



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,  
CIPC, CISCC, CIGPM, CPPC  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

March 2, 2016

Dear Potential Proponents:

**Re: FC-8786, Program Management Team Services for the Renew Atlanta Bond**

Attached is one (1) copy of **Addendum Number 1**, which is hereby made a part of the above-referenced project.

For additional information, please contact Mr. James E. Crenshaw, Contracting Officer, Senior, at (404) 865-8816 or by email at [jecrenshaw@atlantaga.gov](mailto:jecrenshaw@atlantaga.gov).

Sincerely,

Adam L. Smith

ALS/jec



**ADDENDUM NO. 1**

This Addendum No. 1 forms a part of the Request for Proposals and modifies the original solicitation package as noted below and is issued to incorporate the following:

1) **Pre-Proposal Conference:**

The Pre-Proposal conference is has been rescheduled for **Friday, March 18, 2016, at 11:00 A.M. EDT.**

2) **Question and Answer Period:**

The deadline to submit questions has been extended to **Friday, March 25, 2016, at 2:00 P.M. EDT.**

3) **Proposal Due Date:**

The Proposal due date has been extended to **Friday, April 1, 2016, at 2:00 P.M. EDT.**

4) **Revision of Exhibit A.2, Minimum Qualifications:**

PMT Principle-in-Charge Classification is hereby replaced with the following;

*“Registered Professional Engineer, or Registered Architect in the State of Georgia. Lead Program Manager or Deputy Program Manager that has managed at least 2 large commercial/office buildings, parking structures or renovation of existing buildings with a value of not less than \$25 million or 1 multi-year infrastructure programs with a value of not less than \$60 million inclusive of the design and construction of sidewalks, streetscapes, intersection improvements, bridge and/or roadway improvements including multi-firm teams or Joint Ventures.”*

5) **Revision of Part 1, Instructions to Proponents, Item 4, Minimum Qualifications:**

*Part 1, Information and Instructions to Proponents, Item 4 is hereby revised to read:*

*“4.1. Each Proponent shall have, within the last ten (10) calendar years, provided program/project control services for a municipal Capital Improvement Program (CIP) at a value not less than \$100,000,000.00 (One Hundred Million Dollars), which is inclusive of design, land acquisition, utilities and other project costs. For the purpose of this RFP, the word “municipal” is inclusive of city, county, parish, township, or some other entity within a state or territory.*

*4.2. Each Proponent team member (Service Provider Key Personnel) shall have the minimum experience set forth in Part 5 of this RFP.*

*4.3. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.”*

6) **Revision of Part 1, Instructions to Proponents, Item 12, Applicable City OCC Programs:**

*Part 1, Information and Instructions to Proponents, Item 12 is hereby revised to read:*

*“The City’s OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.”*

7) **Addition of Appendix A, Office of Contract Compliance Requirements:**

Appendix A, Office of Contract Compliance Requirements are hereby included as Attachment No. 1 dated 3/2/16.

8) **Revision of Part III, Evaluation of Proposals:**

Part III, Evaluation of Proposals is hereby removed and replaced with a new Part III, dated 3/2/16 and attached hereto as Attachment No. 2.

**The Proposal due date HAS been modified and Proposals are now due on Friday, April 1, 2016 and should be time stamped in no later than 2:00 P.M. EDT delivered to the address listed below:**

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

**\*\*All other pertinent information is to remain unchanged\*\***

**FC-8786, Program Management Team Services for the Renew Atlanta Bond**

**Addendum No. 1**

**March 2, 2016**

**Page 4**

**Acknowledgment of Addendum No. 1**

Proponents must sign below and return this form with your proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of Addendum No. 2 for **FC-8786, Program Management Team Services for the Renew Atlanta Bond** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Legal Company Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# **Attachment No. 1**

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Appendix A,  
Office of Contract  
Compliance  
Requirements



## CITY OF ATLANTA

SUITE 1700

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6010 Fax: (404) 658-7359

Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

Kasim Reed  
Mayor

OFFICE OF CONTRACT COMPLIANCE

Larry Scott

Director

[lscott@atlantaga.gov](mailto:lscott@atlantaga.gov)

March 2, 2016

**RE: Project No.: FC-8786, Project Management Team Services for the renew Atlanta Bond Program (RFP)**

Dear Prospective City of Atlanta Bidder:

This packet is substantially different from all previous packets. The Office of Contract Compliance's **Disadvantaged Business Enterprises (DBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all of the information very carefully. Pay close attention to the contract goals for this project and the DBE program reminders listed on page DBE 5.

Many businesses that appear in our register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE firms is being handled by a different agency. Please see page DBE 2 for details of certification of DBEs. Thank you for your extra attention to the DBE program.

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**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**POLICY STATEMENT**

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

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

## **IMPLEMENTATION OF DBE POLICY CONTRACT GOALS**

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and/or joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offerors to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 55 Trinity Avenue, Ste. 1700, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity at the airport is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

## **GOOD FAITH EFFORTS**

The City of Atlanta treats bidder/offerors' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26.

### **DEMONSTRATION OF GOOD FAITH EFFORTS**

The obligation of the bidder/offeror is to make good faith efforts to meet the goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offeror is responsive to the DBE goals, OCC will consider whether the information submitted by that bidder/offeror is complete, accurate and adequately documents the bidder's/offeror's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

**DISADVANTAGED BUSINESS ENTERPRISE  
CONTRACT GOALS**

**PROJECT # FC- 8786, Project Management Team Services for the Renew Atlanta Bond  
Program (RFP)**

All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies involvement in the **Project Management Team Services for the Renew Atlanta Bond Program (RFP)** project throughout the life of the contract.

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

**541618 Management Consulting Services**

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 non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

**Note: The Project Specific Disadvantaged Business Enterprise (DBE) Goal is: 15%**

OCC will count DBE participation in the form of a certified DBE a prime contractor, DBE certified joint venture partner (Joint ventures are not mandated on this contracting opportunity), or certified DBE sub-contractor arrangement. The above referenced goal will be measured against **total contract value inclusive of any change orders and/or miscellaneous modifications** that may occur throughout the life of the project.

## MONITORING OF DBE POLICY

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project 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 DBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific DBE information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

## DBE PROGRAM REMINDERS

1. DBE Plan. All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name, address, and contact name, work description, and contract amount.
2. Subcontractor and Supplier Participation. On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. Failure to Meet DBE Goals. Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Parts 23 and 26 etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.
4. Certification. As of March 1, 2004, the City no longer does DBE Certification. DBE Certifications are now handled by the GA Department of Transportation (GA DOT). The contact number for GA DOT is (404) 656-5267
5. Reporting. The successful bidder must submit monthly DBE participation reports to OCC in a form as prescribed by the Office of Contract Compliance monitor of record.
6. DBE Concession Program. The DBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
7. Contract Assurance. The Concessionaire shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26 but are enforceable through the City of Atlanta regulations.

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

**PROJECT # FC- 8786, Project Management Team Services for the Renew Atlanta Bond Program (RFP)**

### IMPLEMENTATION OF EEO POLICY

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26.

**A FIRM 'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25) EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS**

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

### BUSINESS DEVELOPMENT PROGRAMS

Though the DBE program primarily focuses on DBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

**CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE**

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company's intent to achieve the Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals where applicable. Furthermore, the undersigned acknowledges receipt of and agrees to adhere to the Federal Title VI assurances included in this appendix.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature  
Company Authorized Representative

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

FC Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

## GDOT Title VI Assurances

The *City of Atlanta* (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A(US-DOT) of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B(US-DOT) of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

\_\_\_\_\_  
(Date)

by \_\_\_\_\_  
(Signature of Authorized Official)

Attachments: Appendices A(US-DOT), B(US-DOT) and C(US-DOT).

## APPENDIX A(US-DOT)

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text including the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

### 1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

### 2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

### 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

### 4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the (*Recipient*) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the (*Recipient*), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

### 5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**6. Incorporation of Provisions**

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the *(Recipient)* or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *(Recipient)* enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B (US-DOT)

**The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.**

### **Granting Clause**

NOW, THEREFORE, the Georgia Department of Transportation (GDOT)—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

### **Habendum Clause**

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed\*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction.<sup>1</sup>

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<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

## APPENDIX C (US-DOT)

**The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.**

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

**The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.**

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

\*[Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

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\* Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

## SUBCONTRACTOR CONTACT FORM

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

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

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

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

Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Disadvantaged Business Enterprises (DBE) subcontractors / suppliers, including lower tiers, to be used on phase two of this project.

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

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (\*\*Note... EBO certification does not qualify for DBE projects)

Proponent's Co. Name: \_\_\_\_\_ Total DBE% \_\_\_\_\_

FC#: \_\_\_\_\_ Project Name: \_\_\_\_\_ Date: \_\_\_\_\_

3/2/06 Signature: \_\_\_\_\_

(THIS PAGE SHALL BE SUBMITTED FOR EACH DBE FIRM)

## LETTER OF INTENT

### *Disadvantage Business Enterprise*

**Proponent** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Firm:** DBE Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**DBE Contact Person:** Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Expiration Date of DBE Certification: \_\_\_\_\_

**DBE is performing as:**  Prime Concessionaire  Sub concessionaire  Joint Venture

Work item(s) to be performed by DBE	Description of Work Item	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL DBE			

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

DBE contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

#### **AFFIRMATION:**

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

By: \_\_\_\_\_  
(Print name) (Title)

\_\_\_\_\_  
(signature) (date)

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

## ATTACHMENT 1

### Joint Venture Participation on City of Atlanta DBE Projects

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

A joint venture, at its' option, may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids. Otherwise, agreements must be submitted on or before the date set for receipt of bids on a project.

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

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

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

## ATTACHMENT 2

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

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

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

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

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

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

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

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

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

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

## FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

The Atlanta Workforce Development agency has determined that the First Source Jobs Program **is not applicable** for FC# 8786, Project Management Team Services for the Renew Atlanta Bond Program (RFP).

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. The First Source Jobs Program only applies to eligible procurements that include **Construction** components. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents for procurements that include a construction component are **required** 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 of the Atlanta Workforce Development Agency at (404) 546-3000.

**Michael Sterling, Interim Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, Georgia 30315  
(404) 546-3000**

## **Additional Resources Proponents May Contact in an Effort to Identify DBE Participants**

### **Atlanta Minority Business Development Center**

Clem Wilmont  
Project Director  
1599-A Memorial Drive, SE  
Suite 134  
Atlanta, GA 30317  
Phone: 404-329-4567  
E-mail: [cwilnot@AtlMBDC.com](mailto:cwilnot@AtlMBDC.com)

### **Atlanta Public Schools**

Carolyn Lyons  
Outreach Coordinator  
Contract Compliance  
1631 La France Street  
Atlanta, GA 30307  
Phone: 404-371-7130  
Fax: 404-371-7126  
Email: [clyons@atlanta.k12.ga.us](mailto:clyons@atlanta.k12.ga.us)

### **Cobb County**

Janice Cook  
Department of Transportation  
463 Commerce Park Drive, Suite 112  
Marietta, GA 30060-2737  
Phone: 770-528-3690  
Fax: 770-528-4360  
Email: [janice.cook@cobbcounty.org](mailto:janice.cook@cobbcounty.org)

### **Dekalb County**

Terry Phillips  
Contract Compliance Officer  
1300 Commerce Drive  
Room 202  
Decatur, GA 30030  
Phone: 404-371-2737  
Email: [tgphilli@co.dekalb.ga.us](mailto:tgphilli@co.dekalb.ga.us)

### **U.S. Small Business Administration**

Dinora Gonzalez  
Economic Development Specialist  
233 Peachtree Street, NE  
Suite 1900  
Atlanta, GA 30303  
Phone: 404-331-0100 ext. 410  
Email: [dinora.gonzalez-cook@sba.com](mailto:dinora.gonzalez-cook@sba.com)

### **Georgia Technology Authority**

Thomas Hester  
Contracting Officer  
100 Peachtree Street  
Suite 2300  
Atlanta, GA 30303  
Phone: 404-463-2339  
E-mail: [tdhester@gta.ga.gov](mailto:tdhester@gta.ga.gov)

### **Governor's Small Business Center**

Gail Webb  
Governmental and Outreach  
Community Administrator  
200 Piedmont Avenue  
1306 West Tower  
Atlanta, GA 30334  
Phone: 404-656-6315  
Toll-Free: 800-495-0053  
Email: [gsbc@doas.ga.gov](mailto:gsbc@doas.ga.gov)

### **Minority Business Development Agency**

Sunny Guider  
Chief Business Development  
401 West Peachtree Street, NW  
Suite 1715  
Atlanta, GA 30308-3516  
Phone: 404-730-3300  
Email: [sguider@mbda.gov](mailto:sguider@mbda.gov)

### **Gwinnett County**

Debra Green  
Purchasing Director  
75 Langley Drive  
Lawrenceville, GA 30045  
Phone: 770-822-8720  
Fax: 770-822-8735 or 770-822-8728  
Email: [greende@co.gwinnett.ga.us](mailto:greende@co.gwinnett.ga.us)

# **Attachment No. 2**

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## Part III, Evaluation of Proposals

### **Part 3: Evaluation of Proposals**

All Proposals will be evaluated in accordance with the City’s Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

Program Management Team Services for the Renew Atlanta Bond will be evaluated using the following Evaluation Form:

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEM</b>	<b>SCORE</b>
<b>5%</b>	<b>Executive Summary</b>	
<b>5%</b>	<b>Organizational Structure/Organization Chart</b>	
<b>20%</b>	<b>Overall Experience, Qualifications and Performance of the Prime Firm and Sub Consultants</b>	
<b>20%</b>	<b>Experience and Qualifications of Key/Supplemental Personnel</b>	
<b>10%</b>	<b>Management Plan</b>	
<b>10%</b>	<b>Quality Control Approach</b>	
<b>10%</b>	<b>Project Controls Plan</b>	
<b>10%</b>	<b>OCC Programs</b>	
<b>10%</b>	<b>Financial Capability</b>	
<b>100%</b>	<b>TOTAL SCORE</b>	