

**CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

INVITATION TO BID

PROJECT NUMBER FC-8854

SUMMER FOOD MEALS DELIVERY SERVICES



**BRENDA CORNELIUS
HUMAN SERVICES DIRECTOR
MAYOR'S OFFICE OF HUMAN SERVICES**

**ADAM L. SMITH, ESQ., CPPO, CPPB,
CPPM, CPP, CIPC, CISCC, CIGPM, CPPC**

**CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT**

CITY OF ATLANTA
Hartsfield-Jackson Development Program Technical Support Campus
1255 South Loop Road, College Park, Georgia 30337
Phone No.: 404-530-5500

D I R E C T I O N S

From Downtown Atlanta:

- Take I-75/I-85 South
- Continue on I-75 at the I-75/I-85 Split
- Exit 238B – I-285 West
- Stay in right lane and follow signs for Loop Road
- Bypassing exit for I-285 West, continue on Loop Road through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

From East Atlanta:

- Take I-285 South
- Get off I-285 at the I-75 exit
- Follow signs to I-285 West / Clark Howell Hwy / Loop Road
- Exit at Loop Road
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

From South of Atlanta: (I-75)

- Take I-75 North
- Exit 238B - I-285 West
- Keep to the right and exit at Clark Howell Hwy / Loop Road
- Follow signs for Loop Road, go through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

From Southwest of Atlanta: (I-85)

- I-85 North
- Exit 68 - I-285 Bypass, follow to I-285 East
- Exit 59 - Loop Road / Clark Howell Hwy / Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

From West of Atlanta:

- From I-20, take I-285 South
- Exit 59 – Loop Road / Clark Howell Hwy / Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

From the Airport:

- Take Airport Blvd toward I-85 North, stay in the right lane
- Exit Right onto North Inner Loop Road
- Continue on N Inner Loop Road, crossing over Aviation Blvd, and road then becomes South Inner Loop Road
- Stay on S Inner Loop Road until you see the “Road Closed” signs
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)



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

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

March 24, 2016

ATTENTION INTERESTED BIDDER:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a Bid for **Project Number: FC-8854, Summer Food Meals Delivery Services**. This project is concerned primarily with delivering nutritious meals to locations in Atlanta for the Summer Food Service Program.

A Pre-Bid Conference will be held on **Wednesday, March 30, 2016, at 3:00 P.M.**, at the **Department of Procurement, Plan Room, City Hall, Suite 1900, 55 Trinity Avenue, SW, Atlanta, GA, 30303**. The purpose of the Pre-Bid Conference is to provide Bidders with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Human Services, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Bid Conference is strongly encouraged.

The last date to submit questions will be **Friday, April 1, 2016, no later than 5:00 P.M.** Questions may be sent to **Philippe Jefferson, Contracting Officer**, via email at pejefferson@atlantaga.gov, or facsimile at 404-589-5494. Questions will be responded to in the form of an addendum.

Your response to this Invitation to Bid ("**Bid**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, April 13, 2016**. Any Bid received after this time will not be considered and will be rejected and returned.

All Bids 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, Atlanta, GA 30303.



Invitation to Bid

Project Number: FC-8854, Summer Food Meals Delivery Services

March 24, 2016

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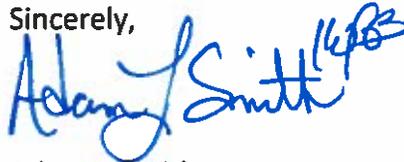
If you have any questions regarding this project, please contact **Philippe Jefferson, Contracting Officer**, at 404-865-8565, or by email at pejefferson@atlantaga.gov.

The Bid document may also be obtained either online at the Procurement website which is procurement.atlantaga.gov or from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, SW, Atlanta, Georgia 30303, at a cost of \$25.00 per package between 8:30 AM to 5 PM, Monday through Friday. Also, to be added to the plan holders list for updates of this project, please enter your information on the Procurement website or submit your name and company information to the Contracting Officer.

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

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

Sincerely,



Adam L. Smith

ALS:pej



CITY OF ATLANTA
INVITATION TO BID
PROJECT NUMBER FC-8854
SUMMER FOOD MEALS DELIVERY SERVICES

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PART I

**INFORMATION AND INSTRUCTION TO
BIDDERS**

Part 1; Information and Instructions to Bidders

1. **Services Being Procured:** This Invitation to Bid (“ITB”) from qualified bidders (“Bidder” or “Bidders”) by the City of Atlanta (“City”), on behalf of its Department of the Mayor, Office of Human Services (“OHS”), seeks to procure the following services (“Services”): **Summer Food Meals Delivery Services (“Project”)**. A more detailed Scope of Services sought in this procurement is set forth in Exhibit E, Scope of Work, attached to the Services Agreement (“Services Agreement”); **Contract No. FC-8854; Summer Food Meals Delivery Services**, included at Part 2 of this ITB.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 ITB is Code Section 2-1188; Competitive sealed bidding. By submitting a Bid concerning this procurement, a Bidder acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, City’s Code of Ordinances and Charter, which laws are incorporated into this ITB by reference.

3. **Minimum Qualifications:**
 - 3.1. Each Bidder participating in this procurement must provide proof of valid driver’s licenses.
 - 3.2. Each Bidder participating in this procurement must demonstrate and shall have a minimum of 5 years of experience with refrigerated transportation.
 - 3.3. Each Bidder participating in this procurement must submit, with its Proposal, documentation (e.g., certificate of good standing issued by the Secretary of State of Georgia) that evidences that it is authorized to conduct business in the State of Georgia.
 - 3.4. Each Bidder participating must submit a resume of previous jobs they have performed.

¹ All capitalized terms contained in the Services Agreement are incorporated into this ITB.

4. **No Offer by City; Firm Offer by Bidder:** This procurement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Bidder to form a Services Agreement. This procurement is only an invitation for offers from interested Bidders and no offer shall bind City. A Bidder'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.

5. **Bid Deadline:** To be considered Responsive and Responsible, a Bidder must complete and submit all required Bid submittals in accordance with the instructions contained in this ITB or on the individual form. Accordingly, responses to this ITB must be received by City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, on **Wednesday, April 13, 2016**, no later than **2:00 p.m.** EST (as verified by the Bureau of National Standards) each Bidder must submit **one (1) Original**, marked "Original", and **five (5)** copies of its bid in **three-ring binders**. The following submittals are required to be included in each bid:

5.1. The following forms from **Part 1**:

5.1.1. Form 1: Illegal Immigration Reform and Enforcement Act: This ITB is subject to the Illegal Immigration Reform and Enforcement Act ("**Act**"). Pursuant to Act, the Bidder must provide with its bid 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 Affidavit, set forth in **Part 1; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted at the time of submission. Under state law, the City cannot consider any bid which does not include completed forms. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders 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>.

5.1.2. Form 2: Contractor Disclosure Form;

5.1.3. Form 3: Bid Bond;

5.1.4. Form 4: Bidder Financial Disclosure (N/A FOR THIS ITB);

5.1.5. Form 5: Acknowledgment of Insurance and Bonding Requirements

5.1.6. Form 6.1: Certification of Insurance Ability;

- 5.1.7. Form 6.2: Certification of Bonding Ability;
- 5.1.8. Form 7: Acknowledgement of Addenda;
- 5.1.9. Form 8: Bidder contact Directory;

5.2. The following forms from **Part 2** of this ITB:

- 5.2.1. Exhibit "A.1", Delivery Pricing Sheet;
- 5.2.2. Exhibit "F", Resumes of Key Personal;
- 5.2.3. Appendix A; SBE Forms 1 through 5;

6. **Pre-Bid Conference:** It is strongly recommended that each Bidder attend the Pre- Bid Conference which is scheduled for **Wednesday, March 30, 2016 at 10:00 A.M.**, at the Department of Procurement, Plan Room, City Hall, Suite 1900, 55 Trinity Avenue, SW, Atlanta, GA 30303. Each Bidder is responsible to be fully informed regarding all existing and expected conditions and matters which might affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this ITB shall not relieve any Bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the Services being sought under this ITB.

7. **Bid Guarantee:**

- 7.1. Each Bidder must furnish a Bid Guarantee in the amount of five percent (5%) of its Bid amount. At the option of the Bidder, the Bid Guaranty may also be a certified check payable to the City of Atlanta or a Bid Bond attached to this ITB as Form 3. A surety executing a Bid Bond must meet the requirements set forth in Appendix B; Insurance and Bonding Requirements of this ITB.
- 7.2. Each Bidder agrees that, if it is awarded a Services Agreement (the form of which is attached to this ITB at Part 2 and must be fully executed and provided as a submittal in a Bidder's Bid), it will, in addition to the executed Services Agreement, be required to submit additional documentation (e.g. insurance/bonds, etc.) after such award pursuant to notice provided by City. If, within ten (10) days of receiving such notice, the successful Bidder fails to comply with that notice and submit additional requested documentation, City may retain the Bid Guarantee as liquidated damages and not as a penalty.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to City's contact person, **Mr. Philippe E. Jefferson**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 589-5494 or e-mail pejefferson@atlantaga.gov on or before **Friday, April 1, 2016**. Questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Ownership of Bids:** Each Bid submitted to City will become the property of City, without compensation to a Bidder, for City's use, in its discretion.
10. **Insurance and/or Bonding Requirements:** The Insurance and/or bonding requirements for any Services Agreement that may be awarded pursuant to this ITB are set forth in Exhibit B, Insurance and Bonding Requirements, at Part 2 of this ITB.
11. **Applicable City OCC Programs:** 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 at Part 2 of this ITB.
12. **Evaluation of Financial Information:** This ITB requires the provision of a Performance Bond and Payment Bond if a Services Agreement is awarded, attached as Exhibit D-1, Performance and Payment Bond. In connection with that requirement, City will review the information included in Form 6.1 & 6.2; Certification of Insurance Ability and/or Certification of Bonding Ability. A Bidder must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Bidder is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Bidder if a Services Agreement is awarded to it.
13. **Rules Applicable to Evaluation of Bids:**
- 13.1. All extensions of the unit prices shown and the subsequent addition of extended amounts included in a Bid may be verified by City. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy

between the sum of the extended amounts and the Bid total, the sum of the extended amounts shall govern.

13.2. City reserves the right to reject any Bid in which the pricing, upon comparison with City's cost estimate(s), appears to be irregular. Where only a single responsible and responsive Bid is received, City may, in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with City and provide any supplemental information that may be required. The determination whether to enter into a Services Agreement with such sole Bidder is entirely within City's discretion.

13.3. Each Bidder's Bid must affirmatively state within it that the prices contained in it, as well as its total Bid amount(s), are valid for a period of ninety (90) days from the date of the Bid deadline.

14. Examination of Bid Documents:

14.1. Each Bidder is responsible for examining with appropriate care this ITB and associated Bid Documents 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 Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

14.2. Each Bidder shall promptly notify City in writing should it find discrepancies, errors, ambiguities or omissions in the ITB and associated Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB and associated Bid Documents.

14.3. City may, by addendum, modify any provision or part of this ITB or associated Bid Documents at any time prior to the Bid due date and time. The Bidder may not rely on oral clarifications/representations/instructions to the ITB or associated Bid Documents unless they are confirmed in writing by City in an issued addendum.

14.4. Each Bidder must confirm addenda have been received and acknowledge receipt by executing Form 7; Acknowledgment of Addenda attached to this ITB.

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

16. Escrow Bid Documents:

16.1. Within ten (10) calendar days after the CITY issues its Notice of Intent to Award a Contract, the winning Bidder shall submit one true copy of all documents used in

preparation of its Bid (including subcontractors' documents, if applicable) to the CITY to be held in the CITY's secured vault located within the Department of Procurement ("escrow") for the duration of the Contract. This collection of documents shall be referred to as the "Escrow Bid Documents."

16.2. If a Bid is based on subcontracting any part of the Work, the winning Bidder shall also submit Escrow Bid Documents for each subcontractor whose total subcontract price exceeds five percent (5%) or Five Hundred Thousand (\$500,000) Dollars, whichever is less, of the total Contract price proposed by the winning Bidder. Such documents must be filed in the same manner and at the same time as the winning Bidder's Escrow Bid Documents.

16.3. The winning Bidder may submit Escrow Bid Documents in its usual cost-estimating format. The requirement to submit Escrow Bid Documents is not intended to cause the Bidder extra work during the preparation of its Bid. The Escrow Bid Documents shall be in English.

16.4. An Escrow Bid Documents Certificate ("Certificate") must accompany the Escrow Bid Documents at the time they are placed in escrow. The Certificate must be signed by an individual authorized by the Bidder to execute the bid proposal who must represent and warrant (1) that the material in the Escrow Bid Documents constitutes all the documents used in preparation of the Bid, (2) that he or she has personally examined the contents of the Escrow Bid Documents container, (3) that the documents in the container are accurate and complete, and (4) that no other Bid preparation information shall be considered in resolving disputes.

16.5. The CITY acknowledges that the Escrow Bid Documents may contain information that the winning Bidder, or its subcontractor(s), considers "trade secret," as that term is defined in O.C.G.A. § 10-1-761. Information provided to the City is subject to disclosure under the Georgia Open Records Act. 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.]."

16.6. Additional information regarding the Escrow Bid Documents (e.g. use, examination, ownership) may be found in the General Conditions attached to and incorporated into the form of Construction Contract included herewith.

17. Submission of Bids:

17.1. Bids must be submitted according to the requirements of this ITB. All blank spaces must be typed or hand written in black ink. All dollar amounts must be BOTH in writing

and figures. Written prices prevail over typed prices in the event of a discrepancy. All corrections to any entry must be lined out and initialed by the Bidder. Do not use correction tapes or fluids.

17.2. Bids shall be signed by hand by a principal of the Bidder with the authority to enter into a Contract with the City. Joint Ventures or partnerships must designate one joint venture/partner to represent the joint venture/partnership in submitting and executing a Bid. Each Bidder is responsible for the preparation of its Bid and for the costs of preparing and submitting them.

17.3. Bids will be opened on **Wednesday, April 13, 2016 at 2:00 P.M.** in the Department of Procurement's Bid Conference Room, Suite 1900, 55 Trinity Avenue, S. W., City Hall South, Atlanta, Georgia.

17.4. Bids must be sealed and clearly marked identifying the following information on the front of the package:

17.4.1. Bidder's Name/Company Name and Address.

17.4.2. Bidder's Georgia Contractor Utility License Number

17.4.3. Bidder's Federal Work Authorization User Identification Number

17.4.4. Addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM,
CPP, CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
Department of Procurement
City of Atlanta
55 Trinity Avenue, Suite 1900
City Hall South
Atlanta, Georgia 30303
RE: **PROJECT NUMBER FC-8854**

17.5. The following submittals must be completed and submitted on **Wednesday, March 23, 2016**.²

Item #	Required Bid Submittal Check Sheet	Check (v)
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Contractor Disclosure Form	
3.	Form 3; Bid Bond Bidder Financial Disclosure (N/A FOR THIS ITB)	
4.	Form 4; Certification of Insurance Ability	
5.	Form 5; Acknowledgement of Insurance & Bonding	
6.	Form 6.1; Certification of Insurance Ability	
7.	Form 6.2: Certification of Bonding Ability	
8.	Form 7; Acknowledgement of Addenda	
9.	Form 8; Bidder Contact Directory	
10.	Exhibit "A.1", Delivery Pricing Sheet	
11.	Exhibit "F", Resumes of Key Personal	
12.	Documents evidencing Bidder's authority to transact business in State of Georgia	
13.	Statement demonstrating years of experience	
14.	Appendix "A": SBE Forms 1 through 5	

² This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.

SECTION 1: REQUIRED SUBMITTAL FORMS

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

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive

FORM 1; ILLEGAL IMMIGRATION REFORM AND COMPLIANCE ACT

FORM 1

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO RESPONDENTS

All Respondents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (“IIREA”). Respondents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Respondents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Respondents in complying with the requirements of the City’s procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the respondent’s submission prior to the 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 Respondent is such that Respondent is required to obtain an Employer Identification Number (“EIN”) from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

Example 1, ABC, Inc. and XYZ, Inc. form and submit a response 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 response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response 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 notarized.
6. All Contractor Affidavits must be submitted with the Respondent’s response to the solicitation document.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of response submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

FORM 1
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor 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: _____

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 _____, 201____

NOTARY PUBLIC
My Commission Expires: _____

FORM 1
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-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 for _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _____ (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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to _____ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-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 Sub-Subcontractor: _____

Name of Project: _____

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 _____, 201____

NOTARY PUBLIC
My Commission Expires: _____

FORM 2; DISCLOSURE FORM AND QUESTIONNAIRE

FORM 2

Contractor Disclosure Form

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person 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 response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure 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 Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.

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

A. Basic Information:

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

B. Individual/Entity Information:

Principal Office Address: _____

Telephone and Facsimile Numbers: _____

E-Mail Address: _____

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

Is the individual/Entity authorized to transact business in the state of Georgia?

- Yes **(Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)**
 No

C. Questionnaire

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

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

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

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

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

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

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

- | | | |
|---|--|---------------------------------------|
| (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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (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. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

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

- | | | |
|--|--|---------------------------------------|
| (a) directly or indirectly, had a business relationship with the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (b) directly or indirectly, received revenues from the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

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

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

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

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

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

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

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

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? **YES** **NO**

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

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES** **NO**

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES** **NO**

D. REPRESENTATIONS

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

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

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

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the

City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

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

Equal Employment Opportunity (EEO) Provision. All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

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

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the

skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.
- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor

demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

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

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

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

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20**__

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

Notary Public of _____ (state)

My commission expires: _____

FORM 3; BID BOND

FORM 3

Bid Bond

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 Bid amount for **PROJECT NUMBER FC-8854; SUMMER FOOD MEALS DELIVERY SERVICES**, 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-8854; SUMMER FOOD MEALS DELIVERY SERVICES**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this bid;

NOW THEREFORE: The conditions of this obligation are such that if the Bid 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 Bid 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.

Enclosed is a Bid 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 Bid amount for **PROJECT NUMBER FC-8854; SUMMER FOOD MEALS DELIVERY SERVICES**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder 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 201__.

Corporate Bidder:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Bidder:
[Insert Bidder Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

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

FORM 4; PROPONENT FINANCIAL DISCLOSURE

[N/A FOR THIS ITB]

FORM 5; ACKNOWLEDGEMENT OF INSURANCE AND BONDING REQUIREMENTS

FORM 5

Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Bidder, acknowledge that if selected as the successful Bidder for **FC-8854; SUMMER FOOD MEALS DELIVERY SERVICES**, Bidder shall comply completely and promptly with all insurance and bonding requirements contained in the Services Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

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

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

Date: _____, 201__.

Corporate Proponent:
[Insert Corporate Name]

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

**Notary Public (Seal)
My Commission Expires:**

FORM 6-1; CERTIFICATION OF INSURANCE ABILITY

FORM 6.1

Certification of Insurance Ability

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

I, _____ [insert an individual's name],
on behalf of _____ [insert insurance company 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-8854; SUMMER FOOD MEALS DELIVERY SERVICES** (“Project”) and its **Exhibit D**; and
- (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 **Exhibit D** attached to the Service Agreement.

PLEASE NOTE: If this form 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. If Offeror is unable to provide City with insurance that comply with the terms of Exhibit D attached to the Service Agreement 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)

FORM 6.2; CERTIFICATION OF BONDING ABILITY

FORM 6.2

Certification of Bonding Ability

Instructions: Offeror must submit a completed copy of this form executed by their surety. Failure to submit a completed form will result in the Offeror being deemed non-responsive.

I, _____ [insert an individual's name],
on behalf of _____ [insert surety full company 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-8854; SUMMER FOOD MEALS DELIVERY SERVICES** ("**Project**") and its **Exhibit D**;
- (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 terms set forth in **Exhibit D** attached to the Service Agreement; and
- (d) 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 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 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. If Offeror is unable to provide City with bonds that comply with the terms of Exhibit D attached to the Service Agreement 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)

FORM 7; ACKNOWLEDGEMENT OF ADDENDA

FORM 7

Acknowledgment of Addenda

Each Respondent must complete and submit and acknowledgement with its solicitation that it has received all Addenda issued for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following **Addenda** for **FC-8854; SUMMER FOOD MEALS DELIVERY SERVICES:**

None (Check if None)

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

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:**

FORM 8; BIDDER CONTACT DIRECTORY

FORM 8

BIDDER CONTACT DIRECTORY

This Bidder 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 Respondent's team:

1. At least two individuals authorized to represent the firm for purposes of this Solicitation; and
2. All of Bidder's subcontractors (if any).

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

PART II
SERVICES AGREEMENT

CITY OF ATLANTA

Part 2; Services Agreement

CONTRACT NO. FC-8854; SUMMER FOOD MEALS DELIVERY SERVICES

This 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-8854
Service Provider	City of Atlanta
Name:	Using Agency: Department of the Mayor; Office of Human Services
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

Background.

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

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**.

Term.

- a. **Initial Term.** This Agreement shall commence on the Effective Date and end one (1) year from this effective date. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".
- b. **Renewal Terms.** City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:
 - i. 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;

If such legislation is enacted, within five (5) 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.

Interpretation.

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

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:³

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

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

1. **Services.**

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**.

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.

³ 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.

Change Documents.

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 "Unilateral Change Document").⁴ All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

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

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;

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

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.

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.

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.

Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or

⁴ 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.).

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.

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.

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.

Service Provider's Obligations.

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.

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.

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.

Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than 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.

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.

Key Service Provider Personnel and Key Subcontractors.

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

_____; and
_____.

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

_____; and
_____.

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.

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.

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.

City's Authorized Representative.

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.

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.

Payment Procedures.

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**.

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

Compliance with Laws.

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

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.

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.

Confidential Information.

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.

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.

Work Product.

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.

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.

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.

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.

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.

Audit and Inspection Rights.

General.

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.

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

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

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.

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.

Indemnification by Service Provider.

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:

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

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);

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;

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

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.

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.

Limitation of Liability.

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.

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.

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

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.

Termination.

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.

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"**.

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.

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.

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.

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.

Dispute Resolution.

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.

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.

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.

General.

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.

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.

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.

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.

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.

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.

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

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.

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.

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

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.

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.

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:

[Using Agency]

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

SCOPE OF SERVICES

The vendor shall provide turnkey service operations to the City of Atlanta. The goal is to deliver nutritious meals to children within the Summer Food Service Program. This will require daily operation of breakfast and lunch being delivered. This initiative will increase the number of children who receive nutritious meals on a daily basis. The opportunity will allow a selected vendor to partake in Mayor Reed's initiative in providing healthy, nutritious meals for children in our communities during the summer months.

1. Contractor shall be responsible for the delivery of all meals and/or dairy products. Adequate refrigeration or heating shall be provided during delivery of all food to ensure the wholesomeness of the food at delivery in accordance with state or local health codes.
2. All deliveries must be made in refrigerated trucks.
3. Minimum of 5 refrigerated trucks are required, will decrease due to the sites diminishing towards the end of the program.
4. USDA approved interior liners inside of truck.
5. Truck must have steps and grab handle for refrigeration unit access.
6. Truck must have exclusive thermal breaks on floors, thresholds and doors, built in clearance light protector and rain deflector, roadside and curbside grab handles.
7. Truck must have standard features preferably 16'-26' body length, 96' & 102' body width, 79", 85", 91", 97", 103", 109" body height.
8. Vendor must have the ability to load and unload vehicle daily.
9. Delivery will be made to each site; as outlined in the Master Site List in a timely manner.
10. Menus should be received from vendor each day upon pickup and distributed to sites at delivery.
11. Delivery receipt must be accompanied by the delivery driver picking up and delivering meals to physical site location.
12. Vendor vehicle should be able to accommodate the space of breakfast boxes 24x10x11 and lunch boxes of 36x12x12.
13. Vendor shall agree to have a floater available in case any site needs extra deliveries, being available to return to production kitchen if any extra meals are needed.
14. Meals are to be delivered daily and unloaded, and placed in the designated location at each site and by the Contractor's personnel at each site within the agreed upon time frame listed on the Master Site List.
15. OHS Summer Food Service Program reserves the right to add or delete sites by amendment of the initial list of approved sites referenced in the Master Site List, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under Section 225.8(dx2) of the SFSP regulations). The OHS Summer Food Service Program will provide the Contractor with the 2016 Master Site List.

EXHIBIT A.1; PRICING SHEET

Exhibit A.1 Transportation/ Delivery Pricing Sheet

THE SUMMER FOOD PROGRAM IS FROM JUNE 6, 2016 UNTIL JULY 29, 2016.

THE TOTAL TRANSPORTATION COST WILL BE CALCULATED BY MULTIPLYING THE QUANTITY, TIMES, THE UNIT COST. COMPLETE ALL TOTAL COST FIELDS.

Description	Quantity	Unit	Unit Cost (where applicable)	Total Cost (\$)
<i>Total Amount of Meals</i>				
Breakfast	124,880	EA		
Lunch	136,210	EA		
Total Number of Program Meals	261,090			
SUBTOTAL:	-		-	
Unforeseen Conditions Allowance	1			\$5,000
TOTAL:				

Exhibit A.2: 2016 SFSP Site Schedule

During the course of the 2016 Summer Food Service Program, there will be a gradual reduction in sites as individual sites operate on a varying time line.

In summary:

There will be 17 sites operating for 39 days- Beginning Monday June 6, 2016 ending Friday, July 29, 2016.

There will be 24 sites operating for 34 days- Beginning Monday June 6, 2016 ending Friday, July 22, 2016.

There will be 1 sites operating for 32 days- Beginning, Monday June 6 ending Friday, July 29, 2016.

There will be 1 sites operating for 31 days operating Tuesday June 7, 2016 ending Tuesday, July 19, 2016.

There will be 4 sites operating for 29 days ending, Monday, June 6, 2016 ending Friday, July 15, 2016.

There will be 1 site operating for 24 days operating Monday and Fridays beginning June 6, ending July 29, 2016.

There will be 1 site operating for 22 days beginning Monday, June 13, 2016 ending Friday July 15, 2016.

There will be 1 site operating for 20 days beginning Tuesday, July 5, 2016 ending Friday July 29, 2016.

There will be 1 site operating for 18 days beginning Thursday, June 16, 2016 ending Thursday June 30, 2016

There will be 2 sites operating biweekly for 16 days beginning June 6, 2016 ending Friday July 29, 2016

There will be 8 sites operating weekly for 8 total days of the program beginning Monday, June 6, 2016 ending Friday, July 29, 2016.

There will be 1 sites operating weekly for 7 total days of the program beginning Monday, June 6, 2016 ending Friday, July 29, 2016.

There will be 1 site operating in June for 5 days beginning Monday, June 20, 2016 through Friday, June 24, 2016.

There will be 1 site operating in July for 5 days beginning Monday, July 11, 2016 through Friday, July 15, 2016.

Exhibit A.2.1 – Thirty Nine (39) Day Sites

There will be 17 sites operating for 39 days beginning Monday, June 6, 2016 ending Friday, July 29, 2016.

Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
2,440		46,285	48,235	94,520
Total Breakfast Daily	Total Lunch Daily			
1195	1225			

Exhibit A.2.1

Site	Contact	Site Phone	Site Supervisor Phone	Email	Open, Closed, Profit, Non-Profit	501 (C)(3) Received	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Application	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch	Breakfast Reimbursement Rate	Lunch Reimbursement Rate	Total Breakfast Reimbursement	Total Lunch Reimbursement
Atlanta Children's Shelter 607 Peachtree Street, NE, Atlanta, GA 30308	Billie L. Walker	(404) 892-3713 ext 5429	(404) 892-3713 ext 5429	walker@accatl.org	Non-Profit, Closed	Rec.	40		7:30 am-8:30 am	11:15 am-12:15 pm	6/6/2016	7/29/2016		39	40	40	80	3120	1560	1560	1.39	2.74	2168.4	4274.4
Bessie Branham Recreation 2051 Delano Drive, NE Atlanta, GA 30317	akeisha Walker/ Erica Kno	(404)371-5010	(404)859-6896	walker@atlantaga.gov	Profit ; Closed	Rec.	120	7:30am - 6:00pm	8:30am-9:30am	12:30 pm - 1:00pm	6/6/2016	7/26/2016		39	120	120	240	9,360	4,680	4,680	1.39	2.74	6505.2	12823.2
Bowen Cultural Enrichment Center 211 Arthur Langford Jr. Drive Atlanta, GA 30315	Trudy Scott	(404)756-2767	(404)232-9833	TBScott@bellsouth.net	Non-Profit ; Closed	Rec.	30	8:00am - 4:00pm	8:30am-9:30am	12:30-1:30pm	6/6/2016	7/29/2016		39	30	30	60	2,340	1,170	1170	1.39	2.74	1626.3	3205.8
Cathedral of Faith 1159 Avon Avenue, SW Atlanta, GA 30310	Elizabeth Wilson	(404)752-8960	(404) 752-8960	elderw@gmail.com	Non-Profit ; Open	Church	100	9:00am - 4:00pm	8:30am - 9:30pm	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	100	100	200	7,800	3,900	3,900	1.39	2.74	5421	10686
Central Park Cheer & Dance Camp 400 Merritts Ave, NE Atlanta, GA 30308	Shaundra Burdette	(404)874-1780		sburdette@atlantaga.gov	Non-Profit ; Closed	Rec.	75	7:30am - 6:00pm	8:00am - 9:00am	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	75	75	150	5,850	2,925	2,925	1.39	2.74	4065.75	8014.5
Hillside Chapel & Truth Center 2450 Cascade Rd. SW Atlanta, GA 30331	Dolores Boorhees	(404)758-6811	(404)497-6881	Dolores_Boorhees@yahoo.com	Non-Profit ; Open	Rec.	20	8:00am - 2:00pm	8:30am - 9:30pm	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	20	20	40	1,560	780	780	1.39	2.74	1084.2	2137.2
H.O.P.E Summer Enrichment Program 1430 Bouldercrest Rd. Atlanta, GA 30316	Diedre Kedar	(404)424-9435	(404)805-2858	diedra.kedar@hopeministriesonline.org	Non-Profit ; Open	Organization	20	7:00am - 6:00pm	7:30am - 8:30am	11:30am-12:30pm	6/6/2016	7/29/2016		23	20	20	40	920	460	460	1.39	2.74	639.4	1260.4
KFM Youth Outreach Initiative, Inc.- At Cascade Fairburn Road Atlanta, GA 731	Brenda Gibbons	(404) 270-0852	(404) 755-3003	info@kfministry.com	Non-Profit; Open	Organization	30	8:30am - 5:00pm	9:00am-10:00am	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	30	30	60	2,340	1,170	1,170	1.39	2.74	1626.3	3205.8
Kaleidoscope Kids Camp of GA 2365 County Line Road Atlanta, GA 30331	Erica Gwyn Dr. Mary Watson	(678) 974-2022	(404) 952-3186	Erica@careersacademy.org	Non-Profit ; Closed	Organization	75	7:30am - 5:00pm	8:00 am- 9:00 am	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	75	75	150	5,850	2925	2925	1.39	2.74	4065.75	8014.5
Light of the World Christian Academy of Atlanta 542 Moreland Avenue Atlanta, Georgia 30316	Marilyn Bryant	(404) 635-1199	(404) 635-1199	lotwcaa@gmail.com	Non-Profit; Open	Church	75	7:30 am- 5:00pm	8:00 am-9:00 am	12:00pm-1:00 pm	6/6/2016	7/29/2016		39	75	75	150	5,850	2925	2925	1.39	2.74	4065.75	8014.5
Mathematics & Technology Help, Inc. 3675 Stone Road Atlanta, GA 30312	Robin Carey	(404)346-7267	(404)392-1013	rmaric@yahoo.com	Non-Profit ; Open	Organization	150	7:30am - 6:30pm	8:00am - 9:00am	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	150	150	300	11,700	5,850	5,850	1.39	2.74	8131.5	16029
Mount Sinai M.B. Church 422 Merritts Ave, Atlanta, GA 30308	Angela Burnett	(678)629-6752	(404)604-4181	angela.burnett46@yahoo.com	Non-Profit ; Open	Church	75	8:00am - 2:00pm	9:00am - 10:00am	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	75	75	150	5,850	2,925	2,925	1.39	2.74	4065.75	8014.5
Salvation Army Boys & Girls Club @ Fuqua 405 Lovejoy Street Atlanta, GA 30313	Andre London	(404)486-2750	(404)299-7556	Andre_london@uss.salvationarmy.org	Non-Profit ; Open	Organization	150	7:30am - 6:00pm	8:00am - 9:00am	11:30am - 1:30pm	6/6/2016	7/29/2016		39	150	150	300	11,700	5,850	5,850	1.39	2.74	8131.5	16029
Southwest Fulton Arts Center 515 New Hope Road SW Atlanta, GA 30331	Cherly Odeleye	(404)613-3220	(404)613-9023	cherly.odeleye@fultoncountyga.gov	Non-Profit ; Closed	Rec.	90	8:30am - 6:00pm	N/A	11:15am - 12:30pm	6/6/2016	7/29/2016		39	90	100	100	3,900	3,510	3,900	1.39	2.74	4878.9	10686
Warren Memorial UMC 181 Joseph E. Lowery Blvd. SW Atlanta, GA 30314	Billy Harrington	(404)755-8931	(404)394-2537	callison@warrenmemorial.org	Non-Profit ; Open	Church	25	9:00am - 1:00pm	9:00am - 10:00am	12:00pm - 1:00pm	6/6/2016	7/29/2016		39	25	25	50	1,950	975	975	1.39	2.74	1355.25	2671.5
Washington Natatorium 102 Ollie Street NW Atlanta, GA 30314	Anita Mackey	(404)658-1436	(404)293-5520	amackey@atlantaga.gov	Non-Profit ; Open	Rec.	120	7:00am - 7:30pm	8:00am - 9:00am	12:30pm - 1:30pm	6/6/2016	7/29/2016		39	120	120	240	9,360	4,680	4,680	1.39	2.74	6505.2	12823.2
Adamsville-Coller Heights Branch 3424 Martin Luther King Jr. Dr. Atlanta, GA 30331	Amber Copeland	(404) 699-4206	(404) 699-4206	Amber.copeland@fultoncountyga.gov	Library - Mobile Feeding	Rec.	40	10:00 am-6:00 pm		1:00 pm-2:00 pm	6/6/2016	7/29/2016		39	0	40	40	1560	0	1560	1.39	2.74	0	4274.4

FC-8854, SUMMER FOOD MEALS DELIVERY SERVICES

Please See Exhibit A.2.2 –Thirty Four (34) Day Sites

There will be 24 sites operating for 34 days- Mon-Friday, Monday June 6-Friday, July 22, 2016

Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
4,620		78,540	78,540	157,080
Total Breakfast Daily	Total Lunch Daily			
2310	2310			

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
A.D. Williams (PAL) 1154 James Jackson Pkwy, NW Atlanta, GA 30318	25	8:00am - 6:00pm	8:30am-9:30am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	25	25	50	1,700	850	850
Adams Park 1620 Delowe Dr. SW Atlanta, GA 30311	150	7:15am - 6:00pm	9:00 am-10:am	1:00 pm-2:00 pm	6/6/2016	7/22/2016	34	150	150	300	10,200	5,100	5,100
Adamsville Recreation Center 3201 M.L. King, Jr. Drive Atlanta, GA 30311	225	7:30am - 6:00pm	7:00am-8:00 am	12:00pm-1:00pm	6/6/2016	7/22/2016	34	225	225	450	15,300	7,650	7,650
Anderson Park (PAL) 120 Anderson Ave Atlanta, GA 30314	130	7:00am - 5:00pm	8:00am-9:00am	12:00pm-1:00pm	6/6/2016	7/22/2016	34	130	130	260	8,840	4,420	4,420
Anthony Flanagan Recreation Center 3240 West Manor Circle, SW, Atlanta, GA 30311	30	7:00am - 6:00 pm	8:00am-9:00am	12:00 - 1:00pm	6/6/2016	7/22/2016	34	30	30	60	2040	1020	1020
Bessie Branham Recreation 2051 Delano Drive, NE Atlanta, GA 30317	120	7:30am - 6:00pm	8:30am-9:30am	2:30 pm - 1:00pm	6/6/2016	7/22/2016	34	120	120	240	8,160	4,080	4,080
Center of Hope Rosel Fann 365 Cleveland Ave., SE Atlanta, GA 30354	250	7:30am - 9:00pm	8:00am - 9:00am	12:00 - 1:00pm	6/6/2016	7/22/2016	34	250	250	500	17,000	8,500	8,500
Center of Hope Thomasville 1835 Henry Thomas Drive, SE Atlanta, GA 30315	130	7:30am - 6:00pm	8:00am - 9:00am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	130	130	260	8,840	4,420	4,420
Central Park Cheer & Dance Camp 400 Merritts Ave, NE Atlanta, GA 30308	75	7:30am - 6:00pm	8:00am - 9:00am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	75	75	150	5,100	2,550	2,550
Coan Park 1530 Woodbine Ave., NE Atlanta, GA 30317	50	8:00am - 4:00pm	8:00am - 9:00am	12:00 - 1:00pm	6/6/2016	7/22/2016	34	50	50	100	3,400	1,700	1,700
Collier Park 3691 Collier Drive Atlanta, GA 30331	70	9:00am - 5:00pm	9:00am 10:00am	1:00pm - 2:00pm	6/6/2016	7/22/2016	34	70	70	140	4,760	2,380	2,380
Dunbar Recreation 477 Windsor Street, SW Atlanta, GA 30312	100	7:30am - 6:00pm	8:30am - 9:30am	2:00 pm-1:00pm	6/6/2016	7/22/2016	34	100	100	200	6,800	3,400	3,400
Grant Park 537 Park Avenue Atlanta, GA 30312	120	7:30am - 6:00pm	8:30am - 9:30am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	120	120	240	8,160	4,080	4,080
Grove Park 750 Francis Place Atlanta, GA 30318	100	7:00am - 6:00pm	8:00am - 9:00am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	100	100	200	6,800	3,400	3,400
J.D. Sims Cultural Center 544 Angler Avenue, NE Atlanta, GA 30308	40	7:00am - 6:30pm	7:30am - 8:30am	12:00pm-1:00pm	6/6/2016	7/22/2016	34	40	40	80	2,720	1,360	1,360
James Orange Oakland Recreation 1305 Oakland Drive, SW Atlanta, GA 30310	40	7:00am - 6:00pm	7:30am-8:30am	12:00-1:00 pm	6/6/2016	7/22/2016	34	40	40	80	2,720	1,360	1,360
Langford Recreation Center 161 Arthur Langford Jr. Place, SW Atlanta, GA 30315	50	7:30 am- 5:00pm	8:00 am-9:00 am	2:00pm-1:00 pm	6/6/2016	7/22/2016	34	50	50	100	3,400	1700	1700
Martin Luther King, Jr. Recreation Center 90 Boulevard, NE Atlanta, GA 30312	100	7:30am - 6:30pm	8:30am - 9:30am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	100	100	200	6,800	3,400	3,400
Peachtree Hills 308 Peachtree Hills Atlanta, GA 30305	120	7:00am - 6:00pm	7:30am - 8:30am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	120	120	240	8,160	4,080	4,080
Perkerson Park 770 Deckner Ave, SW Atlanta, GA 30305	40	7:30am - 6:00pm	9:00am-10:00am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	40	40	80	2,720	1,360	1,360
Pittman Park 950 Garibaldi Ave Atlanta, GA 30315	120	7:30am - 6:00pm	8:00am - 9:00am	2:00 pm-1:00pm	6/6/2016	7/22/2016	34	120	120	240	8,160	4,080	4,080
South Bend Park 1955 Compton Drive, SE Atlanta, GA 30315	25	7:30am - 6:00pm	8:00am - 9:00am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	25	25	50	1,700	850	850
Washington Natatorium 102 Ollie Street NW Atlanta, GA 30314	120	7:00am - 7:30pm	8:00am - 9:00am	2:30pm - 1:30pm	6/6/2016	7/22/2016	34	120	120	240	8,160	4,080	4,080
Zaban Recreation 241 Daniel Avenue Atlanta, GA 30305	80	8:00am - 5:00pm	7:45am - 8:45am	2:00pm - 1:00pm	6/6/2016	7/22/2016	34	80	80	160	5,440	2,720	2,720

Please See Exhibit A.2.4 –Thirty Two (31) Day Sites

There will be 1 sites operating for 31 days- Mon-Friday, Monday June 6-Tuesday, July 19, 2016

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
Clark Atlanta University 223 James P. Brawley Dr Atlanta, GA 30314	60	8:00am - 5:00pm	8:00am - 9:00am	11:30am- 12:30pm	6/7/2016	7/19/2016	31	60	60	120	3,720	1,860	1,860
Total Meals Served Daily				Total Breakfast Meals Served During Program		Total Lunch Meals Served During Program		Total Meals Served Durng Program					
120				1,860		1,860		3,720					
Total Breakfast Daily		Total Lunch Daily											
60		60											

Please See Exhibit A.2.5 –Twenty Nine (29) Day Sites

There will be 4 sites (including 1 mobile site) operating for 29 days- Mon-Friday, Monday June 6-Tuesday, July 19, 2016

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfa	Total # of Lunch
Andrew P. Stewart Center 897 Welch Street Atlanta, GA 30310	60	8:30 am - 4:00 pm	8:30 am - 10:30 am	2:00 pm - 1:00 pm	6/6/2016	7/15/2016	29	60	60	120	3,480	1,740	1,740
Atlanta Ballet's Ailey Camp 300 East Lake Boulevard 30317	100	8:30am - 3:30pm	8:15am - 9:15am	11:30am - 12:30 pm	6/6/2016	7/15/2016	29	100	100	200	5,800	2,900	2,900
West End Performing Arts Center 945 Ralph David Abernathy Blvd. SW Atlanta, GA 30310													
	60	10:00am - 6:00pm	10:30am - 9:30am	12:30pm - 1:30pm	6/6/2016	7/15/2016	29	60	60	120	3,480	1,740	1,740
Dogwood Branch 1838 Donald Lee Hollowell Pkwy NW Atlanta, GA 30318	45	10:00 am - 6:00 pm		10:30am - 11:00am	6/6/2016	7/29/2016	29	0	45	45	1305	0	1305

Total Meals Served Daily	Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
485	6,380	7,685	14,065
Total Breakfast Daily	Total Lunch Daily		
220	265		

Please See Exhibit A.2.6 –Twenty Four (24) Day Sites

There will be 1 site (mobile) operating for 24 days operating Monday and Fridays beginning June 6, ending July 29

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
John A White Park Pool 1101 Cascade Cir SW, Atlanta, GA 30311	75	12:00pm - 7:00 pm	NA	2:30pm-3:00 p	6/6/2016	7/29/2016	24	0	75	75	1800	NA	1800

Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
75		0	1,800	1,800
Total Breakfast Daily	Total Lunch Daily			
0	75			

Please See Exhibit A.2.6 –Twenty Two (22) Day Sites

There will be 1 site operating for 22 days beginning June 13, 2016 ending Friday July 15, 2016

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
Mental Fitness @ Centennial Academy													
531 Luckie Street Atlanta, GA 30313	70	9:00 am- 4:00 pm	9:00 am- 10:00 am	12:00 pm- 1:00pm	6/13/2016	7/15/2016	22	70	70	140	3,080	1,540	1,540

Total Meals Served Daily	Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
140	1,540	1,540	3,080
Total Breakfast Daily	Total Lunch Daily		
70	70		

Please See Exhibit A.2.7 –Twenty (20) Day Sites

There will be 1 site operating for 20 days beginning July 5, 2016 ending Friday July 29, 2016

<u>Site</u>	<u># of Children</u>	<u>Hours of Operation</u>	<u>Breakfast Serving</u>	<u>Lunch Serving</u>	<u>Program Begin Date</u>	<u>Program End Date</u>	<u>Total Days of Operation</u>	<u>Total Breakfast Per Day</u>	<u>Total Lunch Per Day</u>	<u>Total # of Meals Per Day</u>	<u>Total # of Meals of Program</u>	<u>Total # of Breakfast</u>	<u>Total # of Lunch</u>
Stars Program 739 West Peachtree Street NW, Atlanta, Georgia 30308	50	8:00am - 4:30pm	8:00am - 9:00am	12:00pm - 1:00pm	7/5/2016	7/29/2016	20	50	50	100	2,000	1,000	1,000

Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
100		1,000	1,000	2,000
Total Breakfast Daily	Total Lunch Daily			
50	50			

Please See Exhibit A.2.8 – Eighteen (18) Day Sites

There will be 1 site operating for 18 days beginning June 16, 2016 ending Thursday June 30, 2016

<u>Site</u>	<u># of Children</u>	<u>Hours of Operation</u>	<u>Breakfast Serving</u>	<u>Lunch Serving</u>	<u>Program Begin Date</u>	<u>Program End Date</u>	<u>Total Days of Operation</u>	<u>Total Breakfast Per Day</u>	<u>Total Lunch Per Day</u>	<u>Total # of Meals Per Day</u>	<u>Total # of Meals of Program</u>	<u>Total # of Breakfast</u>	<u>Total # of Lunch</u>
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The New Summer Camp at

Ebenezer Baptist Church 407 Auburn Ave., Atlanta, GA 30312	45	7:30am - 6:00pm	9:00 am - 10:00 am	12:00pm - 1:00pm	6/6/2016	6/30/2016	18	45	45	90	1,620	810	810
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Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
90		810	810	1,620
Total Breakfast Daily	Total Lunch Daily			
45	45			

Please See Exhibit A.2.9 – Sixteen (16) Day Sites

There will be 2 sites (mobile) operating biweekly for 16 days beginning June 6, 2016 ending Friday July 29, 2016

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
Adams Park Library 2231 Campbellton Rd SW, Atlanta, GA 30311	60	10:00 am-6:00 pm		11:00 am-11:30	6/6/2016	7/29/2016	16	0	60	60	960	0	960
Central Library and Library Systems Headquarters One Margaret Mitchell Square Atlanta, GA 30303	65	10:00 am-6:00 pm		10:00 am-10:30	6/6/2016	7/29/2016	16	0	65	65	1040	0	1040

Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served During Program
125		0	2,000	2,000
Total Breakfast Daily	Total Lunch Daily			
0	125			

Please See Exhibit A.2.10 – Eight (8) Day Sites

There will be 8 sites (mobile) operating weekly for 8 total days of the program beginning June 6, 2016 ending July 29, 2016

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
Cleveland Avenue Branch 47 Cleveland Avenue SW Atlanta, GA 30315	40	10:00 am-6:00 pm		2:00 pm-2:30	6/6/2016	7/29/2016	8	0	40	40	320	0	320
Dogwood Branch 1838 Donald Lee Hollowell Pkwy NW Atlanta, GA 30318	45	10:00 am-6:00 pm		10:30am-11:	6/6/2016	7/29/2016	8	0	45	45	360	0	360
East Atlanta Branch 400 Flat Shoals Ave, SE Atlanta, GA 30316	30	10:00 am-6:00 pm		12:00 pm-1:	6/6/2016	7/29/2016	8	0	30	30	240	0	240
Martin Luther King Jr. Branch 409 John Wesley Dobbs Ave Atlanta, GA 30312	25	10:00 am-6:00 pm		11:00 am-11	6/6/2016	7/29/2016	8	0	25	25	200	0	200
Mechanicsville Branch 1332 Metropolitan Parkway Atlanta, GA 30310	50	10:00 am-6:00 pm		11:30 am-12	6/6/2016	7/29/2016	8	0	50	50	400	0	400
Metropolitan Library 1332 Metropolitan Parkway Atlanta, GA 30310	40	10:00 am-6:00 pm		12:00 pm-12	6/6/2016	7/29/2016	8	0	40	40	320	0	320
Washington Park Branch 1116 M.L.K. Jr Dr NW, Atlanta, GA 30314	50	10:00 am-6:00 pm		12:00pm - 1:	6/6/2016	7/29/2016	8	0	50	50	400	0	400
West End Branch 525 Peoples St SW, Atlanta, GA 30310	25	10:00 am-6:00 pm		11:00 am-11	6/6/2016	7/29/2016	8	0	25	25	200	0	200

Total Meals Served Daily	Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
305	0	2,440	2,440
Total Breakfast Daily	Total Lunch Daily		
0	305		

Please See Exhibit A.2.11 – Seven (7) Day Sites

There will be 1 sites (mobile) operating weekly for 7 total days of the program beginning June 6, 2016 ending July 29, 2016

Site	# of Children	Hours of Operation	Breakfast Serving	Lunch Serving	Program Begin Date	Program End Date	Total Days of Operation	Total Breakfast Per Day	Total Lunch Per Day	Total # of Meals Per Day	Total # of Meals of Program	Total # of Breakfast	Total # of Lunch
Ponce De Leon Branch 980 Ponce de Leon Avenue NE Atlanta, GA 30306	20	10:00 am-6:00 pm		11:00 am-11:30 am	6/6/2016	7/29/2016	7	0	20	20	140	0	140

Total Meals Served Daily		Total Breakfast Meals Served During Program	Total Lunch Meals Served During Program	Total Meals Served Durng Program
20		0	140	140
Total Breakfast Daily	Total Lunch Daily			
0	20			

Exhibit A.3
Uline Delivery Box 36x12x12



EXHIBIT B

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.

“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

EXHIBIT D
CITY SECURITY POLICIES

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

1. 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.

EXHIBIT F

RESUMES OF KEY PERSONNEL

EXHIBIT F

RESUMES OF KEY PERSONNEL

Bidders to provide a resume for each key person to be assigned to the Contract, containing at least the following information on each person (attach and properly designate additional pages, if necessary):

POSITION: _____

TITLE: _____

- a. Name:
- b. Years of Experience:
- c. Education/Qualifications:
- d. Present Position in Bidder's Company (*include professional experience*):
- e. Project Experience (*include Title/Scope/ Role and contract value for each project performed*):
- f. Employment History- include Title and Role at Company:

Resumes are required for all of whom would be assigned full time to the Contract.

Failure to provide a complete resume as described above may result in the bid being found non-responsive.

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE (OCC)



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

March 23, 2016

RE: Project No.: FC-8854, Summer Food Meals Delivery Services

Dear Prospective City of Atlanta Bidder:

The above referenced contracting opportunity has been designated for **competition by and between City of Atlanta Certified Small Business Enterprises (SBEs) only**. The Office of Contract Compliance (OCC) information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with all program requirements at or prior to the time of Bid opening, or upon request by OCC. Sheltered market program requirements mandate that the successful City of Atlanta Certified SBE awardee self perform a percentage of the work scope associated with the contract. The successful proponent will receive participation credit for the dollar value of its' self performance. Bidders are required to ensure that all 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. Pay close attention to the specific SBE sheltered market goals for this project and the SBE sheltered market program reminders listed on page 5.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, prime bidders are encouraged to utilize OCC's EBO/SBO Program certification application to achieve SBE certification. All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [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- Mobile Food Services" 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 OPPORTUNITY SHELTERED MARKET

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. On a contract by contract basis, the director of the office of contract compliance in consultation with the Chief Procurement Officer will designate certain procurements as **sheltered market procurement opportunities**. The purpose of the Small Business Enterprise Sheltered Market 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. Additionally, The City seeks to promote the growth and development of small businesses through mandated self performance of minimum threshold portions of the scope of the contracting opportunities. The City believes this approach assists in its' effort 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 sheltered market requirements and goals for this project are set forth on page 6.

Implementation of SBO Sheltered Market Policy

The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible COA certified SBEs and that the award will be made at a fair market price. The director of the Office of Contract Compliance and Chief Procurement Officer may agree, with consultation and agreement with the Commissioner of the user agency or his or her designee, to designate certain contracts of a pre-determined expected dollar value for **competition by and between SBEs only**, except for those contracts pertaining to Municipal Street Systems, as described in O.C.G.A. § 32-4-1 et seq., pertaining to public works construction as described in O.C.G.A. § 36-91-1 et seq. or other projects for which a sheltered market would conflict with state law. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The director of the Office of Contract Compliance and the Chief Procurement Officer may designate a portion of an acquisition as a sheltered market procurement, except for construction.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied “certified SBE prime proponent” requirement of the sheltered market program and will determine whether a Certified SBE Prime proponent 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 self performed, subcontracted to, and/or expended for services performed by all 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.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Sheltered Market 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 SBO Sheltered Market Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Sheltered Market Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Sheltered Market 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 accuracy of reported self performance dollars and percentages, the use of subcontractors and suppliers where applicable as indicated on the SBE Sheltered Market 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.

Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC-8854, Summer Food Meals Delivery Services

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

722310 Mobile Food Services

The U.S. Small Business Administration Size standard threshold for the above dominant NAICS Code(s) is: **\$35.5M**

The (Summer Food Meals Delivery Services) procurement has been designated as a sheltered market opportunity for small business enterprises (SBEs). Therefore, there will be **no mandatory subcontractor participation goals** included in this solicitation. However, The COA certified SBE proponent who is awarded this project at the prime level must ensure that it self-performs at least 50% of the proposed contract value before making other scopes of work available for subcontracting.

All firms interested in bidding on this project at the prime level must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [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- Mobile Food Services" 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.

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 Opportunity Sheltered Market Program Reminders

1. **Certification.** It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record
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. **SBO/EBO Ordinance.** The SBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. 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.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

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 race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBOSM-2 and SBOSM-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (Majority, SBE and Non-SBE Certified) that were contacted regarding this project.
****Note: Subcontracting is NOT mandatory on sheltered market projects, however if the Certified SBE Prime awardee is not self performing, they must demonstrate efforts to subcontract with other certified SBE firms at up to 35%**

Name of Sub-contractor/ Supplier/JV Partner	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/JV Partner	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

Business Ownership Code: AABE - African American Business Enterprise, HABE -- Hispanic Business Enterprise, FBE -- Female Business Enterprise, APABE -- Asian (Pacific Islander) American Business Enterprise

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

Printed Signature: _____ Date: _____

SMALL BUSINESS OPPORTUNITY SHELTERED MARKET PROJECT PLAN FOR SUBCONTRACTOR/SUPPLIER UTILIZATION

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

****Note: Subcontracting is NOT mandatory on sheltered market projects, however if the Certified SBE Prime awardee is not self performing, they must demonstrate efforts to subcontract with other certified SBE firms at up to 35%**

Name of Sub-contractor/Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	Joint Venture Partner? (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

Value of SBE Proponent Self Performance \$ _____ Self Performance vs Total Contract Value _____ % Total SBE Subcontractor % _____
 Proponent's Company Name: _____ Project Name: _____ FC#: _____

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

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

LETTER OF INTENT

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

SBE Firm: M/FBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

SBE Contact Person: Name: _____ Phone: (____) _____

Expiration Date of SBE Certification: _____

SBE is performing as: Prime Contractor Sub contractor Joint Venture Member

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

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

M/FBE contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

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

By: _____
(Print name) (Title)

(signature) (date)

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

First Source Jobs Program Policy Statement

The Atlanta Workforce Development agency has determined that the First Source Jobs Program is **not applicable** for FC# 8854, Summer Food Meals Delivery Services

However, it is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. **Although the First Source Jobs Program only applies to Construction Projects,** Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA 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. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

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

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8854 Summer Food Meals Delivery Services

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 Accord 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 Accord 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.

A. 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**

B. 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
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

C. 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.

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