REQUEST FOR PROPOSALS

FC-8354, Management and Operation of City of Atlanta Cafeterias

Atlanta, Georgia

Billy Warren
Director
Office of Enterprise and Assets Management

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July 24, 2015

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a proposal for **FC-8354, Management and Operation of City of Atlanta Cafeterias.** The City, on behalf of the Office of Enterprise and Assets Management ("**OEAM**"), is soliciting proposals from qualified proponents to provide all management, systems, personnel, goods and services, and materials to successfully develop, operate and manage two cafeterias located at City Hall and the Atlanta Workforce Development Agency.

A **Pre-Proposal Conference** will be held on **Tuesday, August 11th, at 11:00 a.m.,** at the DOP's Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the OEAM, the Office of Contract Compliance, the Ethics Office, the Atlanta Workforce Development Agency and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **August 11, 2015,** are not authoritative. The last date to submit questions in writing is **August 14, 2015**; by 1:00 p.m. EST.

The City will be hosting site visits on the following days at the listed locations and times:

Cafeteria Locations	Address	Square Footage	Tuesday 8/11/15
City Hall *Approximately 900 employees at this location and open to the general public.	55 Trinity Avenue SW Atlanta, Georgia 30303	Approximately 5,233	**Time** 12:30pm – 1:00pm **Contact** Curtis Bratton (404) 987-6181
Atlanta Workforce Development Agency *Approximately 200 employees at this location and open to the general public.	818 Pollard Blvd SW, Ste. 200 Atlanta, Georgia 30315	Approximately 7,054	**Time** 1:15pm – 1:45pm **Contact** Curtis Bratton (404) 987-6181

Site Visits are not mandatory but highly encouraged. Please note, that oral answers to questions during any scheduled site visit is not authoritative.

The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for September 23-24, 2015, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, September 9, 2015.**

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.****

Proposals will be publicly opened and read at 2:00 p.m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

This Proposal is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Proposal. In the event of conflict between a version of the Proposal in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Mr. James E. Crenshaw, Contracting Officer, at jecrenshaw@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued.

The Proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $50.00 per package, beginning on Friday, July 24, 2015. All purchased solicitation documents include a scope of work booklet.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in its best interest.

Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

Adam L. Smith

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Part 1
Information and Instructions to Proponents

Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of the Office of Enterprise Assets Management ("**OEAM**"), seeks to procure the following services ("Services"): **Cafeteria Management and Operation.** A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Services attached to the Services Agreement ("Services Agreement"); **Contract No. FC-8354, Management and Operation of City of Atlanta Cafeterias** included in this RFP.[1]

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive sealed proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

3. **Authority to Transact Business in Georgia:** Each Proponent shall submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

4. **Minimum Qualifications;**

   4.1 The Proponent must possess five (5) years' experience within the last ten (10) years owning, managing or operating a concession or food services establishment that has generated a profitable revenue stream and evidence must be provided in proposal submitted.

   4.2 At a minimum, the Proponent's portfolio must include experience:

   - Proponent's proposal must reflect detailed experience in the management and operation of more than one (1) food service location in operation (simultaneously) for a municipality, company, or as a self-proprietor; and

   - The Proponent must provide concise documentation within their proposal that reflects a consistent profit margin over a minimum of three (3) consecutive years. If the Proponents Required Submittal Form 4 is not reflective of this required profit margin, then the Proponent shall be responsible for reflecting evidence of this profit margin in detail by some other means (e.g. income statements, balance sheet, statement of cash flow, etc.)

   4.3 Proponent must have a valid Georgia business license and reflected within their proposal.

[1] All capitalized terms contained in the Services Agreement are incorporated into this RFP.

5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, September 9, 2015.** Any Proposal received after this time will not be considered and will be rejected and returned.

7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, August 11, 2015, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

8. **Site Visit:** The City will host a Site Visit on **August 11, 2015, at 12:30 p.m.**, located at City Hall Annex, 5th Floor, 55 Trinity Avenue, Atlanta, GA, 30303. Each Proponent is responsible for securing travel to the facility. The central location for meeting the designated staff member will be in the lobby of the facility between **12:15 p.m. and 12:30 p.m.** Please be prompt so not to delay the site visit beyond the allotted time.

Cafeteria Locations	Address	Square Footage	Tuesday 8/11/15
City Hall *Approximately 900 employees at this location and open to the general public.	55 Trinity Avenue Atlanta, Georgia 30303	Approximately 5,233	**Time** 12:30pm – 1:00pm **Contact** Curtis Bratton (404) 987-6181
Atlanta Workforce Development Agency *Approximately 200 employees at this location and open to the general public.	818 Pollard Blvd SW Ste. 200 Atlanta, Georgia 30315	Approximately 7,054	**Time** 1:15pm – 1:45pm **Contact** Curtis Bratton (404) 987-6181

9. **Proposal Guarantee: Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the proposed monthly Food and Supply Budget for both locations (see Exhibit A.1 Cost Proposal for further details).** At the option of the Proponent, the Proposal Guarantee may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

9.1. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

10. **Oral Interviews:** The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for **September 23-24, 2015**, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.

11. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Mr. James E. Crenshaw Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail **jecrenshaw@atlantaga.gov**, on or before **Friday, July 24, 2015 at 1pm.** Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

12. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

13. **Examination of Proposal Documents:**

13.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

13.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

13.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.

13.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 5; Acknowledgment of Addenda attached to this RFP at Part 4.

14. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

15. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

16. **Illegal Immigration Reform and Enforcement Act**: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted with each proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.

17. **Multiple Awards:** Upon evaluation of the Proposals, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Proponent(s) determined by the City to be the most responsive and responsible of the short-listed Proponents. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Proponents fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Proponent. This process will continue until final agreements, if possible, are realized.

18. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq .]."

Part 2
Contents of Proposals and Required Submittals

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

   1.1. Informational Proposal; and
   1.2. Minimum Guarantee (Form provided by City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal). Minimum Guarantee will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

2. **Informational Proposals:** An Informational Proposal is comprised of 2 sources of information:

   2.1. **Volume I:** information drafted and provided by a Proponent; and
   2.2. **Volume II:** information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

3. **Information Required to Be Included in Informational Proposal:**

   3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:

   3.1.1. **Information drafted and provided by a Proponent:** This information should be included in a Volume I to a Proposal.

   3.1.1.1. **Executive Summary;**
   3.1.1.2. **Organizational Structure;**
   3.1.1.3. **Resumes of Key Personnel;**
   3.1.1.4. **Overall Experience, Qualifications and Performance on Previous Projects; and**
   3.1.1.5. **Management Plan.**

   3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a Volume II to a Proposal:

   3.1.2.1. **Forms attached to this RFP at Part 4:**

   3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act Forms;
   3.1.2.1.2. Form 2; Disclosure Form and Questionnaire;
   3.1.2.1.3. Form 3; Proponent Financial Disclosure;
   3.1.2.1.4. Form 4.1; Certification of Insurance Ability;
   3.1.2.1.5. Form 4.2; Certification of Bonding Ability
   3.1.2.1.6. Form 5; Acknowledgment of Addenda;
   3.1.2.1.7. Form 6; Proponent Contact Directory;
   3.1.2.1.8. Form 7; Reference List;
   3.1.2.1.9. Form 8; Proposal Bond
   3.1.2.1.10. Form 9; Required Submittal Checklist; and
   3.1.2.1.11. Appendix E. Additional Required Submittal Form.

NOTE: Every space on every form must be completed. If the form requires an notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.2. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

3.2.1. **Executive Summary (tabbed in Volume I).**

3.2.1.1. **Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

3.2.1.2. **Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years;

3.2.1.2.5. Provide a brief history of the company including the number of years in business providing the services you are outlining in your proposal;

3.2.1.2.6. Provide resumes which include qualifications, certifications, education and responsibilities of anticipated staff outlined in your proposal;

3.2.1.3. **Organizational Structure (Tabbed in Volume I).** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.1.3.1. providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

3.2.1.3.2. providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

3.2.1.3.3. providing the names of proposed candidates for each function on the chart.

3.2.1.3.4. As a quality business relationship is important, please include anything else you feel relevant. Please answer the following questions if they are applicable. If not, please indicate N/A.

1. What is the legal name of your company?
2. Please state the number of years your company has been in business.
3. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
4. What is the headquarters location address, phone number and Web site?
5. What is the company ownership structure?
6. How many employees do you have worldwide? In North America? Locally?
7. Provide a sample certificate of insurance identifying your standard insurance coverage.
8. Provide your tax identification number.
9. Provide your Dun & Bradstreet number.
10. What kind of geographical classification applies to your company?

☐ Local: (i.e., operates in only one city or state)

☐ Regional: (i.e., operates in only one geographical area)

☐ Multi-regional: (i.e., operates in more than one region, but not national)

☐ National: (i.e., provide services across the U.S. only)

☐ International: (i.e., conducts business in the U.S. and abroad)

3.2.2. **Key Personnel/Resumes:**

3.2.2.1. Identify and provide resumes for ALL of the individuals that the Team will use to fill the following proposed positions at the Cafeterias:

3.2.2.1.1. President/CEO;
3.2.2.1.2. General Manager(s);
3.2.2.1.3. Head Chef;

3.2.2.2. Resumes should be organized as follows:

3.2.2.2.1. Name and Title;
3.2.2.2.2. Professional Background;
3.2.2.2.3. Current and Past Relevant Employment;
3.2.2.2.4. Education;
3.2.2.2.5. Certifications;
3.2.2.2.6. List of (3) Relevant projects, including:

3.2.2.2.6.1. Client Name;
3.2.2.2.6.2. project description;
3.2.2.2.6.3. role of the individual;
3.2.2.2.6.4. project actual or expected completion date; and

3.2.2.2.7. Client List/Reference Contact (required submittal. A minimum of three (3) references are required, showing implementation of similar size and scale to the City of Atlanta. Please refer to Required Submittal Form 7, Reference List, listed within **Part 4** of this solicitation document).

3.2.2.2.8. Proponent must show evidence of being adequately staffed with sufficient experienced personnel. This may be displayed, for example, by providing an organization chart.

3.2.2.2.9. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.3. **Overall Experience, Qualifications and Performance on Previous Projects.** Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in the Exhibit A: Scope of Services

3.2.4. **Management Plan and Technical Approach (Tabbed in Volume I).** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

3.2.4.1.Proponent's approach to team leadership;

3.2.4.2.how the Proponent will:

3.2.4.2.1. ensure proper communications among pertinent project team members;
3.2.4.2.2. establish and maintain the necessary cooperative relationships;
3.2.4.2.3. coordinate all necessary project activities within that team relationship;
3.2.4.2.4. identify the tools that are intended to be used to manage these project elements, and tasks; and

3.2.4.3.Proponent's proposed method to:
3.2.4.3.1. Identify and resolve issues during the project duration; and
3.2.4.3.2. Make critical decisions.
3.2.4.3.3. Mission for implementing and maintaining customer service levels at both management and in-store operation level.
3.2.4.3.4. Proponent's approach to all 15 service related items listed under Appendix E. Additional Required Submittal Form

4. **Cost Proposal:** Each Proponent must submit a Cost Proposal using the form provided by the City at Exhibit A-1 – Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped "Original" and ten (10) copies in a separate sealed envelope.**

5. **Submission of Proposals:**

5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8354, Management and Operation of Two City Cafeterias** and the name and address of the Proponent. All Proposals must be submitted to:

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 30303-0307

5.2.A Proponent is required **to submit one (1) stamped original and ten (10) copies of its Informational Proposal.** Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12–point font size and such pages **MUST be inserted in a standard three-hole ring binder**. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

5.3. In addition to the hard copy submission, each Proponent should submit two (2) digital versions of its Proposal in Adobe Portable Document Format ("**PDF**") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

5.4. The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

6. Selection for Competitive Sealed Proposals:

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances):

(1) Previous experience demonstrating competence to perform the services involved in the solicitation;
(2) Past performance of previous contracts with respect to time of completion and quality of services;
(3) The fee or compensation demanded for the services;
(4) The ability to comply with applicable laws;
(5) The ability to comply with the schedule for the performance of the services, as required by the City;
(6) The financial ability to furnish the necessary bonds;
(7) The financial condition of the offeror;
(8) The ability to provide staffing of management personnel, satisfactory to the City; and
(9) The offeror's compliance with the requirements of equal employment opportunity (EEO) and, where applicable, equal business opportunity (EBO) programs, as may be required by ordinance.

Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:

(1) Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals;
(2) Qualifications and experience of all proposed team members;
(3) Demonstration that programs and services offered will meet the needs of those in the Community;
(4) Response to ALL questions asked within Exhibit A, Scope of Services;
(5) Responsiveness to all items noted as Required Submittals within the solicitation document;
(6) Reference submission and satisfactory review; and
(7) Price.

7. **Responsiveness and responsibility for each Proponent can be observed as the following:**

A. The **responsiveness** of a Proponent is determined by the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

B. The **responsibility** of a Proponent is determined by the following:

1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement or provide the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

The following submittals MUST be completed and submitted with each Proposal. If any documents are not submitted with your proposal package, your firm will be deemed non-responsive.

8. **<u>Required Submittals:</u> The following submittals must be completed and submitted with each Proposal.**

Item #	Required Proposal Submittal Check Sheet[1]	Check (√)
	VOLUME I CHECKLIST (Submitted in the ordered tabbed sections)	
1.	Executive Summary	
2.	Organizational Structure	
3.	Resumes of Key Personnel	
4.	Overall Experience, Qualifications and Performance on Previous Similar Projects	
5.	Management Plan	
	VOLUME II CHECKLIST All documents should be ordered and tabbed in the Volume II Binder/section as follows:	
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Disclosure Form and Questionnaire	
3.	Form 3; Proponent Financial Disclosure	
4.	Form 4.1; Certification of Insurance Ability	
5.	Form 4.2; Certification of Bonding Ability	
6.	Form 5; Acknowledgment of Addenda	
7.	Form 6; Proponent Contact Directory	
8.	Form 7; Reference List	
9.	Form 8; Proposal Bond	
10.	Form 9; Required Submittal Checklist	
11.	Appendix E. Additional Required Submittal Form	
11.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO/SBE Forms 1, 2, 3 and 4 (to be completed by Proponent and submitted with Proposal)[2]	
	COST PROPOSAL	
1.	Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted in a separate sealed envelope)	

[1] This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

[2] Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

Part 3
Evaluation of Proposals

Part 3; Evaluation of Proposals

An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below. In addition to the criteria that will be evaluated and scored; please make note of the aforementioned items outlined in Part 2 that will be evaluated but not scored. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

An award shall be made to the most responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the this RFP. **Should a Proponent not submit any portions of a Required Submittal, they will be deemed non-responsive.**

RELATIVE WEIGHT	GRADED ITEMS	SCORE
15	**Experience** ***Defined As Minimum Requirement:*** ***Proponent possesses experience with managing and operating more than one (1) food service location in operation (simultaneously) for a municipality, company, or as a self-proprietor.***	
30	**Management Plan and Technical Approach**	
15	**Cost Proposal for "*Fixed Monthly Management Fee*" (City Hall)**	
15	**Cost Proposal for "*Fixed Monthly Management Fee*" (Atlanta Workforce Development Agency)**	
15	**OCC Programs**	
10	**Financial Capability**	
(100 Points)	**TOTAL SCORE**	

End of Instructions to Proponents Section to Include:

- **Part 1: Information and Instructions to Proponents**
- **Part 2; Contents of Proposals/Required Submittals**
- **Part 3; Evaluation of Proposals**

Part 4
Required Submittals Forms

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.

3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

   Example 1, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

   Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5. All Contractor Affidavits must be duly notarized.

6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution 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 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 Date of Authorization

Name of Contractor: _____

Name of Project: FC-8354, Management and Operation of City of Atlanta Cafeterias

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing 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: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor 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 under a contract with (_____ (name of contractor)) 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor: _____

Name of Project: FC-8354, Management and Operation of City of Atlanta Cafeterias

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing 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: _____

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

"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 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"	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. **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 Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.**

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

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

5. 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.

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

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:

	YES	NO
(a) 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?	☐	☐
(b) 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?	☐	☐
(c) 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.	☐	☐

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:

	YES	NO
(a) directly or indirectly, had a business relationship with the City?	☐	☐
(b) directly or indirectly, received revenues from the City?	☐	☐
(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?	☐	☐
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?	☐	☐
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?	☐	☐
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?	☐	☐
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?	☐	☐
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?	☐	☐

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]*:

	YES	NO
(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 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:	☐	☐

_____

_____

_____

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 an 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 Disclosure Form and Questionnaire 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.

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: _____

(state)

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.

2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

3. 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.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or partnership completing this Form: _____

Relationship of individual, entity or partnership completing this Form to the Proponent: _____

Contact information of individual, entity or partnership completing this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its 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). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.

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

   (i) Income Statement;
   (ii) Balance Sheet; and
   (iii) Statement of Cash Flows.

   (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:

   (i) Income Statement;
   (ii) Balance Sheet; and
   (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

   (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:

   (i) Income Statement;
   (ii) Balance Sheet;
   (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
   (iv) Two (2) banks or other institutional lenders' references; and
   (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

2. Fill in the blanks below to provide a summary of all of the Proponent'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 ($).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US $_____

Most recent three (3) years

	Year: 2011 (Thousands)	**Year: 2012** (Thousands)	**Year: 2013** (Thousands)
Current Assets	$.....	$.....	$.....
Current Liabilities	$.....	$.....	$.....
Property & Equip.	$.....	$.....	$.....
Working Capital	$.....	$.....	$.....
Sales/ Revenue	$.....	$.....	$ .....
Total Assets	$.....	$.....	$.....
Total Liabilities	$.....	$.....	$.....
Interest Charges	$.....	$.....	$.....
Net Income	$.....	$.....	$.....
Net-Worth	$.....	$.....	$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, 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 individual:

Printed Name: _____
Signature: _____
Date: _____, 20___.

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:

Printed Name of Entity: _____
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 _____(state)
My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Offerors **MUST** submit **a completed copy of this form executed by their insurance company.** Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*]("**Insurer**"), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia ("**City**") on this _____ day of _____, 20____ [*insert date*]:

(a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8354, Management and Operation of City of Atlanta Cafeterias**: ("**Project**") and its corresponding **Appendix for Insurance Requirements;**

(c) Insurer certifies that if, as of the date written above, ("**Offeror**") was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Offerors **MUST** submit **a completed copy of this form executed by their surety.** Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*]("**Surety**"), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia ("**City**") on this _____ day of _____, 20____ [*insert date*]:

(a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8354, Management and Operation of City of Atlanta Cafeterias:** ("Project") and its corresponding **Appendix for Insurance Requirements;**

(c) Surety certifies that if, as of the date written above, _____("**Offeror**") was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and

(d) **Surety only**: The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately $ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8354, Management and Operation of City of Atlanta Cafeterias**:

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

Dated the _____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:_____

Required Submittal (FORM 6)

Proponent Contact Directory[1]

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

[1] The purpose of the Proponent 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 a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a **list of at least three (3)** references using the below- referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability, credibility in a particular industry or trade, and experience managing multiple service centers for a single entity, municipality, or company. **It is highly encouraged that proponents submit more than the required 3 references should they be available.**

Reference:
Name:
Address:
City, State, Zip
Phone:
Fax:
Project Title: _____
Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project:

Did this contracting opportunity require your firm to manage and operate more than one (1) food services location for a municipality, company, or self proprietorship? If yes please describe in detail the nature of the management and operations provided. Please use additional pages if needed.

_____
_____
_____
_____
_____
_____
_____
_____
_____

Description of Services:

Total Amount of Contract Including Change Orders: Proponent's Role and Responsibilities:
Current Completion Status:

Attach **color photos** of all locations submitted as a reference:

(Use the Same Format to Provide the Additional References)

Required Submittal *"Unless a Proponent Elects to Submit an Alternative Form of Payment"*
(FORM 8)

Proposal Bond (Page 1 of 2)

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, in the penal sum of either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER: FC-8354, Management and Operation of City of Atlanta Cafeterias: ;** _____, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, 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 to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-____;** _____, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent's check otherwise required to accompany this 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 Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to 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 of Atlanta, Georgia, 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 attorney's fees to be fixed by the Court.

Required Submittal *"Unless a Proponent Elects to Submit an Alternative Form of Payment"* (FORM 8)

Proposal Bond (Page 2 of 2)

Enclosed is a Proposal Bond in the approved form, in the amount of either:

[i] _____ Dollars and Cents ($_____), being in the amount of 5% of the CONTRACT Sum; or

[ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER: FC-8354, Management and Operation of City of Atlanta Cafeterias**:

The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____day of _____20__.

Corporate Proponent:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Surety:
Name:_____
By:_____
Name:_____
Title:_____

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below "Required Proposal Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* **It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.**

Submit one (1) Original Proposal, signed and dated, and five (10) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent's printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Required Proposal Submittal Check Sheet	Check (√)
1	**Part I** – Instruction to Proponents **(Proposal Guarantee Not Applicable)**	( )
2	**Appendix A** – Office of Contract Compliance **(Required Submittals Included)**	( )
3	**Part IV, Section 2** – All Required Submittal Forms **(if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:** Form 1; Illegal Immigration Reform and Enforcement Act Forms; Form 2; Disclosure Form and Questionnaire; Form 3; Proponent Financial Disclosure; Form 4.1; Certification of Insurance Ability; Form 4.2; Certification of Bonding Ability; Form 5; Acknowledgment of Addenda; Form 6; Proponent Contact Directory; Form 7; Reference List; Form 8; Proposal Bond; and Form 9; Required Submittal Checklist. Appendix E: Additional Required Submittal Form	( )
4	**Proponent's Official Company Name:** **Company Physical Address:**	
5	**President/Vice President/Owner Name:** **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	
6	**Primary Point-of-Contact Concerning RFP:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	

Part 5
Draft Professional Services Agreement

DRAFT NON-PROFESSIONAL SERVICES AGREEMENT

FC-8354, Management and Operation of City of Atlanta Cafeterias

This Draft Professional Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name:	**Contract No. FC-8354**
Service Provider	**City of Atlanta**
Name:	**Using Agency: Office of Enterprise and Assets Management**
Address:	**Address: 68 Mitchell Street, SW Atlanta, GA 30303**
Phone:	**Phone: XXX-XXX-XXXX**
Authorized Representative:	**Authorized Representative:**

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is $_____ ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A.**

2. Term.

2.1 Initial Term. The initial term of this Agreement will be three (3) base years. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for a two (2) year additional term according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:[1]

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
   Exhibit A.1--Cost Proposal
4. Exhibit B – Definitions
4. Exhibit C --Legislation
5. Exhibit D - City Security Policies
6. Exhibit E - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Appendix C-Additional Contract Documents (IIREA, Business License and Contractor Disclosure Statements)
10. Special Conditions, Drawing or Negotiated Terms and Conditions

4. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. Services.

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or

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[1] For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

"Unilateral Change Document").[2] All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

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[2] Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations.

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later that seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service

Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

(a) _____;

(b) _____; and

(c) _____.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

6.9 Ethics in Contracts.

6.9.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer,

give or agree to give any employee or former employee or 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. Additionally, it shall be 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.

6.9.2 Fraud and misrepresentation. Any written or oral information provided by [insert as appropriate "Contractor" or Service Provider"], directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the

consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (*e.g.*, disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED**

"INDEMNIFICATION BY SERVICE PROVIDER" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled **"Termination by City for Cause"**, Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv)

comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or

services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta **[Service Provider]**

_____

Mayor

_____

Municipal Clerk (Seal)

Approved:

_____

Office of Enterprise Assets Management

_____

Chief Procurement Officer

Approved as to form:

_____

City Attorney

Signature Block Options for Service Provider:

Corporate signature:

[Insert Corporate Name]

_____

By:_____

Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Limited Liability Company:

[Insert LLC Name]

_____

By:_____

Name:_____

Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Exhibit A
Scope of Services

EXHIBIT A: SCOPE OF SERVICES
FC-8354. MANAGEMENT AND OPERATION OF THE CITY OF ATLANTA CAFETERIAS

1.0 Objective

The City of Atlanta ("**COA**") on behalf of the Office of Enterprise Assets Management ("**OEAM**"), is soliciting proposals from qualified Proponents to provide all management, systems, personnel, goods, services and materials to successfully develop, operate and manage (2) cafeterias. This is a contract for food services. The COA will assume responsibility for all expenses and shall be due all revenues. The Proponent shall propose to the COA a fixed Monthly Management Fee; as prescribed in Exhibit A.1, Cost Proposal of this solicitation.

Please be mindful that during the active phase of any future contract between the City and the Proponent; the City reserves the right to expand the scope of services to include additional cafeteria locations. The Proponent shall be afforded the first right of refusal of any additional locations. The anticipated term shall be for a base term of three (3) years with the option to renew for an additional term of two (2) years at the sole discretion of the City.

2.0 Background

(City Hall)

- **Approximate amount of employees staffed in the building:** 900 employees
- **Approximate amount of foot traffic going through the building on a daily:** Data not available. Open to general public.
- **The average amount of employees that frequent for breakfast (not including visitors or traffic during special meetings/events hosted at City Hall):** 150
- **The average amount of employees that frequent for lunch (not including visitors or traffic during special meetings/events hosted at City Hall):** 240
- **Approximate amount of <u>monthly</u> revenues generated based on a price controlled requirement established by the City:** $45,000.00 (current lunch price fixed at $7.00)

(Atlanta Workforce Development Agency)

- **Approximate amount of employees staffed in the building:** 200 employees
- **Approximate amount of foot traffic going through the building on a daily:** 75
- **Approximate amount of <u>monthly</u> revenues generated:** Data not available

The successful Proponent will be able to balance and offer maximum value to the COA as it relates to the variety of food, creative menu options and retail offerings, quality of products, and best in class customer service. Maintaining a high quality of service and a variety of menu options that will attract employees and the general public, should remain most important to the Proponent when developing a comprehensive business model and proposal to the COA. This food program is primarily for the benefit of the employees.

Cafeteria Locations	Address	Square Footage	Description
City Hall	55 Trinity Avenue Atlanta, Georgia 30303	Approximately 5,233	Located on the 5th floor, the Cafeteria is an enclosed area with a full glass storefront. The area consists of approximately 2,763 square feet for the kitchen area, and an approximately 2,470 square feet dining area.
Atlanta Workforce Development Agency	818 Pollard Blvd SW Ste. 200 Atlanta, Georgia 30315	Approximately 7,054	Located on the 1st floor, the Cafeteria is located on the eastern end of the building. The area consists of approximately 1,622 square feet for the kitchen area, and an approximately 5,432 square feet dining area.

3.0 Menu Offering

3.1 Each location shall offer health conscious food service with a focus on fast service, nutritional benefits, and economical prices with a variety of branded and non-branded offerings and options.

3.2 The City will authorize the successful Proponent to operate (2) Cafeteria locations for the purpose of providing food, snacks, freshly prepared wrapped sandwiches/wraps, non-alcoholic beverages. Proponents are required to submit a rotating menu for each Cafeteria. Each of the proposed menus must take into consideration the below-referenced menu components that have been outlined in the chart below.

3.3 The Proponent must submit a selection of *rotating menu* options to the OEAM Director for approval by ten (10) days prior to the start of the month; for the two (2) Cafeterias locations. One for the breakfast menu and another for the lunch.

(2) Cafeterias
(Breakfast Menu) ✓ A variety of freshly prepared Hot meal selections ✓ A variety of freshly prepared and packaged Cold meal selections ✓ A variety of freshly prepared sandwiches/wraps and other meal options for the "grab and go" customers (e.g. oatmeal, grits, cereal, fruit, nuts, doughnuts, etc.) ✓ Freshly cooked breakfast entrée meal options with a variety of sides (e.g. 1 meat, 2 sides and 1 drink OR small plate verses large plate meal options). ✓ A variety of health conscious food options with a nutritional benefit ✓ Frozen takeaway dessert options and/or specialty snacks, such as (e.g. ice cream, frozen yogurt bars, etc.) ✓ A variety of specialty coffees, espresso, tea, carbonated beverages, protein drinks, energy drinks, milks and juices. **(Lunch Menu)** ✓ A variety of freshly prepared Hot meal selections ✓ A variety of freshly prepared and packaged Cold meal selections ✓ A variety of freshly prepared sandwiches/wraps and other meal options for "grab and go" customers (e.g. variety of soups, salads, nuts, chips, etc.) ✓ Freshly cooked lunch entrée meal options with a variety of sides (e.g. veggies, french fries, etc.) The option for 1 meat, 2 sides and 1 drink; or small plate verses large plate. ✓ A variety of health conscious food options with a nutritional benefit ✓ Frozen takeaway dessert options and/or specialty snacks, such (e.g. ice cream, frozen yogurt bars, etc.) ✓ A variety of specialty coffees, espresso, hot and cold tea, carbonated beverages, protein drinks, energy drinks, milks and juices.

3.4 Non-Permitted items or offerings include the following:

- Alcoholic beverages in the Cafeteria.
  ***Alcohol shall only be permitted to be served at a preapproved catering event; by a licensed bartender.**
- Any menu item or concept that has not been approved in advance by the City in writing.

3.5 The City of Atlanta reserves the right to prohibit the sale of any item that it deems objectionable. Additionally, the City shall maintain the right to request modifications where deemed appropriate; concerning portions of the food service program that require enhancements (e.g. customer service, food selections, quantity/portions sizes or even responses from market research concerning employees preferences).

4.0 Minimum Requirements

4.1 The Proponent must possess five (5) years' experience within the last ten (10) years owning, managing or operating a concession or food services establishment that has generated a profitable revenue stream and evidence must be provided in proposal submitted.

4.2 At a minimum, the Proponent's portfolio must include experience:

- Proponent's proposal must reflect detailed experience in the management and operation of more than one (1) food service location in operation (simultaneously) for a municipality, company, or as a self-proprietor; and

- The Proponent must provide concise documentation within their proposal that reflects a consistent profit margin over a minimum of three (3) consecutive years. If the Proponents Required Submittal Form 4 is not reflective of this required profit margin, then the Proponent shall be responsible for reflecting evidence of this profit margin in detail by some other means (e.g. income statements, balance sheet, statement of cash flow, etc.)

4.3 Proponent must have a valid Georgia business license and reflected within their proposal.

5.0 General Conditions

5.1 The two (2) Cafeteria locations must be open to the public between the hours of 7:30 a.m. to 9:30 a.m. for breakfast and 11:00 a.m. to 3:00 p.m. for lunch Monday through Friday. Should the Proponent desire to extend business hours beyond the allotted times or on the weekend, they must contact the OEAM Director for approval within twenty (24) hours.

5.2 Should the Proponent desire to cater a special event, each event must be scheduled and approved by the OEAM Director within seventy two (72) hours of the event. This will afford the City the opportunity to coordinate any associated event spaces, furniture, delivery needs and security.

5.3 The Proponent must be able to provide catering service to various COA departments for breakfast, lunch and after business hours events. The proponent must be able to service request as small as five (5) people to as large as over one hundred (100) people.

5.4 The Proponent will be subject to the requirements of Fire or Insurance Underwriters' inspections.

5.5 The City reserves the right to inspect facilities at any time without notice. The Proponent will be provided with a comprehensive deficiency report should a concern be identified concerning any one of the following:

- Customer service, quality control levels and other similar factors;
- Food quality, presentation and merchandising;
- Sanitary practices and conditions;
- Personnel conduct or appearance;
- Training needs, schedules and records;
- Safety conditions;
- Menu compliances, as indicated in the minimum acceptable menu profile;
- Contract deficiencies (e.g. portion sizes as compared to those submitted in the approved proposal); and
- POS system and other associated equipment or furnishings.

5.6 The observed City holidays are:

- New Year's Day – January 1
- Martin Luther King, Jr.'s Birthday – 3rd Monday in January
- Memorial Day – Last Monday in May
- Independence Day – July 4
- Labor Day – First Monday in September
- Veterans' Day – November 11
- Thanksgiving – (Fourth Thursday & Friday in November)
- Christmas Day – December 25

*****Whenever a holiday falls on a Saturday, the Friday immediately preceding, is designated as a legal holiday; and when a holiday falls on a Sunday the Monday immediately following is designated as a legal holiday.**

6.0 Minimum Service Requirements (Please refer to Appendix E. Additional Required Information and Submittals.)

6.1 <u>On a monthly basis the Proponent must submit a summary of their planned monthly operating budget which should include the management fee along with a comprehensive marketing plan.</u> Also, the Proponent must maintain a reserve fund equal to one month's expenses. Please note, this budget must take into consideration that the City does not desire to compromise quality of products, menu options or service levels; maintaining a high quality of service and a variety of menu options that will attract employees and the general public to the cafeterias should remain most important to the Proponent.

6.2 Catering operations should not interfere with building operations, employees, special events or security as a whole.

6.3 The Proponent must ensure adequate staffing levels at the two (2) sites, in order to maintain best in class customer service levels at all times. All approved costs associated with personnel at the two (2) sites will be entirely at the expense of the City. The Proponent is expected to provide the proposed hourly rates for each of the identified personnel listed within the proposal. **<u>Please Note:</u> If the successful proponent plans to be compensated as part of the hourly operating staff, the compensation plan must be clearly defined in the proposal and approved by OEAM (e.g. Prime Consultant is also a Chef or the Prime Consultant performs managerial services due to staffing limitations).**

6.4 The City will provide all employees with Vendor Identification Badges, to be visibly worn at all times while on City property. All employees must wear consistent and identifiable uniforms that are clean and neat at all times, and dress in a professional manner. Hair nets or other food service gear must be worn at all times while serving foods in the cafeteria or for catering events.

6.5 The City must approve of all menu items, services, prices, specialty items, décor, selections of equipment and all other phases of the operations prior to implementation. The City reserves the right to request modifications of any kind at their sole discretion, for the benefit of the program as a whole.

6.6 Proponent must assure all menu items sold are fresh at all times; and never sold past the expiration date. Retail food items must be individually packaged with visible expiration dates in order to be sold. The City will provide written notification to the Proponent in the event of service, products or premise deficiencies. The Proponent shall be responsible for curing such deficiencies within twenty-four (24) hours and provide a written response of the same, unless approved by OEAM Director.

6.7 Each of the two (2) sites must include a Point of Sale ("**POS**") System. This POS system will enable all sites to act as a full service food center. Additionally, the system will allow for efficient services and capture and report necessary financial data.

- Specifically, the POS system must be able to process all sales, cash, credit card and debit card transactions; and

- The POS software package should tie together information captured at the register with the backroom functions to provide managers with up to the minute visibility of the store operations. Those operations include inventory, accounts receivable, ordering/availability, and other relevant management functions and reports such as sale trending reports.

6.8 Each of the two (2) sites must have a Zero Waste Program which include the following requirements:

- Train staff on zero waste strategies as they become available;
- Provide guidance to the City on zero waste strategies;
- Provide signage on zero waste and locally sourced foods to highlight sustainable practices employed in the cafeterias;
- Provide for recyclable and/or compostable service ware and packaging;
- Offer healthy food choices with 25% of the product line to be organically, locally, or documented sustainably grown food options (local food defined as produced no more than 400 miles away);
- Provide nutrition menu labeling which include warnings for common allergies;
- Proponent must provide for the use of green cleaning products and practices; and
- Proponent must employ practices for recyclable and compostable practices and trash.

7.0 Proponents Responsibility (Please refer to Appendix E. Additional Required Information and Submittals.)

7.1 The City Hall cafeteria has been recently renovated and new equipment/furniture has been installed. The City intends to build-out the AWDA cafeteria. However, the City is interested is reviewing comprehensive design ideas for both locations, in order to address any and all opportunities to maximize on the success of this initiative. The Proponent must develop a comprehensive cost proposal to the City that will account for the design and build out of both cafeterias, to include all build-out expenses including all furniture, fixtures, and equipment ("FF&E"). The Proponent's proposed designs should include all appliances, refrigeration display cases, microwaves, coffee making equipment, hot food storage equipment and other ancillary equipment to operate each of the Cafeterias.

7.2 The acquisition and cost of all supplies and materials necessary for proper operation of the two (2) Cafeterias will be the sole responsibility of the Proponent to manage on behalf of the City; and must be in accordance with best industry standards. All supplies must display proper expiration dates and Proponent must remove all expired merchandise from its inventory.

7.3 The Proponent must ensure that the dining areas within the two (2) cafeterias are used for circulation, queuing, seating and condiment stations. It must not be used for displays, free standing signs, carts or other display/sale activities unless approved by the OEAM Director prior to placement.

7.4 Proponent shall include a policy for equipment maintenance and repairs, expected frequency of cleaning and general schedule for the replacement of equipment, displays, fixtures.

7.5 The Proponent must bear the expense for any other repair or replacement due to negligence on the part of the Proponent or staff.

7.6 The City does have an active Citywide Pest Control contract, however it is specifically for an office setting. The Proponent will be required to have pest control policies and procedure in place in accordance with the City's policies and procedures, and must submit evidence of that policy within their proposal. This expense should be included in the operating budget. The Proponent will have responsibility with both cafeteria locations.

7.7 The Proponent is responsible for the security (opening/closing and contents) of both locations. The City will have access to all the locations.

7.8 The Proponent shall be responsible for managing within the fixed monthly Food, Supply & Operating Budget that shall be agreed upon between the Proponent and the City. The first six (6) months is intended to stabilize the fixed month Food, Supply & Operating Budget. The Proponent is responsible for identifying any potential adjustments to be made to this fixed monthly Food, Supply & Operating Budget within six (6) months of the active term of the contract. Thereafter, the Proponent shall assume all risks associated with monthly expenses in excess of ten percent (10%) of the Monthly Food, Supply & Operating Budget. This excess amount shall be assumed from the subsequent Fixed Monthly Management Fee owed to the Proponent. Exceptions shall be considered for exceeding the fixed Food, Supply & Operating Budget in excess of ten percent (10%) after the conclusion of the first six (6) months; at the sole discretion of the OEAM Director (e.g. during instances where unforeseen events have transpired or special accommodations have been requested by the City).

7.9 The Proponent shall be responsible for reconciling all expenses, providing associated receipts and providing detailed expense reports to the City (specifically the Director of OEAM), that reconcile with all revenues made, operating costs and food/supplies procured; no later than the ten (10th) of the following month. **<u>Please Note:</u> The Proponent shall incur a daily penalty for each day after the 10th of the month that reconciliation is not satisfied, in the amount of fifty dollars ($50.00). Should the 10th fall on a weekend, the Proponent must reconcile prior to or no later than close of business on the next business day, in order to avoid liquidated penalties being imposed. This excess amount shall be assumed from the subsequent Fixed Monthly Management Fee owed to the Proponent.**

8.0 City Responsibilities

8.1 The City shall make available and assume all costs associated with utilities (electrical/gas), HVAC, and lighting for each location; as well as Wi-Fi coverage and cable for the Cafeteria locations.

8.2 The City shall maintain and repair outside building structure, including the maintenance of gas, water, steam, sewer, electric, grease traps and HVAC. The City will also be responsible for normal wear and tear of items such as; routine periodic painting and redecoration, tile/carpet replacement and ceiling tile.

******THE END OF THE SCOPE OF SERVICES******

Exhibit A.1
Cost Proposal

Exhibit A-1 – Cost Proposal
FC-8354, Management and Operation of City of Atlanta Cafeterias

(Fixed Monthly Management Fee to Be Negotiated):
Please identify your firms ***Fixed Monthly Management Fee*** *proposed to* the City below. This fixed fee should only factor in the *entrepreneurial profit.*

$_____/Monthly for City Hall
$_____/Monthly for AWDA

(Fixed Food, Supply & Operating Budget to Be Negotiated):
Based off your experience managing and operating facilities of similar scope and size, please provide your assumptions for a suitable monthly ***Food, Supply & Operating Budget*** (that shall be paid for by the City) for each of the two (2) locations. This fixed budget should factor in **ALL** of your assumed business expenses absent of your *entrepreneurial profit that* will be assumed by the Proponent for successfully performing all services prescribed in the Scope of Services **(Specifically: personnel, general administration & food/supplies).** The assumptions associated with this total monthly budget amount should take into consideration quality of service, the City's sustainable initiatives and a variety of menu options that will attract employees and the general public. Although quality remains a primary focus, a Proponent's proposal must include conservative pricing options balanced with quality branded food selections and retail items.

The Proponent shall be responsible for managing within the fixed monthly Food, Supply & Operating Budget that shall be agreed upon between the Proponent and the City. The first six (6) months is intended to stabilize the fixed month Food, Supply & Operating Budget. The Proponent is responsible for identifying any potential adjustments to be made to this fixed monthly Food, Supply & Operating Budget within six (6) months of the active term of the contract. Thereafter, the Proponent shall assume all risks associated with monthly expenses in excess of ten percent (10%) of the Monthly Food, Supply & Operating Budget. This excess amount shall be assumed from the subsequent Fixed Monthly Management Fee owed to the Proponent. Exceptions shall be considered for exceeding the fixed Food, Supply & Operating Budget in excess of ten percent (10%) after the conclusion of the first six (6) months; at the sole discretion of the OEAM Director (e.g. during instances where unforeseen events have transpired or special accommodations have been requested by the City).

$_____Total Monthly **Budget for Food, Supply Operating Expenses at *City Hall***

$_____Total Monthly **Budget for Food, Supply Operating Expenses at *AWDA***

Please Note: It is **REQUIRED** that each Proponent provide a detailed narrative and itemized pricing justification for each of the above-referenced *proposed managements fees; and food, supply and operating Budgets.* Submit an itemized narrative justification of your cost rationale for each separate line item, to include projections for profit in conjunction with anticipated monthly expenses/menu selection; in order to provide the City with a summary of your intentions for each cafeteria location. **Please Note: The City is only interested in receiving proposals from a single Proponent that is able to manage services at both of the two (2) locations.**

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)
My Commission Expires:_____

Exhibit A.2
Drawings

CAFE DEVELOPMENT PROGRAM
CITY OF ATLANTA, GEORGIA

PROPOSED AREAS FOR DEVELOPMENT

-ATLANTA CITY HALL ANNEX: 5TH FLOOR - CAFE

-818 POLLARD STREET: 1ST FLOOR - CAFE

CITY OF ATLANTA

NO.	DESCRIPTION	DATE

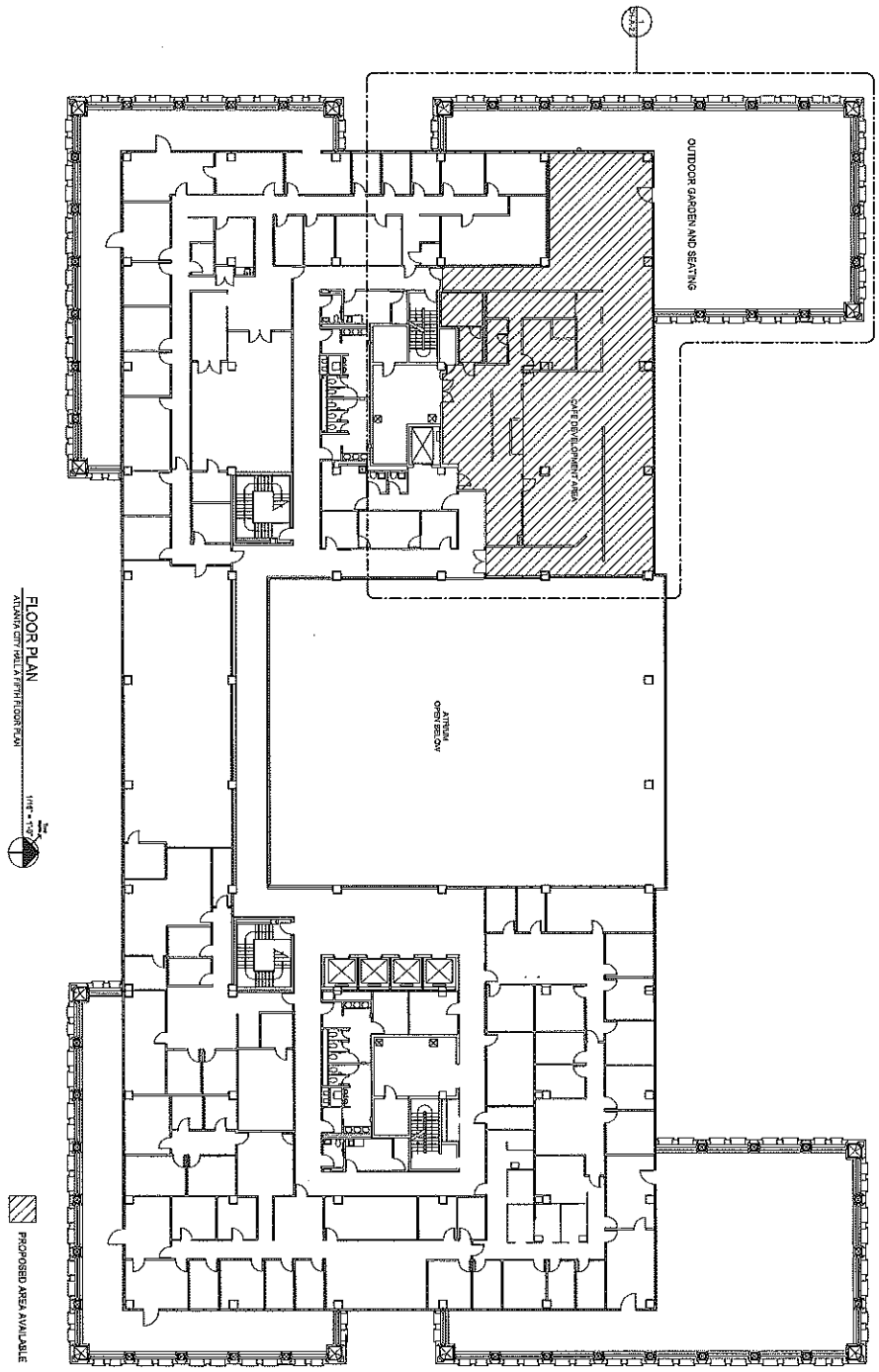
DESIGN BY: Designer
DRAWN BY: Author
CKD BY: Checker
SUBMITTED BY: Checker
FILE NAME:
SIZE: 22" x 34"
PLOT SCALE:
ISSUE DATE:
PROJECT NO.: 1411-01-00189
PLOT DATE: 2/4/2015 2:56:31 PM

CONSULTANTS

PROJECT NAME: CITY HALL CAFE
SHEET TITLE: COVER SHEET

SHEET NUMBER
G1.0
SHEET of

NOT FOR CONSTRUCTION



FLOOR PLAN
ATLANTA CITY HALL - FIFTH FLOOR PLAN
1/16" = 1'-0"

SHEET NUMBER: CH-A-1.0	PROJECT NAME: CITY HALL CAFE	CONSULTANTS: AtlantaGroup	DESIGN BY:	ISSUE DATE:	
SHEET TITLE: FIFTH FLOOR PLAN			DRAWN BY: CKD BY:		
			SUBMITTED BY:	PROJECT NO.: 14M-01-00159	
			FILE NAME:		
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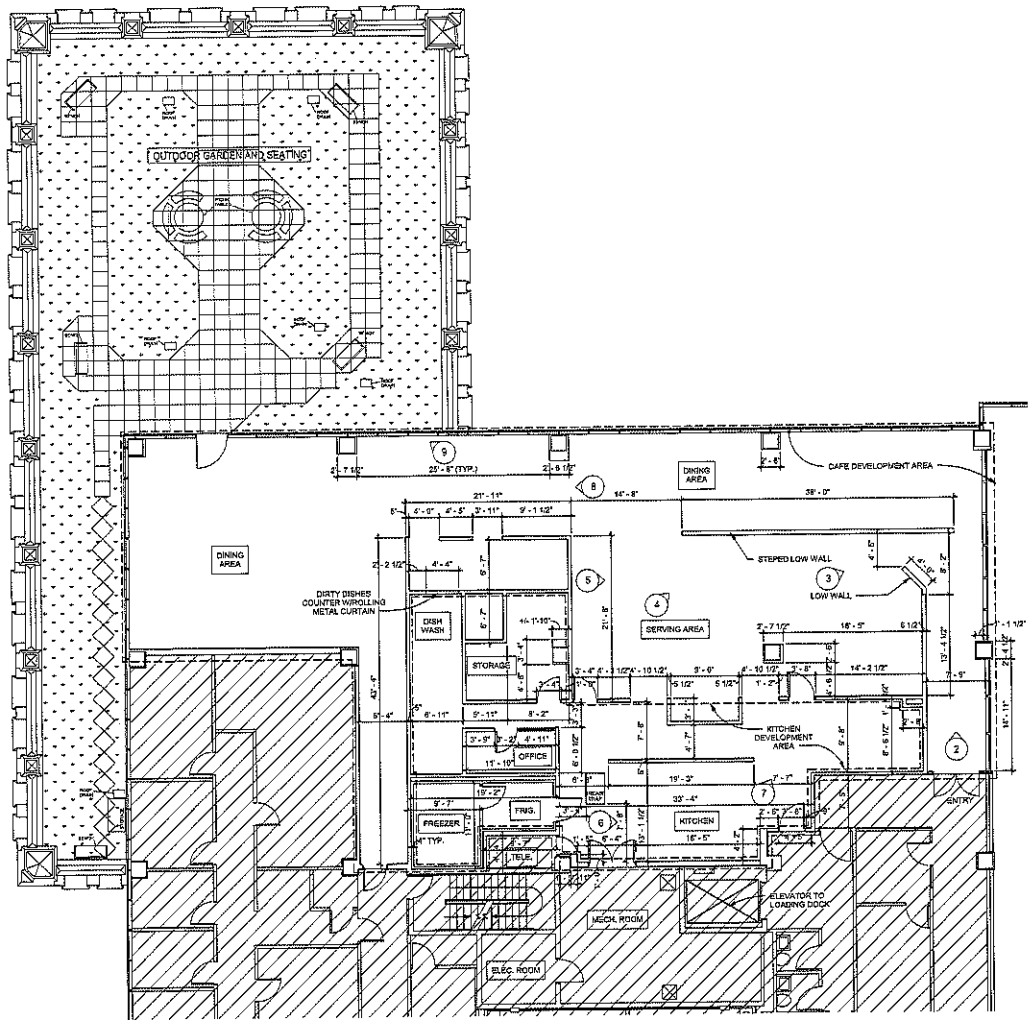
NO.	DESCRIPTION	DATE

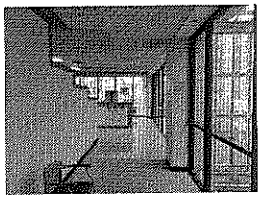
CITY OF ATLANTA

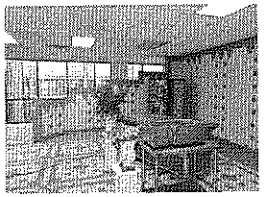
NOT FOR CONSTRUCTION

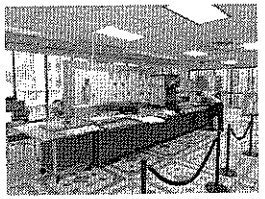


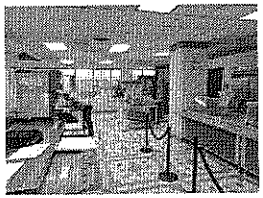
1 PLAN ENLARGEMENT
CH-A-2.0 ATLANTA CITY HALL - FIFTH FLOOR (@ CAFE) 1/8" = 1'-0" (REF SHEET CH-A-1.0)

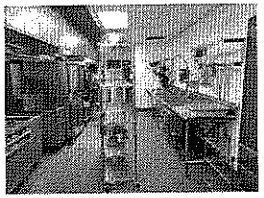
NOMINAL AREA AVAILABLE FOR DEVELOPMENT:
A) KITCHEN: 1,626 SQ.FT.
B) SERVING & DINING: 3,578 SQ.FT
TOTAL: 5,204 SQ.FT

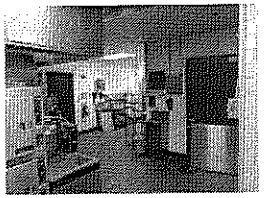

2 ENTRANCE TO CAFE

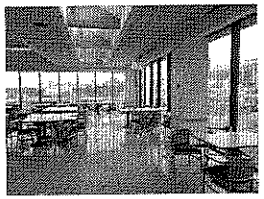

3 SERVING AREA


4 SERVING AREA


5 SERVING AREA


6 KITCHEN


7 KITCHEN


8 DINING AREA

9 OUTDOOR GARDEN & SEATING

CITY OF ATLANTA

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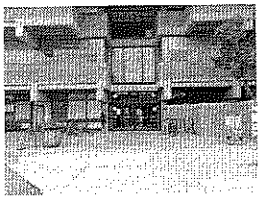
SCALE: 22" = 34"
DRAWN BY:
CHECKED BY:
SHEET TITLE:
FILE NAME:

CONSULTANTS
Atlanta Dept of Aviation

PROJECT NAME: CITY HALL CAFE
SHEET TITLE: ENLARGED FLOOR PLANS

SHEET NUMBER
CH-A-2.0
SHEET OF

NOT FOR CONSTRUCTION



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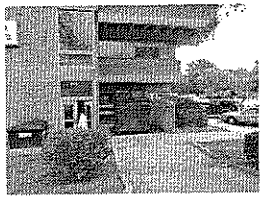
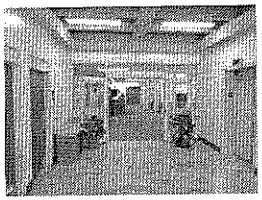
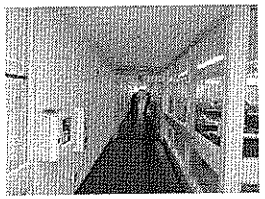


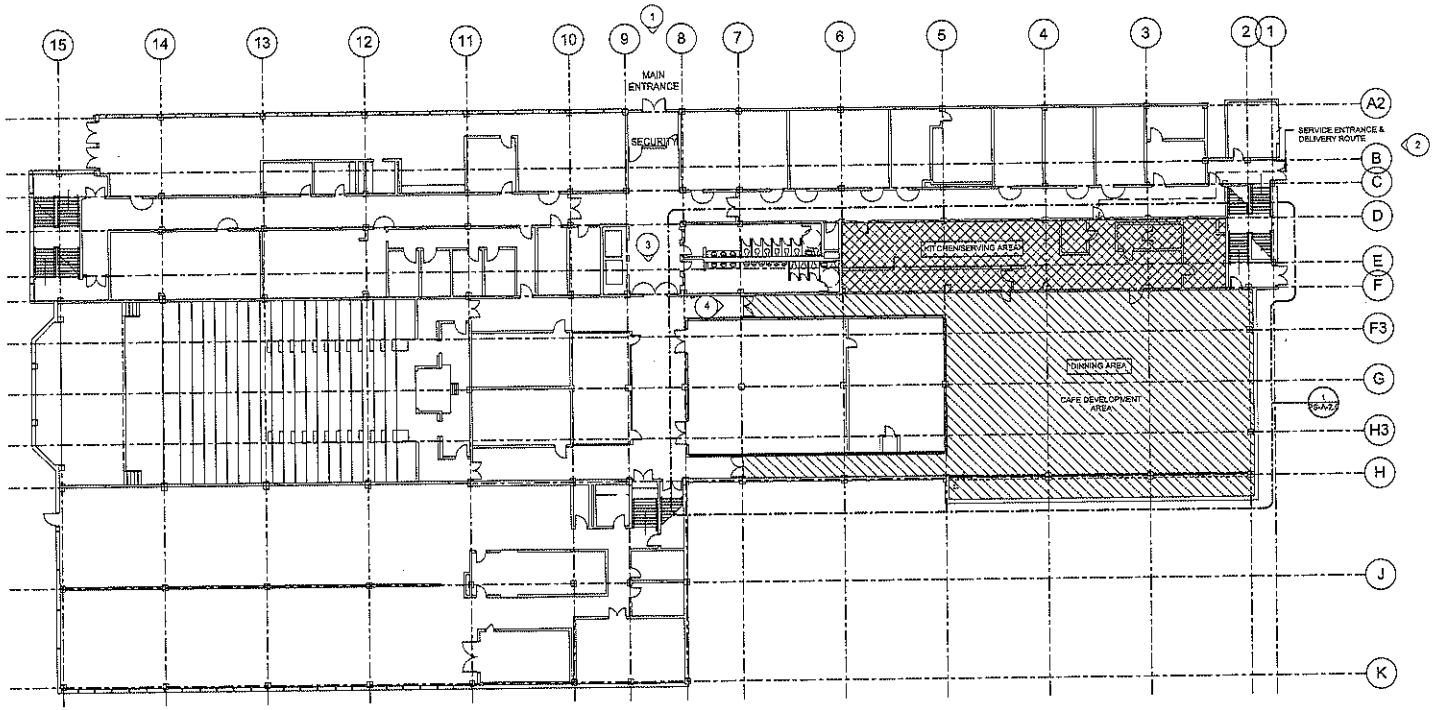
2 SERVICE ENTRANCE



3 MAIN CORRIDOR



4 CAFE ENTRANCE



FLOOR PLAN
818 POLLARD ST. -MAIN FLOOR PLAN
1/16" = 1'-0"

CITY OF ATLANTA

NO.	DESCRIPTION	DATE

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CKD BY:
SUBMITTED BY:
FILE NAME:
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SIZE: 22" x 34"
PLOT SCALE: As indicated

CONSULTANTS

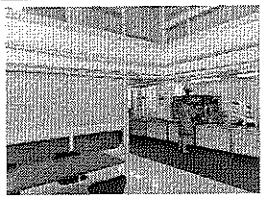
AtlantaCrew

PROJECT NAME: COA - 818 POLLARD ST. ATLANTA, GA

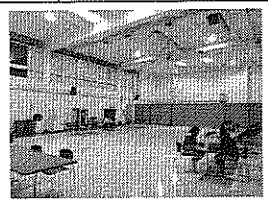
SHEET TITLE: FIRST FLOOR PLAN

SHEET NUMBER
PS-A-1.0
SHEET OF

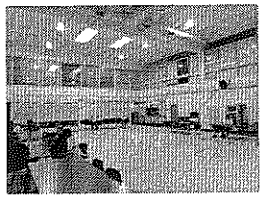
NOT FOR CONSTRUCTION



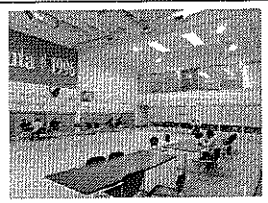
5 SERVING AREA



6 DINING

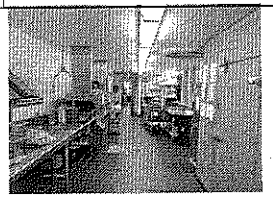


7 DINING

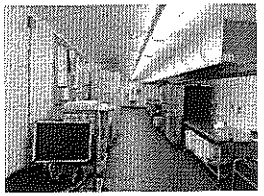


8 DINING

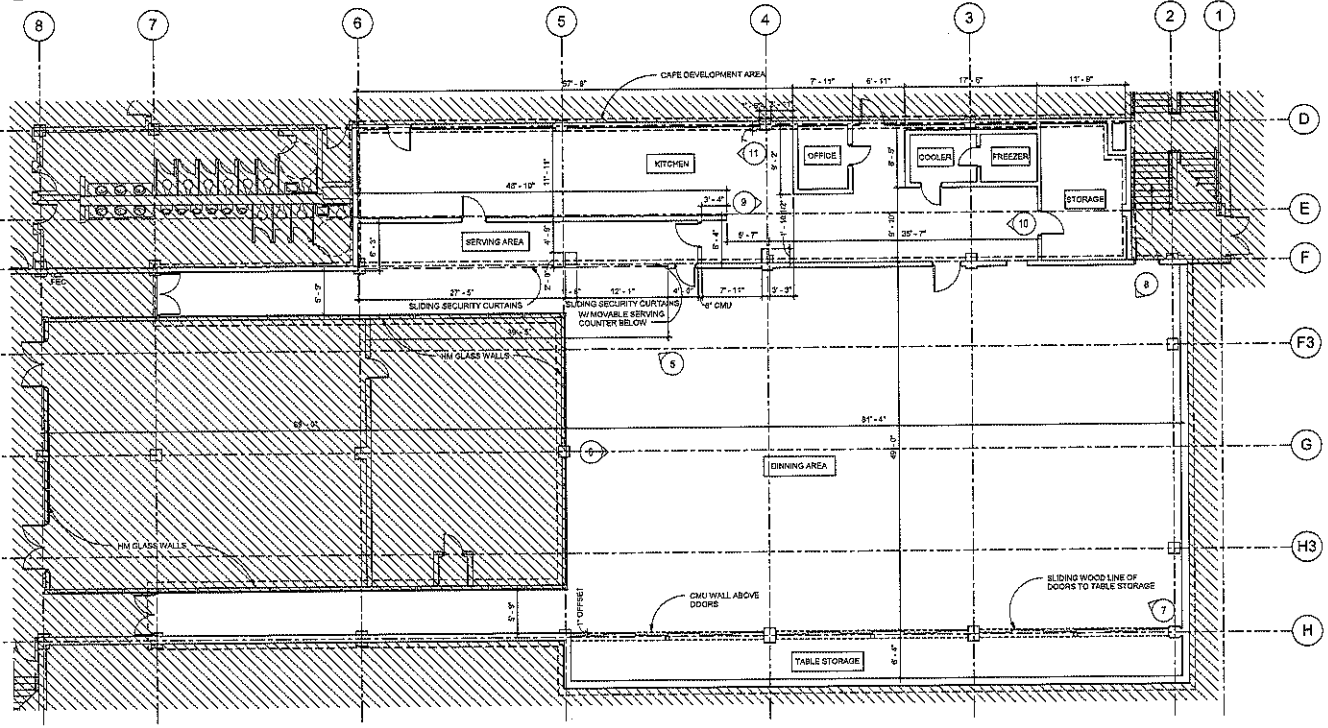
9 KITCHEN



10 KITCHEN



11 KITCHEN



1 PS-A-2.0 PLAN ENLARGEMENT 1/8" = 1'-0"

819 POLLARD ST. - MAIN FLOOR @ CAFE (REF.SHEET PS-A-1.0)

NOMINAL AREA AVAILABLE FOR DEVEOPMENT:
A) KITCHEN & SERVING: 1,908 SQ.FT.
B) DINING: 5,145 SQ.FT
TOTAL: 7,053 SQ.FT

CITY OF ATLANTA

NO.	DESCRIPTION	DATE

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SUBMITTED BY:
FILE NAME:
ISSUE DATE:
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CONSULTANTS

AtlanticCraft

PROJECT NAME: CQA - 819 POLLARD ST. ATLANTA, GA

SHEET TITLE: ENLARGED FLOOR PLAN - CAFE

SHEET NUMBER PS-A-2.0

SHEET 9

NOT FOR CONSTRUCTION

Exhibit B
Definitions

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

"Charges" means the amounts payable by City to Service Provider under this Agreement.

"City Security Policies" means the policies set forth in **Exhibit D**.

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Facility" or "Facilities" means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party" or "Parties" means City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

"Service Provider Personnel" means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

"Third Party" means a Person other than the Parties.

Exhibit C
Authorizing Legislation
(To Be Inserted in Final Agreement)

Exhibit D
City Security Policies

CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL

CITY OF ATLANTA

OFFICE OF FACILITIES MANAGEMENT

ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY

CONTRACTORS' MANUAL

Safety comes before all else –
"ZERO ACCIDENTS"

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3.2 What is Risk Management?
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3.4 Waivers

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Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

* Ensure the health and safety of the employees and public;
* Avoid risking the safety and health of any other person;
* Assist new site personnel in recognizing job hazards and following necessary procedures;
* Ensure their work site is safe for themselves and others;

* Practice good site housekeeping to minimize risk of avoidable accidents;
* Identify OEAM before starting any work:
* Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
* Immediately take effective action to eliminate any safety hazard.

3.4 WAIVERS

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 GENERAL

4.1 HAND PROTECTION

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 HAIR PROTECTION

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 SAFETY SHOES

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 HEARING PROTECTION

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 EYE PROTECTION

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediate. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 ACCIDENT & INJURY REPORTING

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 SMOKING POLICY

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 CERTIFICATED PERSONNEL

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 LICENSES

Copies of ***current and valid licenses and permits*** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

* All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
* Contractor employees must have a valid driver's license; and
* Cell phones other that "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

*Harassment of any kind;
*Theft, damage, or misuse of COA property;
*Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
*Criminal activities;
*Being under the influence of alcohol or drugs while on City property;

*Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
*Unauthorized access into restricted areas;
*Violation of any City policies or codes;
*Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 SPILL RESPONSE

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- **Contain the Spill**
*Prevent further spillage
*Contain what is spill
*Follow MSDS (Material Safety Data Sheet) information
*Block stormwater drain inlet

Step 2- Report the Spill
*If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up
*Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
*Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
*Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 PEST CONTROL

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 HAZARDOUS WASTE MANAGEMENT

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contactor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

*Description of the spill and estimated quantity spilled;
*Date and time of the spill;
*Copy of MSDS for material spilled; and
*Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

*The Contractors' shall have an Asbestos and Demolition License available;
*The Contractors' shall not break or crush asbestos sheeting;
*The Contractors' must use water spray to minimize asbestos dust;
*The Contractors'' employees must wear a respirator as necessary;
*The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
*The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
*The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors'' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 REMOVING OR DISTURBING ASBESTOS

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 SIGNS AND LABELS

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 TRAINING AND CERTIFICATIONS

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 LEAD

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 MOLD REMEDIATION

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
  Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible;
  Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
  Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contactor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act regulates enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;
What could go wrong?
What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK
Do I have all the necessary training and knowledge to do this job safely?
Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS
Take necessary actions to make sure the job is done safely!
Follow written procedures!
Ask for assistance, if needed

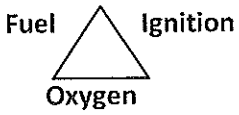
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identity s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES
There are several energy sources, all of them may be locked and tagged. The list includes:
*Electrical
*Hydraulic
*Pneumatic
*Chemical
*Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate **all** equipment, switches and controls required to ensure your work-site is safe.]

- Place **your** tag(s) on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings**.
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service" Tags:
If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 FALL PROTECTION

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 FORKLIFT OPERATION

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 SAFE MOBILE CRANE OPERATION

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 HAND TRUCK SAFETY

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 OVERHEAD WORK

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 LASERS AND RADIATION SAFETY

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 POWDER ACTUATED TOOLS

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading **"POWDER-ACTUATED TOOLS IN USE"** must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals
The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds
Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	$CFCl_3$	75-69-4
CFC-12	Dichlorodifluoromethane	CCl_2F_2	75-71-8
CFC-13	Chlorodifluoromethane	CF_3Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C_2FCl_3	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$C_2F_2Cl_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$CCl_2F\text{-}CClF_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$CF_2Cl\text{-}CClF_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$CClF_2\text{-}CF_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C_3FCl_7	422-78-6
CFC-212	Hexachlorodifluoropropane	$C_3F_2Cl_6$	3182-26-1
CFC-213	Pentachlorotrifluoropropane	$C_3F_3Cl_5$	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	$C_3F_4Cl_4$	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	$C_3F_5Cl_3$	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	$C_3F_6Cl_2$	42560-98-5
CFC-217	Heptafluoropropyl chloride	C_3F_7Cl	422-86-6
Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress			

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	$CBrClF_2$	353-59-3
Halon 1301	Bromotrifluoromethane	$CBrF_3$	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	$C_2Br_2F_4$	25497-30-7
These chemicals are currently permitted for use in fire extinguishers but will be phased out.			

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH_2Cl_2	75-09-2	Cadmium Compounds	-	-
Chloroform	$CHCl_3$	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl_4	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C_2HCl_3	79-01-6	Lead Compounds	-	-
1,1,1-Trichlorethane	$C_2H_3Cl_3$	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C_2Cl_4	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C_4H_8O	78-93-3			
Benzene	C_6H_6	71-43-2			
Methyl Isobutyl Ketone	$C_6H_{12}O$	108-10-1			
Toluene	C_7H_8	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochloroflurocartons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:

City of Atlanta

Office of Enterprise Assets Management

CONTRACTOR CHECK LIST

The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:	
Work Site(s)	
and Location(s):	
Applicable Date(s):	
Contractor's Name:	
Contractor's Representative:	
24-hour phone number:	

Action Required	☑
Safety Orientation with EHSS Required? If yes, the contractor is scheduled to attend on_____ (month/day) at_____ (time).	Yes ☐ No☐
Asbestos review required?	Yes ☐ No☐
Lead materials review required? .	Yes ☐ No☐
Will the work require entry into a permit-required confined space? • If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter. • If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed.	Yes ☐ No☐
• Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)? • If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space.	Yes ☐ No☐
• If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS.	

Hazard Communication: Provide the following to the contractor: • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval. The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .	Yes ☐ No☐
Will work be conducted on the roof of a building where fume hood exhausts are located? • If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken.	Yes ☐ No☐
Will work by the contractor involve electrical or mechanical systems? • If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures.	Yes ☐ No☐
Will Hot Work Permits be required during the Contractor's work? If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.	Yes ☐ No☐
The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?	Yes ☐ No☐
The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.	Yes ☐ No☐
The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.	Yes ☐ No☐

Exhibit E
Dispute Resolution Procedures

DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

Appendix A
OCC Requirements

CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
Lscott@atlantaga.gov

July 9, 2015

RE: Project No.: FC- 8354, Management and Operation of City of Atlanta Cafeterias

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: http://ecfr.gpoaccess.gov/ and choosing "Title 72- Cafeterias, Grill Buffets, and Buffets" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

SMALL BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the requirement of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.

2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.

3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001

Small Business Enterprise Goals for this Project

Project No.: FC-8354, Management and Operation of City of Atlanta Cafeterias

The Small Business Enterprise goals for the trade categories listed in this project are:

35.00% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Program Reminders

1. Subcontractor Certification. It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUB Zone firm.

2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.

3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

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 we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-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

FORM SBE-1

OFFICE OF CONTRACT COMPLIANCE

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers(SBE and Non-SBE) that were contacted regarding this project

Name of Sub-Contractor/ Supplier	City Of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? *(Yes or No)*	Type of Work Solicited for	Business Ownership *(See Code below)*	Certification No. and Expiration Date	Results of Contact

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

Proponent's Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

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

Total SBE%_____

(***Note... EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors current certification)

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

Proponent's Contact Number: _____ Signature: _____ Date: _____

(Please Print)

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

FORM 4

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project..

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____

Contractor

Appendix B
Risk Management Requirements

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

FC-8354, Management and Operation of City of Atlanta Cafeterias

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **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.**

1. Evidence of Insurance 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. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant 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 Contractor/Consultant 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 bid security provided by Contractor/Consultant.

2. 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. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

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, and
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by

an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant'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 Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance 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.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

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.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord 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.

6. 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.**

7. Project Number & Name

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

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

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

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

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant 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

Contractor/Consultant 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
- ☒ Food Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

E. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this contract. The Bond shall be in an amount not less than $1,000,000 and shall be specifically endorsed to cover loss under this contract and shall name the City of Atlanta as Loss Payee.

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

FC-8354, Management and Operation of City of Atlanta Cafeterias

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **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.**

1. Evidence of Insurance 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. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant 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 Contractor/Consultant 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 bid security provided by Contractor/Consultant.

2. 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. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

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, and
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant

in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant'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 Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance 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.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

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

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

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord 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.

6. 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.**

7. Project Number & Name

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

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

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

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

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant 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

Contractor/Consultant 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
- ☒ Food Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

E. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this contract. The Bond shall be in an amount not less than $1,000,000 and shall be specifically endorsed to cover loss under this contract and shall name the City of Atlanta as Loss Payee.

Appendix C
General Conditions

(not applicable)

Appendix D
Special Conditions

(not applicable)

Appendix E
Additional Required Submittals

Appendix E. Additional Required Submittal Form

Proof of Compliance with Point of Sale Equipment Minimum Requirements:
The Proponent must agree to provide a Point of Sale ("**POS**") System at each of the two (2) Cafeteria locations on behalf of the City. Provide a detailed narrative for the brand of software to be used at the various locations and any limitations that the system may have for processing payments (e.g. unable to accept AMEX cards, etc.). Additionally, the Proponent must provide a descriptive narrative explaining the logistics of how the POS software package will tie together information captured at the register with the backroom functions to provide managers with up to the minute visibility of the store operations. Those operations include inventory, accounts receivable, ordering/availability, and other relevant management functions and reports such as sale trending reports.

Management Plan for Maintaining Equipment Maintenance and Pest Control Procedures:
Proponent must provide a detailed narrative within their proposal to outline their intentions for the following procedures that must be maintained without exception and at the sole responsibility of the Proponent. Should the procedures differ for any reason depending on the location, those deviations must be identified as well:

1. include a policy for equipment maintenance and repairs, expected frequency of cleaning, trash removal and general schedule for the replacement of equipment, displays, fixtures; and
2. outline your pest control policies and procedures that shall be maintained in accordance with the City's policies and procedures. The City will bear no responsibility for pest control incidences realized within either of the two (2) cafeteria locations. This expense should be included in the operating budget.

Evidence of Current Available Equipment Inventory:
The Proponent must agree to only use Energy Star certified machines where available

Proof of Compliance with Maintaining Adequate Staffing Levels at two (2) Cafeteria Locations:
Maintaining superior customer service levels at all times at each of the two (2) Cafeteria locations is a top priority for the City. Therefore, the Proponent must provide evidence that they will be able to ensure adequate staffing levels at each of the two (2) sites, in order to maintain best in class customer services levels at all times. Please provide a detailed narrative within your proposal to include the number of employees associated with a particular Cafeteria location; their position title, proposed hourly rates to be paid to each of the identified personnel, hours of work per day (including any shift rotations). Additionally, considerations should be made for employee relief for breaks and lunch hours. The Cafeteria should not be closed during normal business hours or understaffed for any reason not approved by OEAM, nor should employees be seen eating while working.

Provide a Detailed Description of Your Written Policy & Procedures for Controlling Theft by Personnel (e.g. counting drawers, managing food/supplies, etc.)

Provide A Plan of Action for Managing the Flow of Customers Through The Grill & Hot Food Line During Peak Breakfast and Lunch Hours.

Evidence of Compliance with Consistent Profit Revenue Stream for a 3 Year Consecutive Term:

The Proponent must provide concise documentation within their proposal that reflects a consistently profitable revenue stream over a minimum consecutive term of three (3) years. If the Proponents Required Submittal Form 4 is not reflective of this required profit margin, then the Proponent shall be responsible for reflecting evidence of this profit margin in detailed by some other accredited means (e.g. income statements, balance sheet, statement of cash flow, etc.).

Evidence of Compliance with Submission of Potential Construction Designs For The two (2) Cafeteria Locations (The City Shall Fund & Manage Construction for All Design Ideas Accepted):

Each Proponent must submit seven (7) **digital copies as well as hard copy design renderings,** for the design plan for each of the two (2) Cafeteria locations. Each of the renderings should include a detailed narrative, to include but not be limited to, the following information:

- Site location;
- Square footages for spacing ideas;
- Itemized quantity for proposed materials, furnishing and equipment;
- Labels for various stations (e.g. variety food stations, drink stations, condiments, etc.)
- Identification of electrical outlets and/or power stations;
- Identification of seating options;
- Description of proposed finishing's and anticipated lifespan for materials (actual samples of materials would be an ideal submittal for consideration along with any actual rendering provided within your proposal package);
- Marketing concepts to attract employees and general public; and
- Detailed and itemized pricing for all design elements (***absent of any lump sum pricing*** **for any design element**). All proposed line items must be outlined in detailed with an associated fixed cost.
- Proposed Project Timeline for both Cafeteria locations

The Proponent project time line must include an anticipated completion date for the build-out for each of proposed design ideas associated with the two (2) locations. The timeline must be detailed to include all project schedule deliverables (e.g. planning, design, construction phase, etc.). Again, all design ideas accepted by the City shall be fully paid for by the City.

*"***COLOR"** digital copies as well as hard copy design renderings are required. **A PROPONENT WILL BE DEEMED NON-RESPONSIVE IF NOT SUBMITTED AS SUCH WITHIN THEIR PROPOSAL.**

Sample Menu Options for the two (2) Cafeteria locations:

Each Proponent must provide a minimum of three (3) comprehensive, diverse, high quality, sample menu options with prices. Standard brands must be made available (and outlined within your sample menus); however they should be offered at a lesser price than the premium brands (e.g. coffees, teas, pre-packages foods, etc.). All menus items and associated costs will be evaluated and ultimately approved by the COA before implementation. The Proponent must also submit **Themed Menu options** to account for *holidays* and for *specialty menu ideas* such as "Taco Tuesday's" for example.

(Breakfast Menu)

- ✓ A variety of freshly prepared Hot meal selections and a variety of freshly prepared and packaged Cold meal selections
- ✓ A variety of freshly prepared sandwiches/wraps and other meal options for the "grab and go" customers (e.g. oatmeal, grits, cereal, fruit, nuts, doughnuts, etc.)
- ✓ Freshly cooked breakfast entrée meal options with a variety of sides (e.g. 1 meat, 2 sides and 1 drink OR small plate verses large plate meal options).
- ✓ A variety of health conscious food options with a nutritional benefit
- ✓ Frozen takeaway dessert options and/or specialty snacks, such as (e.g. ice cream, frozen yogurt bars, etc.)
- ✓ A variety of specialty coffees, espresso, tea, carbonated beverages, protein drinks, energy drinks, milks and juices.

(Lunch Menu)

- ✓ A variety of freshly prepared Hot meal selections and a variety of freshly prepared and packaged Cold meal selections
- ✓ A variety of freshly prepared sandwiches/wraps and other meal options for "grab and go" customers (e.g. variety of soups, salads, nuts, chips, etc.)
- ✓ Freshly cooked lunch entrée meal options with a variety of sides (e.g. veggies, French fries, etc.) The option for 1 meat, 2 sides and 1 drink; or small plate verses large plate.
- ✓ A variety of health conscious food options with a nutritional benefit
- ✓ Frozen takeaway dessert options and/or specialty snacks, such (e.g. ice cream, frozen yogurt bars, etc.)
- ✓ A variety of specialty coffees, espresso, hot and cold tea, carbonated beverages, protein drinks, energy drinks, milks and juices.

Cost Breakdown:
Maintaining a high quality of service and a variety of menu options that will attract employees and the general public, should remain most important to the Proponent when developing a comprehensive business model and proposal to the COA. This food program is primarily for the benefit of the employees. Although quality remains primary, a Proponent's proposal should include conservative pricing options balanced with quality branded foods and retail items, to be afforded primarily to the employees.

Please provide the projected cost per person for breakfast and lunch at both Cafeteria locations. Then provide the cost that your firm believes would be suitable to sell those meals.

For Example:

- Breakfast would cost $2.50 to develop and the City could charge $5.50 for this particular meal. The Meal would consist of 1 breakfast meat, 2 sides (grits & egg, 1 slice of toast) and 1 fountain drink.; and
- Lunch would cost $3.50 to develop and the City could charge $6.50 for this particular meal. The Meal would consist of 1 lunch meat, 2 sides (rice & beans, 1 soft roll) and 1 fountain drink.

Evidence of Proponents Proven Ability to Comply with The City's Mission For Maintaining a Sustainable Environment:

The City requires the following considerations to be made and maintained by the Proponent throughout the term of the contract. The Proponent must document evidence in their proposal on how their firm plans to achieve and maintain each of the below-referenced standards:

1. Train staff on zero waste strategies as they become available;
2. Provide guidance to the City on zero waste strategies;
3. Provide signage on zero waste and locally sourced foods to highlight sustainable practices employed in the cafeterias;
4. Provide for recyclable and/or compostable service ware and packaging;
5. Offer healthy food choices with 25% of the product line to be organically, locally, or documented sustainably grown food options (local food defined as produced no more than 400 miles away);
6. Provide nutrition menu labeling which include warnings for common allergies;
7. Proponent must provide for the use of green cleaning products and practices; and
8. Proponent must employ practices for recyclable and compostable practices and trash.

Delivery Schedule:
Please provide a detailed food/supply delivery schedule for the two (2) cafeterias. Ensure that your narrative specifies the precise location for the delivery of all items (e.g. City loading dock, etc.).

Cafeteria Marketing:
Please provide a marketing plan for the two (2) cafeteria locations.

Staff Training:
Please provide a detailed training schedule for the two (2) cafeteria locations.

Compliance with Oral Interviews at the City's Sole Discretion:

The City may elect to host Oral Interviews at their sole discretion. The Proponent must identify an active location for a City representative to conduct a site visit. A representative must also be identified, who will offer access to the facility and answer questions onsite that an assigned City representative may have.

- **Address for Selected Site Visit:**_____
- **Hours of Operations:**_____
- **Name, Direct Cell Phone Number, Email and Title of Representative that Will Leading the Site Visit and Able to Answer Questions:** _____

Should the Proponent not currently have an active food servicing contract available for a City representative to conduct a Site Visit, the Proponent must be in a position to host an Oral Interview Session at the City's sole discretion. During this session a Proponent may be asked to showcase various displays, design rendering or sample menu options.

*****END OF APPENDIX E. ADDITIONAL REQUIRED SUBMITTALS*****