



CITY OF ATLANTA

SUITE 1900

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6204 Fax: (404) 658-7705

Internet Home Page: www.atlantaga.gov

Kasim Reed
Mayor

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

January 7, 2014

INTERESTED PROPONENT:

**Re: FC-6362, Coffee & Bakery Concession in the Rental Car Center
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: for FC-6362, 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-6362, Coffee & Bakery Concession in the Rental Car Center at Hartsfield-Jackson Atlanta International Airport

January 7, 2014

Page 2

This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below:

- Changes the proposal due date;
 - Provides additional optional Site Tour information;
 - Modifies Parts 1 through 3 of the RFP in Division 1 of the attached documents;
 - Modifies Part 5 of the RFP in Division 2 of the attached documents; and
 - Responds to written questions that the City's Department of Procurement received on or before the due date referenced in the RFP, in Division 3 of the attached documents.
 - Additional questions regarding this RFP should be submitted in writing no later than 5:00 p.m. on or before January 17, 2014.
-

Proposals are due **Wednesday, February 5, 2014**, 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

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

Addendum No.1

Re: FC-6362, Coffee & Bakery Concession in the Rental Car Center at Hartsfield-Jackson Atlanta International Airport

January 7, 2014

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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 _____, 2014.

Legal Company Name of Respondent

Signature of Authorized Representative

Title

Date

ADDENDUM #1
**FC-6362, COFFEE & BAKERY CONCESSION IN THE RENTAL CAR CENTER AT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

Additional Optional Site Tour: The Departments of Procurement and Aviation will conduct another site tour on **January 15, 2014 at 1:30 P.M. [EST]**. Individuals desiring to attend the site tour should meet at the Airport's Technical Support Campus located at 1255 South Loop Road, College Park, Georgia at the date and time set forth above. Attendance at any site tour is not mandatory. However, each Proponent is solely responsible for being fully informed regarding all existing and expected conditions as well as any matter that may affect the cost or performance of the Services. Any failure to fully investigate the subject matter of this RFP and any site where the Services will be performed shall not relieve and Proponent from the responsibility of properly evaluating the difficulty or cost of successfully performing the Services.

Division 1 - Modifications to Parts 1 through 3 of the RFP- The following modifications and amendments are incorporated in Part 1 of the RFP by this reference:

1. Delete the Table of Contents and replace the same with the following in lieu thereof:

TABLE OF CONENTS

PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

PART 2: CONTENTS OF PROPOSAL/REQUIRED SUBMITTALS

PART 3: EVALUATION OF PROPOSALS

PART 4: SUBMITTAL FORMS

- Form 1: Illegal Immigration Reform and Enforcement Act Forms
- Form 2: Proposal Security
- Form 3: Disclosure Form and Questionnaire
- Form 4: Proponent Financial Disclosures
- Form 5: Acknowledgment of Insurance and Bonding Requirements
- Form 6: Non-Applicable
- Form 7: Acknowledgment of Addenda
- Form 8: Proponent Contact Directory
- Form 9: Client List

PART 5: CONCESSIONS LEASE AGREEMENT

- Exhibit A: Scope of Services
- Exhibit A.1: Financial Offer Form
- Exhibit A.2: Map of Premises
- Exhibit B: Authorizing Legislation
- Exhibit C: Definitions
- Exhibit D: Insurance & Bonding Requirements
- Exhibit E: Airport Security Requirements
- Exhibit F: Dispute Resolution Procedures
- Exhibit G: Construction Safety & Health Plan
- Appendix A: Office of Contract Compliance Requirements and Forms

Appendix B: Menu Concept & Key Personnel

2. Delete Section 4.1 of Part 1 – Information and Instructions to Proponents of the RFP and replace the same with the following in lieu thereof:

4.1 Submission of a complete proposal package in response to this RFP, including, without limitation, all required forms, submittals, exhibits and addenda.

3. Delete Section 8.1 of Part 1 – Information and Instructions to Proponents of the RFP and replace the same with the following in lieu thereof:

8.1 Each Proponent is required to furnish security for its proposal in the amount of five percent (5%) of the Proponent's proposed MAG (as defined in Section 5.1.1 of the Agreement) offered for the first year of the Agreement ("**Proposal Security**"). At the option of the Proponent, the Proposal Security may be delivered to the City in the form of either (a) cash, (b) cashier's or certified check made payable to the City of Atlanta or (c) a Proposal Bond in the form attached to this RFP as **Form 2** from a surety that meets the minimum requirements set forth in **Exhibit D** attached to the Agreement.

4. Delete Section 2.1.3(b) of Part 2 – Contents of Proposals/Required Submittals of the RFP and replace the same with the following in lieu thereof:

(b) **Desired Menu/Concept Requirements:** Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and other takeaway snack items (such as prepared sandwiches, salads, and desserts). Food should be available in convenient "to go" packaging. Restaurant should also offer juices and water in a cup only (i.e., no bottled water or juices). Menu offerings shall be of high quality and offer good value to the customers. There must be portion-appropriate menu items for children. A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.

Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes. Disposable cameras, film, photographic accessories, and batteries. Tobacco products and related accessories. Travel-sized non-prescription medication and pain relievers. High quality regional gifts, souvenirs, and travel-related products. Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

5. Delete Section 2.1.5(b) of Part 2 – Contents of Proposals/Required Submittals of the RFP and replace the same with the following in lieu thereof:

(b) Provide three (3) examples of how Proponent (or identified team members) corrected a problem (whether it is personnel, client or project related) that was encountered during the execution of a food, beverage and/or retail project, excluding construction related problems (i.e., during the term of the food, beverage and/or retail agreement/engagement).

6. Delete Sections 2.2 of Part 2 – Contents of Proposals/Required Submittals of the RFP and replace the same with the following in lieu thereof:

2.2 Volume II: Proponent must include the required amount of original and copies of fully completed (and as appropriate executed and sealed) forms required by this RFP (or otherwise required to be created by Proponent), which must be set forth in and include each of the following:

- 2.2.1 Form 1: Illegal Immigration Reform and Enforcement Act.
- 2.2.2 Form 2: Proposal Bond.
- 2.2.3 Form 3: Disclosure Form and Questionnaire.
- 2.2.4 Form 4: Proponent Financial Disclosures.
- 2.2.5 Form 5: Acknowledgement of Insurance and Bonding Requirements.
- 2.2.6 Form 6: Non-Applicable
- 2.2.7 Form 7: Acknowledgement of Addenda.
- 2.2.8 Form 8: Proponent Contact Directory.
- 2.2.9 Form 9: Client List.
- 2.2.10 Exhibit A.1: Financial Offer. See Section 3 of Part 2 of this RFP below.
- 2.2.11 Appendix A: Office of Contract Compliance Requirements and Forms.

7. Delete Section 6 of Part 2 - Contents of Proposals/Required Submittals of the RFP and replace the same with the following in lieu thereof:

6. Submittals: The following submittals must be completed and submitted with each proposal. This table is included solely for Proponent’s convenience and may be used to track the preparation and submittal of certain required information with Proponent’s proposal.

ITEM #	REQUIRED PROPOSAL SUBMITTAL CHECK SHEET	CHECK (v)
Form 1	Illegal Immigration Reform and enforcement Forms	
Form 2	Proposal Security (either in (i) cash, (ii) cashier’s/certified check or (iii) bond)	
Form 3	Disclosure Form and Questionnaire	
Form 4	Proponent Financial Disclosures	
Form 5	Acknowledgement of Insurance and Bonding Requirements	

Form 6	Non-Applicable	N/A
Form 7	Acknowledgement of Addenda	
Form 8	Proponent Contact Directory	
Form 9	List of Clients	
Exhibit A.1	Financial Offer	
Appendix A	City's Office of Contract Compliance Submittals	
	Evidence of authority to transact business in the State of Georgia	

NOTWITHSTANDING THIS CHECK SHEET, PROPONENTS ARE ADVISED THAT ALL SUBMITTALS REQUIRED BY THIS RFP (WHETHER OR NOT LISTED IN THIS CHECK SHEET) MUST BE COMPLETED IN-FULL AND, IF APPLICABLE, SIGNED SEALED AND NOTARIZED. BY SUBMITTING A PROPOSAL TO THIS RFP, PROPONENT ACKNOWLEDGES AND AGREES THAT THE CITY PROVIDED THIS CHECK SHEET SOLELY FOR PROPONENT'S CONVENIENCE.

8. Delete Form 2 of Part 4 of the RFP and replace the same with revised **Form 2, Proposal Bond**, attached hereto and incorporated herein by this reference, in lieu thereof.
9. Delete Form 6 of Part 4, Certification of Insurance and/or Bonding Ability, in its entirety.
10. Add the new Form 9, List of Clients to this RFP, attached hereto and incorporated herein by this reference, to the end of Part 4 of the RFP.

Division 2 - Modifications to Part 5 of the RFP

1. Delete "862.75" from the chart in Section 1.1.1 of the Concessions Lease Agreement in Part 5 of the RFP and replace, in each instance the number appears, with "826.00" in lieu thereof.
2. Delete "830 s.f." from Section 3 of Exhibit A of the Concessions Lease Agreement in Part 5 of the RFP and replace with "826.00 s.f." in lieu thereof.
3. Delete "Desired Menu/Concept Requirements" from Section 3 of Exhibit A of the Concessions Lease Agreement in Part 5 of the RFP and replace with the following in lieu thereof:

Desired Menu/Concept Requirements:

- Menu should include branded coffee and espresso drinks, tea, and limited menu of baked goods (suitable for breakfast, such as muffins and bagels) and takeaway snack items for other day-parts (such as prepared sandwiches, salads, and desserts)
- Food should be available in convenient "to go" packaging

- Restaurant should also offer juices and water in a cup only (i.e. no bottled water or juices)
- Menu offerings shall be of high quality and offer good value to the customers
- There must be portion-appropriate menu items for children
- A newspaper selection consisting of at least two (2) local, six (6) national/out of town, and four (4) international/foreign newspaper titles of general circulation must be carried at all times.
- Cosmetics, hosiery, and variety of health & beauty aid products in travel sizes.
- Disposable cameras, film, photographic accessories, and batteries.
- Tobacco products and related accessories.
- Travel-sized non-prescription medication and pain relievers.
- High quality regional gifts, souvenirs, and travel-related products.
- Business traveler supplies such as paper, pens, stationery, postage stamps sold at face value, and planners/calendars.

Non-Permitted Menu/Concepts:

- Alcoholic beverages
 - Candy & Chewing Gum
 - Carbonated beverages
 - Bottled juices & water
 - Any and all sales from vending machines or other mechanical devices, including but not limited to: cigarettes, candy, maps, coffee, juice, water, newspapers, stamps, phone cards, insurance policies, and dispensation of cash, money orders, and checks
 - Any menu item or concept that has not been approved in advance by the Aviation General Manager in writing.
4. Delete "862.75" from Exhibit A.2 of the Concessions Lease Agreement in Part 5 of the RFP (page 90) and replace with "826.00 s.f." in lieu thereof.
 5. Add the new Attachment 3, attached hereto and incorporated herein by this reference, to the end of Appendix A attached to the Concessions Lease Agreement in the RFP.

Division 3 - Responses to Submitted Questions

1. **Question:** Pg14 2.15.b Are you referring to problems related to construction or retail related? It appears as it is more potential employee related.

Response: See amendment to Section 2.1.5(b) of Part 1 of the RFP set forth in Division 1 of this Addendum Number 1 above.

2. **Question:** Pg 15- 2.1.6 Client List.... (Allen, this may have something to do with persons we will list on Form 4 but not completely sure) Are you looking for a client list of clients who had locations built or a list of clients that we have done business with i.e. suppliers law firms etc.?

Response: Proponents must provide, on Form 9 of the RFP, a list of four of the clients that they provided services to that are similar to the Service (as defined in and set forth in the RFP). Reviewing the Scope of Services set forth in the Concessions Lease Agreement will give Proponents a better understanding of the 'Service' being procured pursuant to the RFP. For example only, providing food and beverage catering services to a law firm would not be similar to the Service (as defined in the RFP).

3. **Question:** Pg 23- Subcontractor Affidavit please explain.

Response: See Section 19 of Part 1 of the RFP. A completed contractor affidavit is required for the Proponent and a completed subcontractor affidavit is required for Proponent's subcontractors, if any. Form 1 is required to confirm that any of Proponent's subcontractors are, in fact, enrolled in the E-Verify program in compliance with O.C.G.A. Section 13-10-91.

4. **Question:** Pg 31- Proponent/ Bidder Financial Disclosures.... Bid as an individual, partnership, newly formed? Can newly form LLC and an entity of three years show two separate financials? Example A newly formed company with a pass through revenue from a previous company form a partnership with an existing company.

Response: Yes, the RFP requires that a newly formed LLC and the second entity in existence for three years submit financial statements for both entities. The City of Atlanta is providing no response or comment on whether or not "[a] newly formed company with a [sic] pass through revenue from a previous company" should "form a partnership with an existing company."

5. **Question:** Pg 42- Concessions Lease Agreement... Top portion.

Response: No response required. See response to Question 15 below.

6. **Question:** Pg 53 (5.1.1)- MAG (\$ or %) ? Please explain.

Response: As stated in the Concessions Lease Agreement, Rent will be paid monthly in advance, beginning on the 150th day after the Commencement Date. Concessionaire will pay one-twelfth (1/12th) of the MAG on the first day of each month. By the tenth (10th) day of each month, Concessionaire will submit a report, in a form provided by Department of Aviation, of Concessionaire's actual Gross Receipts received during the previous month along with the calculation of Percentage Rent (as defined in the Concessions Lease Agreement) for

the previous month and if the Percentage Rent or that month is greater than the previously paid MAG for the same month, then Concessionaire is required to remit the additional rent owed to the City with the submission of its Percentage Rent calculation. (e.g., If September 2017 MAG is 10,000.00 but the Percentage Rent calculated for the same month is 12,000.00, then the Concessionaire should remit \$2,000.00 to the City with its Gross Receipts report)

Alternatively, if the Percentage Rent is lower than the previously paid MAG, then Concessionaire is not required to remit any additional rent as a result of the Percentage Rent calculation. (e.g., If September 2017 MAG is 10,000.00 but the Percentage Rent calculated for the same month is 8,000.00, then the Concessionaire will not remit any additional funds provided it has fully paid its MAG and any other charges in a timely manner)

The Minimum Annual Guarantee is established by Proponent's completion of Exhibit A.1 – Financial Offer Form. All of the percentages used in calculating the Percentage Rent for each category of food/non-food item is also set forth on Exhibit A.1.

7. **Question:** Pg 83- Fill in blank portion at bottom of page?

Response: This portion of the Concessions Lease Agreement does not need to be completed when Proponent submits its Proposal.

8. **Question:** Pg 85- Concessionaire Portion Should this page be submitted with the Proposal? It appears as though it should not.

Response: This portion of the Concessions Lease Agreement does not need to be completed when Proponent submits its Proposal.

9. **Question:** Stated bid sq. footage is 830, it appears as though the actual size is closer to 2,000 sq. ft...

Response: The Premises contains 826 square feet of floor space. See Division 2 of this Addendum for corrections to the RFP.

10. **Question:** Signage/visibility. How much is there in front of space?

Response: The Concessionaire will be afforded the opportunity to submit a signage plan with the plans and specifications for the construction of its space. All plans and specifications, including signage plan(s) are subject to the Aviation General Manager's written approval.

11. **Question:** Security bond on new entity or two separate partners?

Response: The Proponent must submit Proposal Security in accordance with Section 8. – Proposal Security of Part 1 – Information & Instructions to Proponents, of the RFP. Additionally, the successful Proponent that is awarded Contract FC-6362 is obligated to obtain insurance and a bond in compliance with the requirements set forth in Exhibit D of the Concessions Lease Agreement.

12. **Question:** Who is considered a sub-contractor?

Response: Any entity contracting to perform part or all of Proponent's contract.

13. **Question:** Pg 23- Subcontractor Affidavit.

Response: No response is required. See response to Question 3 above.

14. **Question:** Pg 31- Proponent/Bidder Financial Disclosures...Bid as an individual, partnership newly formed. If the entity is newly formed then how do we submit financial information for the newly formed entity?

Response: See response to Question 4 above.

15. **Question:** Pg 42- Concessions Lease Agreement...Top portion. Should this page be filled out and submitted with the proposal?

Response: No.

16. **Question:** Pg 83- Fill in blank portion at bottom of page? Should the page on the bottom be filled out and submitted with the proposal?

Response: See response to Question 7 above.

17. **Question:** The same with Page 85.

Response: See response to Question 8 above.

18. **Question:** Do sub-contractors have to complete all of the forms?

Response: Subcontractors are required to complete Form 1 of the RFP and any other form that is specifically required to be completed by a subcontractor.

19. **Question:** What is the number of employees that work at the Rental Car Center?

Response: The Department of Aviation manages approximately 40 employees who work at the Rental Car Center on a daily basis. However, the various services providers and car rental companies account for approximately 300 - 400 additional employees. *Please note that the Department of Aviation did not and does not verify the estimated number of employees that actually work for the various services providers and car rental companies at the Rental Car Center on a daily basis.*

20. **Question:** How many employees are onsite at the Rental Car Center between 7am and 10pm?

Response: See response to Question 19 above.

21. **Question:** Please provide the total number of people that have visited the Rental Car Center each year for 2013, 2012, 2011, 2010 and 2009.

Response: The Department of Aviation does not have information on the total number of

people that visited or passed through the Rental Car Center.

22. **Question:** On average, what is the total number of people that visit the Rental Car Center annually?

Response: See response to Question 21 above.

23. **Question:** Please explain how transaction days are calculated.

Response: This question is too vague to be answered.

24. **Question:** Please provide an explanation of the rental payment as discussed in section 5.1.1 of the RFP.

Response: See response to Question 6 above.

25. **Question:** Does the proponent need to be a DBE or SBE certified company? If the proponent is a DBE company, how much does that count towards the 36% DBE participation goal?

Response: Proponents are not required to be an ACDBE in order to submit a proposal. If the Proponent is an ACDBE and they self-perform the entire contract, then the 36% ACDBE participation goal has been met. If the Proponent is not an ACDBE certified company, then it should be using ACDBE certified subcontractors to meet the required goals.

26. **Question:** If DBE and/or SBE certification is submitted but "pending" at the time proposals are due to the City, will they be deemed non-responsive?

Response: No. Prime contractors are allowed to use ACDBE subcontractors while their certification is on pending status. The ACDBE certification application should be in Georgia Department of Transportation (G-DOT) office on or before the date the RFP response is due to the City. Additionally, the Small Business Enterprise ("SBE") certification can be obtained through the City of Atlanta's Office of Contract Compliance. However, the SBE certification is not required for this contracting opportunity (i.e., FC-6362).

27. **Question:** If a newly formed entity is formed to submit a proposal, does the minority (49%) owner submit their financial documents as well?

Response: Yes.

28. **Question:** Will the City provide monthly foot traffic or transactional data for the Rental Car Center?

Response: No, see response to Question 21 above.

29. **Question:** Will there be any additional storage space included in the lease, and if so, where is it located?

Response: Yes, limited storage space may be available in the Rental Car Center. See Section 1.4 of the Concessions Lease Agreement attached to the RFP.

30. **Question:** Can the City specify with more detail, what would be considered "qualified" proponents? Does that mean convenience store owners? Deli owners? Gas station owners?

Response: See the RFP, including, without limitation, Section 4 of Part 1 – Information and Instructions to Proponents as modified by Addendum No. 1.

31. **Question:** Will the City allow the sale of Georgia Lottery tickets?

Response: No.

32. **Question:** There appears to be a discrepancy on Permitted/Non-permitted Items sold, as the items allowed to be sold on page 11/12 of the RFP does not match the list on page 88 of the RFP. Can the City please provide a definitive list of permitted/non-permitted items to be sold?

Response: The RFP has been modified. Please see item 3 of Division 2 of this Addendum set forth above.

33. **Question:** Are there any existing utility hook-ups (gas, water)?

Response: Electricity, water and telephone/data lines are located in the Rental Car Center and may be used by the Concessionaire. However, no utilities are stubbed to the Premises (as defined in Section 1 of the Concessions Lease Agreement) at present. It will be the Concessionaires responsibility, at Concessionaire's sole cost and expense, to have those utilities brought to the Premises. The Concessionaire's plans and specifications for the Premises must include utility plans.

34. **Question:** Is there any type of data/internet connection available?

Response: See response to Question 33 above.

35. **Question:** Is this a "Shelter Market" opportunity?

Response: No.

36. **Question:** Will proponents be allowed to take another tour of the site? Should proponent contact the building manager's office for approval on another site tour?

Response: See information in this Addendum regarding an additional optional site tour.

37. **Question:** Do we need to show the different categories in the gross receipts or show it the assumption page or can we use the Form 7 in the previous RFP?

Response: There was no prior RFP advertised for these Services. Additionally, this question is too vague to be answered.

38. **Question:** What is the height of the ceiling?

Response: Please see the estimated measurements below. Please note that the successful Proponent will solely be responsible for field measuring the space as a part of its design and construction of the space.

- Height within the Premises from the finished floor to the drop ceiling is 10'-0";
- Height within the Premises from the drop ceiling to the underside of the concrete deck above is 53.5"; and
- Height within the Premises from the drop ceiling to the underside of the concrete beams above is 37.5".

39. **Question:** Can outside sitting be included in proposal?

Response: No.

40. **Question:** Because of the exclusive nature of this package and no true historical data, can the successful proponent have exclusive right to the rental car center for future development?

Response: No.

41. **Question:** Can employees park at the rental car center?

Response: No.

42. **Question:** Do rental car center employers provide a break room for employees?

Response: No.

43. **Question:** How many employees work in the rental car center?

Response: See responses to Question 19 above.

Form 2
PROPOSAL BOND

**FC-6362: Coffee & Bakery Concession in the Rental Car Center at
Hartsfield-Jackson Atlanta International Airport**

CITY OF ATLANTA, GEORGIA

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia ("CITY"), in the penal sum of _____ DOLLARS (\$ _____), which is at least five percent (5%) of the amount of Principal's cost proposal or financial offer for **FC-6362: Coffee & Bakery Concession in the Rental Car Center located at Hartsfield-Jackson Atlanta International Airport**, in good and lawful money of the United States of America, to be paid upon demand of the CITY to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a cost proposal or financial offer to the CITY for **FC-6362: Coffee & Bakery Concession in the Rental Car Center located at Hartsfield-Jackson Atlanta International Airport**;

WHEREAS, the PRINCIPAL desires to file this Bond in accordance with law as proposal security, in lieu of the equivalent in cash, a cashier's check or certified check otherwise required to accompany its proposal;

NOW THEREFORE, the conditions of this obligation are such that if the proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Services Agreement, execute the Services Agreement in accordance with the proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the CITY and execute sufficient and satisfactory Performance and Payment Bonds payable to the CITY each in the amount of one hundred percent (100%) of the total Services Agreement price in form and with security satisfactory to the CITY, whereupon this obligation shall be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall, upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the CITY, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorneys' fees to be fixed by the Court.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2014.

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:** _____

SURETY:
Name: _____

By: _____

Name: _____

Title: _____

FORM 9

LIST OF CLIENTS¹

Each Proponent should provide a list of at least four (4) clients as references using the following format:

Client: Name
 Address
 City, State, Zip
 Phone
 Fax

Project: Conference Management Services

Contact Person: Mr. John Doe
 (404) 555-5555

Date(s) of Project: August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role: Responsible for etc.

Completion Status:

(Next Client)

¹ Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its proposal as long as such form meets the informational requirements of this form.

ATTACHMENT 3

(THIS PAGE SHALL BE SUBMITTED FOR EACH ACDBE FIRM)

LETTER OF INTENT

Airport Concessions Disadvantage Business Enterprise

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

ACDBE Firm: ACDBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

ACDBE Contact Person: Name: _____ Phone: () _____

Expiration Date of ACDBE Certification: _____

ACDBE is performing as: Prime Concessionaire Sub concessionaire Joint Venture

Work item(s) to be performed by ACDBE	Description of Work Item	Quantity	Total

The proponent is committed to utilizing the above-named ACDBE firm for the work described above. The estimated participation is as follows:

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

AFFIRMATION:

The above-named ACDBE 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 proponent does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.