____

REVISED EXHIBIT A.2: MAP OF PREMISES

REVISED EXHIBIT A.2
MAP OF PREMISES



B-F9 Branded Hamburger

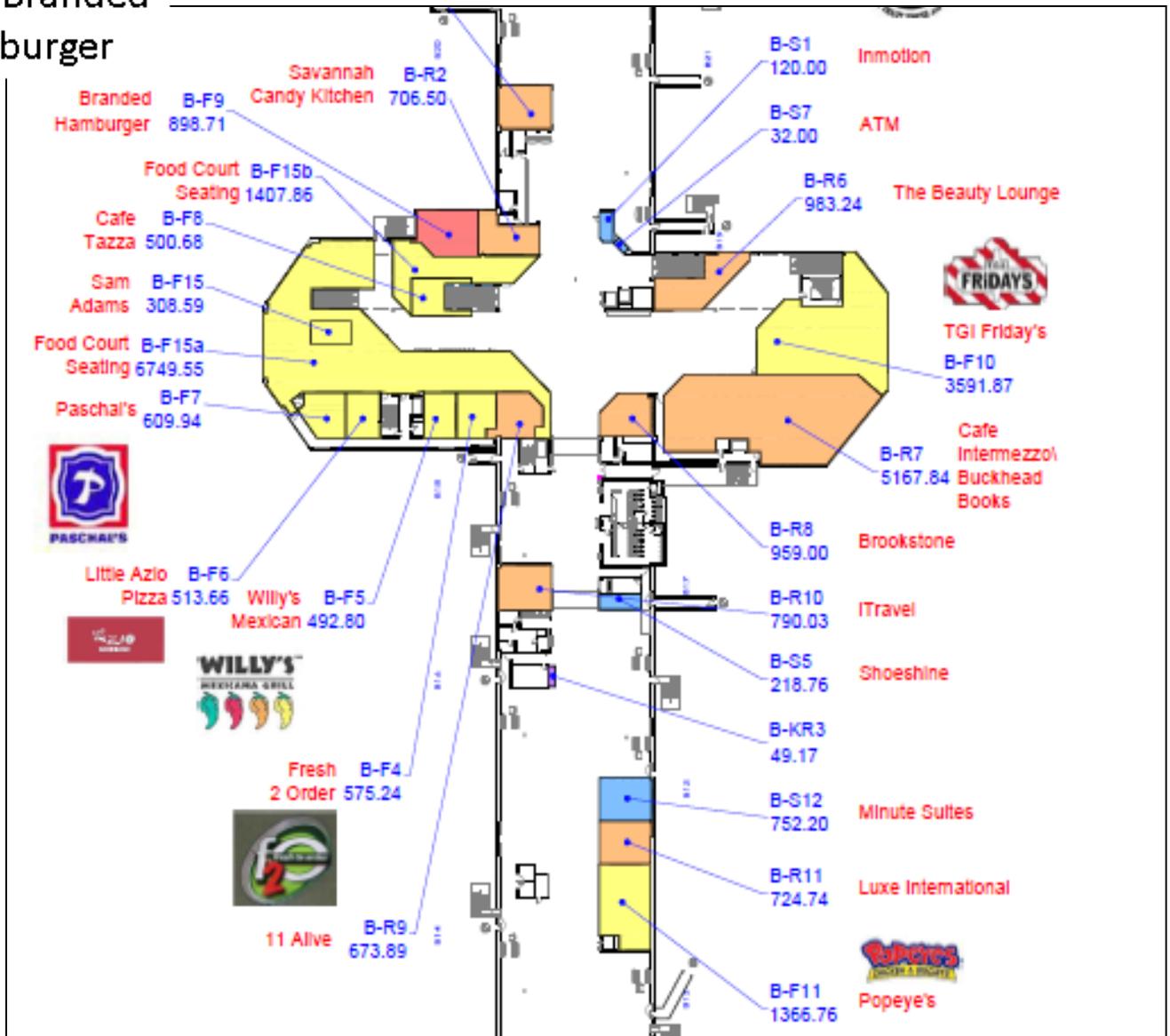


EXHIBIT A.3: REGIONAL/NATIONAL MAP

