

CITY OF ATLANTA

INVITATION TO BID

PROJECT NUMBER FC-10765

AFTERSCHOOL MEAL PROGRAM



JOHN DARGLE
COMMISSIONER
DEPARTMENT OF PARKS AND RECREATION

DAVID WILSON II
CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT

CITY OF ATLANTA
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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 (referred to herein as “Bidder” or “Bidders” or “Proponents” or “Offerors”) by the City of Atlanta (the “City”), on behalf of its Department of Parks and Recreation (“DPR”), is seeking qualified Service Providers to prepare, transport and serve meals to children participating in the Child and Adult Care Food Program (CACFP) “DPR - Afterschool Meal Program” authorized by Section 13 of the National School Act and operated under Part 22 of the U.S. Department of Agriculture (USDA) Regulations. A detailed Scope of Services sought in this procurement is set forth in Exhibit A that is attached to Contract No. FC-10765, Afterschool Meal Program Services Agreement (“Services Agreement”) which is included in 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:** Each Bidder and each of the Bidder’s sub-contractors must meet the following minimum qualifications:
 - 3.1. Minimum of three (3) years’ experience operating a food service business.
 - 3.2. Must have Serv Safe certifications for key personnel.
 - 3.3. Service Provider and its facilities must remain in compliance with Federal, State and local Safety, Health and Sanitation requirements
4. **Authority to Transact Business in Georgia:** Each Bidder must submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
5. **No Offer by City; Firm Offer by Bidder:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Bidder to form an 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.

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

6. **Local Bidder Preference Program:** City's Local Bidder Preference Program (Code Section 2-1181.1) is applicable to this Project. In order to be approved as a local Bidder for this project, the application for approval as a local bidder and all supporting documents must be received by the department of procurement no later than thirty (30) days prior to the date bids are received on such eligible project.
7. **Bid Deadline:** Your response 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 no later than **2 p.m., EST** (as verified by the Bureau of National Standards) on **Friday, January 18, 2019**. Any Bid received after this time will not be considered and will be rejected and returned.
8. **Pre-Bid Conference:** Each Bidder should attend the Pre-Bid Conference scheduled for **Monday, January 7, 2019 at 2 p.m.** in the Department of Procurement's Bid Room, Room 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303-0307. Each Bidder must 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 Jobsite(s) shall not relieve any Bidder from responsibility for estimating properly the difficulty or cost of successfully performing any Services.
9. **Bid Guarantee:**
 - 9.1. Each Bidder is required to furnish a Bid Guarantee in the amount of five percent (5%) of its total Bid amount. A Bidder offering alternative Bids must provide a guaranty for the largest total Bid amount. A Surety executing a Bid Bond must meet the requirements set forth in Appendix B; Insurance and Bonding Requirements included in this ITB.
 - 9.2. Each Bidder agrees that, if it is awarded the Contract and fails to execute it and provide all other documents required to consummate the transaction within ten (10) days of the award, City will retain the Bid Guarantee as liquidated damages and not as a penalty.
10. **Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to City's contact person, **Joseph Lockett, Contracting Officer, Senior** Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by e-mail to **JLockett@atlantaga.gov**, on **Thursday, January 10, 2019 at 5:00 p.m. EST**. 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, 1st Floor, 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.

11. **Ownership of Bids:** Each Bid submitted to City will become the property of the City, without compensation to a Bidder, for City's use, in its discretion.
12. **Insurance Requirements:** The Insurance requirements for any Contract that may be awarded pursuant to this ITB are set forth in Appendix B; Insurance and Bonding Requirements attached to the Services Agreement included in this ITB.
13. **Applicable City Socio-Economic Programs:** City's Socio-Economic Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, included in this ITB. By submitting a Bid in response to this procurement, each Bidder agrees to comply with such applicable Socio-Economic Programs.
14. **Evaluation of Financial Information:** City's evaluation of financial information concerning a Bidder and its consideration of such information in determining whether a Bidder is responsive and responsible may involve a review of information required to be included in a Bid. Further, if this ITB requires the provision of a Payment Bond and/or Performance Bond if a Contract is awarded, City will review the information included in Form 6; Certification of Insurance and/or Bonding Ability.
15. **Special Rules Applicable to Evaluation of Bids:**
 - 15.1. All extensions of the unit prices shown and the subsequent addition of extended amounts 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.
 - 15.2. A Bidder may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to proposed subcontractors or equipment manufacturers. City reserves the right to disapprove any proposed subcontractors or equipment manufacturers whose technical or financial ability, resources or experience are deemed inadequate.
 - 15.3. City reserves the right to reject any Bid in which the prices appear to be unbalanced. Where only a single responsive 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 such analysis and provide such supplemental information as may be required. The determination to enter into a Contract with such sole Bidder shall be solely within City's discretion and not dependent upon performance of a price or cost analysis.

15.4. Each Bidder's bid must hold the prices in its bid, as well as the total bid, for a period of **one hundred twenty (120)** days from the date of the Bid submission. By submitting a Bid, each Bidder agrees to comply with these pricing requirements.

16. Examination of Bid Documents:

16.1. Each Bidder is responsible for examining, with appropriate care, the complete Bid Documents and all Addenda, and determining 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.

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

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

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

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

18. Award of Contract; Execution: If City awards a Contract pursuant to this procurement, City will prepare and forward to the successful Bidder a Contract for execution in the form included in this ITB.

19. Submission of Bids:

19.1. Bids must be submitted according to the following instructions: Each Bidder must submit one (1) Original Bid, signed and dated, and **five (5)** bound copies. 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 discrepancy. All corrections to any entry must be lined out and initialed by the Bidder. Do not use correction tapes or fluids.

- 19.2. Bids shall be signed, by hand, by a principal of the Bidder with the authority to make a contract. 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 the Bid and the costs of preparing and submitting the Bid.
- 19.3. Bids will be opened in the Department of Procurement's Bid Conference Room, Suite 1900, 55 Trinity Avenue, S. W., City Hall South, Atlanta, Georgia.

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

- 19.3.1.1. Bidder's Name/Company Name and Address.
- 19.3.1.2. If a Georgia Utility License is required for this project, the Bidder's Georgia Utility License Number must be included.
- 19.3.1.3. If a Georgia Contractor's License is required for this project, the Bidder's Georgia Contractor's License number must be included.

19.3.1.4. Addressed to:

**David L. Wilson II
Chief Procurement Officer
Department of Procurement
City of Atlanta
55 Trinity Avenue, Suite 1900
City Hall South
Atlanta, Georgia 30303
RE: PROJECT NUMBER FC-10765**

20. **Illegal Immigration Reform and Enforcement Act formerly known as the Georgia Security & Immigration Compliance Act of 2006:** This Invitation to Bid is subject to the Illegal Immigration Reform and Enforcement Act (IIREA). Pursuant to O.G.G.A § 13-10-90, et seq. (IIREA), bidders and proponents are notified that all bids for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid at the time of submission, prior to the time for opening bids. Under state law, the City cannot consider any bid which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Illegal Immigration Reform and Enforcement Act. All bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of that law and its effect on City procurements and the bidder/proponent's 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>

20.1 Potential Bidders may submit their Contractor Affidavit Forms for review via the City's IIREA Preview Participation Program, not less than ten (10) days prior to the Bids due date. The IIREA Preview Participation Form is set forth in Part 3, included in the Invitation to Bid.

21. **Required Submittals:** The following submittals must be completed and submitted with each Bid.

Item #	Required Bid Submittal Check Sheet ²	Check (v)
	FORMS TO BE SUBMITTED WITH BID THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Form 1; Illegal Immigration Reform and Enforcement Act Form	
2.	Form 2; Contractor Disclosure and Declaration Form	
3.	Form 3; Bid Bond	
4.	Form 5; Acknowledgment of Insurance and Bonding Requirements	
5.	Form 6; Certification of Insurance and/or Bonding Ability	
6.	Form 7; Acknowledgment of Addenda	
7.	Form 8; Contact Directory	
8.	Form 9; Experience and References	
9.	Exhibit A-5; Bid Form	
10.	Documents Evidencing Bidder’s Authority to Transact Business in the State of Georgia	
	DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Agreement	
2.	Bid Form (to be completed by Bidder and submitted with Bid)	
3.	Illegal Immigration Reform and Enforcement Act Forms (to be completed by Bidder and submitted with Bid)	
4.	Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals (to be completed by Bidder and submitted with Bid) ³	

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.

³ Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Bidder.

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

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

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

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration. **This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.**
3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

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

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

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with proposal/bid package.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization though the contract period and the undersigned contractor for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Contractor (Legal name of Contractor, not an abbreviated version)

Name of Project

City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ 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:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will **continue** to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

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: _____

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 1 of 8)

DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM

“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 or Vendor”	Any person or entity having a contract with the City of Atlanta ("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 or Offeror” (the terms are interchangeably used on this Form)	Any individual or entity that submits a Bid/Proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure and Declaration Form where indicated. If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure and Declaration Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure and Declaration Form 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 and Declaration Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure and Declaration Form where indicated.

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the Individual/Entity authorized to transact business in the State of Georgia?

YES (Attach documentation evidencing authority to transact business in the State of Georgia, not limited to Georgia Secretary of State documentation.)

NO

Required Submittal (FORM 2)

Contractor Disclosure and Declaration Form (Page 2 of 8)

C. Questionnaire

If you answer "YES" to any of the following questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

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? If the answer to this question is "NO", then please proceed to question number 4.

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

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
<input type="checkbox"/>	<input type="checkbox"/>

4. Has the Respondent been charged with a criminal offense within the last ten (10) years?

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

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
<input type="checkbox"/>	<input type="checkbox"/>

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

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

- | | | |
|---|--------------------------|--------------------------|
| 7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years: | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| (a) directly or indirectly, had a business relationship with the City? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) directly or indirectly, received revenues from the City? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | YES | NO |
| | <input type="checkbox"/> | <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 the City or any other Federal, State or Local Government? | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| 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 Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: | YES | NO |
| | <input type="checkbox"/> | <input type="checkbox"/> |

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 4 of 8)

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 Bidders 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 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an 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."

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 Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids 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 Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or proponents 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:

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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.

Required Submittal (FORM 2)
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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; and

(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 Bid 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 Bid 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.

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 7 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure and Declaration 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.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires: _____

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

Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 8 of 8)

FOR INTERNAL USE ONLY

Project Name/Number: FC/BID- _____

Proponent: _____

This is to acknowledge that this Contractor Disclosure and Declaration Form has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

Print Name of Procurement Professional

Print Title of Procurement Professional

SIGNATURE

Print Name of Chief Procurement Officer

Signature of Chief Procurement Officer

Date

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-10765, AFTERSCHOOL MEAL PROGRAM**, 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-10765, AFTERSCHOOL MEAL PROGRAM**, 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-10765, AFTERSCHOOL MEAL PROGRAM**. 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

Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Bidder, acknowledge that if selected as the successful Bidder for **FC-10765, AFTERSCHOOL MEAL PROGRAM**, 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 Bidder
[Insert Corporate Name]

Non-Corporate Bidder:
[Insert Bidder 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

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-10765, AFTERSCHOOL MEAL PROGRAM ("Project")** and its **Appendix B**; 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 **Appendix B** 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

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-10765, AFTERSCHOOL MEAL PROGRAM** ("**Project**") and its **Appendix B**;
- (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 **Appendix B** 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

Acknowledgment of Addenda

Each Bidder must complete and submit an 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-10765, AFTERSCHOOL MEAL PROGRAM**:

None (Check if None)

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

Dated the _____ day of _____, 20____.

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:**

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

FORM 9

EXPERIENCE AND REFERENCES

Bidder must include client name, address, phone/fax number, contact name and summary of services provided to each client, including the dates the service(s) were provided for at least three (3) of Bidder's clients. Bidder may supplement this form by attaching additional pages to it or may create its own form for including in its Bid as long as such form includes, at a minimum, all of the information required by the ITB.

Client: Name
 Address
 City, State, Zip
 Phone
 Fax

Project:

Contact Person:

Date(s) of Project:

Description/Summary of Services:

Value of Contract:

Firm's Role:

Key Audit Issues Identified:

Recommendation to resolve:

PART 2
SERVICES AGREEMENT

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

CITY OF ATLANTA _____ MAYOR ATTEST: _____ MUNICIPAL CLERK RECOMMENDED: _____ COMMISSIONER, DEPARTMENT OF PARKS AND RECREATION _____ INTERIM CHIEF PROCUREMENT OFFICER APPROVED AS TO FORM: _____ CITY ATTORNEY	CONTRACTOR BY: _____ NAME: _____ TITLE: _____ _____ SECRETARY/ASSISTANT SECRETARY (SEAL) LIMITED LIABILITY COMPANY: BY: _____ NAME: _____ TITLE: _____ _____ NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES: _____
--	---

EXHIBIT A; SCOPE OF SERVICES

EXHIBIT A: SCOPE OF SERVICES

Intent

The City of Atlanta ("COA") Department of Parks and Recreation ("DPR") is seeking qualified Service Providers to prepare, transport and serve meals to children participating in the Child and Adult Care Food Program (CACFP) "DPR - Afterschool Meal Program" ("Afterschool Meal Program") authorized by Section 13 of the National School Act and operated under Part 22 of the U.S. Department of Agriculture (USDA) Regulations.

Note: All bids are subject to review/approval by State and Sponsor agencies.

Afterschool Meal Program

The selected Service Provider will place orders for food and supplies required to operate the Afterschool Meals Program. Meals and snacks will be transported to 19 recreation centers within the City of Atlanta. The Master Site List for the 19 recreation centers is included in this solicitation as Exhibit A.1. The Service

Provider will assign a minimum of (4) four routes for the Afterschool Meal Program to ensure proper delivery time. There is an average of **144,000 Hot Meals** and **148,500 Snacks** served yearly during the Afterschool Meal Program, which includes a daily snack and hot meal. The Service Provider must provide a daily menu that includes each meal component: hot meal, snack and milk served daily. Each meal component served and the amount per serving must be included on the daily menu. **The Service Provider must provide six (6) part-time servers at no additional cost to the City. Servers will be required, daily , from 3pm – 6pm.** All meal substitutions or changes must be specified.

Service Provider will provide Hot Meals and Snacks approximately 180 days per year; schedule will follow Atlanta Public Schools instructional days as listed on website: www.atlantapublicschools.us . The Service Provider will make deliveries each day no later than 4:00 pm for the Afterschool Meal Program to allow each site to serve meals and snacks at the designated times. Delivery tickets must be accompanied by each driver upon arrival to each site. The driver and staff member receiving the meals must sign the delivery ticket. A copy of the delivery receipt must be left at each site. The Service Provider will ensure that the temperatures of hot meals meet the requirements as specified by USDA.

Additional Items

- The Service Provider will provide condiments, utensils and any additional components required for consumption of each meal for the Afterschool Meal Program. It is the Service Provider's responsibility to provide additional supplies as needed.
- The Service Provider must provide the City of Atlanta with a 24-hour written notice in the event of menu changes for the Afterschool Meal Program.
- Milk (8oz 1% or no-fat) must be provided with each meal; daily.
- No peanut or pork products should be served.

MINIMUM CONDITIONS:

- a) The USDA regulation 7 CFR Part 226 entitled Child and Adult Care Food Program is hereby incorporated by reference.
- b) All meals furnished by the Service Provider *must* meet or exceed USDA requirements (required meal pattern guidelines are listed in 7 CFR Part 226.20).
- c) The Service Provider must furnish meals **no later than** one (1) week following the execution date of the Services Agreement for the Afterschool Meal Program.
- d) The term of the contract will be for one (1) year; beginning at final execution date of agreement. At the City's sole discretion, the agreement may be renewed for four (4) additional one (1) year terms.
- e) The Service Provider will not subcontract for the total meal or its assembly.
- f) Sub-contracting is permissible for transportation only (review sub-contracting provisions in Exhibit A4).
- g) Meals are served (5) days a week, Monday – Friday unless otherwise notified by the City.
- h) The Service Provider must provide a list of the State Agency approved child care centers, day care homes, adult day care centers, outside-school-hours care centers, and/or sites to be furnished by the FSMC and the number of meals by type to be delivered to each respective location.
- i) The Service Provider must maintain documentation and supporting details that include invoices, receipts and other evidence to ensure that the institution meets its responsibilities under this part and must promptly submit invoices and delivery reports to the institution monthly, at a minimum.
- j) The Service Provider must have Federal, State or local health certification for the location in which meals will be prepared at the respective location.
- k) Health and sanitation requirements as per Federal and State guidelines must be maintained.
- l) All meals served must align with the respective menus; all menu changes must be agreed upon by the City and Service Provider.
- m) All meals will not be unitized as it impairs the delivery of meals.
- n) The books and records of the Service Provider, pertaining to the institution's food service operation, must be available for inspection and audit by representatives of the State Agency, US Department of Agriculture and the U.S. Accounting Office at any time and place for a period of 3 years from the date of receipt of the final payment under the contract or in cases where an audit requested by the State Agency or Department remains unresolved or until the audit is resolved.

- o) The Service Provider will not be paid for meals delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery or do not meet the meal requirements contained in the contractual agreement.
- p) All meals must be delivered in accordance with the delivery schedule outlined in the contract.
- q) Increases or decreases in the number of snack and/or meal orders is permissible by the institution as included in the contract.
- r) The sponsor will pay the Service Provider for all meals delivered in accordance with the contract and the regulations. Neither USDA nor the State Agency assumes any liability for payment or differences between the number of meals delivered and the number of meals served.
- s) In cases of nonperformance or noncompliance by the Service Provider, the sponsor must be paid for any costs which the sponsor may incur by obtaining meals from another source.
- t) The Service Provider must comply with appropriate bonding requirements as set forth in 7 CFR 225.15(m) (5-7).
- u) The Service Provider must draft a menu (in accordance with USDA guidelines) within five (5) days of notice of award. During an emergency which may prevent the Service Provider from delivering a specified meal component, the program manager must be notified immediately. All substitutions must be credible as per USDA guidelines. The Office of Recreation reserves the right to suggest menu changes within the Service Provider's suggested food cost.
- v) All meals must be assembled in one location that is under continuous USDA inspection
- w) The Service Provider must reimburse the Afterschool Meal Program for 100% of all meals disallowed due to Service Provider's negligence. For example, if meals do not meet component criteria, temperature requirements and if meals have any spoilage, replacement meals must be provided.
- x) A full reimbursement will be obtained if meals are not delivered between the specified times.
- y) The Service Provider will not be reimbursed for excess meals delivered that are not in accordance with the number of meals requested by the City.
- z) The Service Provider must allow City program manager to schedule a meeting with transportation team to discuss rules and regulations.
- aa) The Service Provider must maintain one central location for preparation of meals and one central location for the distribution of meals. Additionally, all meals must be prepared in accordance with Federal, State, and local Safety, Health and Sanitation Standards.
- bb) The physical address of the business must be provided.

- cc) The Service Provider must provide a phone number with roll over lines and email address to ensure direct communication between the program manager, Service Provider, and sites.

INSPECTION:

- a) The Department of Parks and Recreation (DPR), the State agency and USDA reserve the right to inspect the Service Provider's facilities without notice at any time during the contract period, including the right to be present during the preparation and delivery of meals.
- b) The Service Provider's facilities are subject to periodic inspections by State and local health department or any other agency designated to inspect meal quality for the State Agency in accordance with USDA regulations.

PACKAGING:

- a) (*Hot Meals*): Package suitable for maintaining meals in accordance with Federal, State and local Health Standards. Hot Meals must be delivered in airtight containers free of non-toxic material capable of withstanding temperatures of 400 °F (204 °C) or higher.
- b) (*Milk Cartons*): Each milk carton must be labeled. Labels should include the following:
- Processor's name and address (plant)
 - Item identity, meal type – Do you mean the name of the food?
 - What about milkfat content (i.e. 1% or non-fat)?
 - Date of production – do you mean “Open Dating” – the calendar date that specifies the estimated period for which the product will be of best quality?
 - Quantity of individual units per carton
 - I would suggest you use a catchall and also include the following: All labeling requirements codified at 21 CFR 131.110.

TRANSPORTATION AND DELIVERY:

- a. The Service Provider is responsible for the delivery of all meals, snacks, and dairy products (collectively referred to as “Food Products”).
- b. The Service Provider must have the ability to load and unload the Food Products daily.
- c. Service Provider must provide a menu to each site at the time of delivery.
- d. Delivery receipts must be accompanied by the driver delivering meals to physical location.
- e. The Service Provider shall agree to have an additional vehicle available to accompany extra deliveries

- f. Adequate refrigeration, heating or carriers (such as cambros) must be provided during delivery of all food to ensure the wholesomeness of the food at delivery in accordance with Federal, State and local Safety, Health and Sanitation codes.
- g. The Service Provider will make deliveries to each site (as outlined in the site list).
- h. Meals are to be delivered daily, unloaded, and placed in the designated location, at each site identified in the Master Site List, by 4:00 pm for the Afterschool Meal Program. In the event of a delay, the program manager must be contacted immediately.
- i. The City reserves the right to amend the approved site listing and make changes up to the maximum number of meals served at each location.

MEAL REQUEST AND DELIVERY TIMES:

a) The Service Provider must provide the exact number of meals and snacks ordered. Designated DPR staff will inspect meal components. Damaged or incomplete meals will NOT be counted. The Service Provider must apply a credit to DPR.

MEAL ORDERS:

Hot Meal Orders

DPR must provide meal orders to the Service Provider 24 hours in advance of the day of usage. All meal orders must be submitted daily to ensure the adequate number of meals, snacks and supplies are delivered to each respective location. Meal orders will be communicated from a central point of contact. Adjustments to these orders may be made up 7:00 p.m. EST for the Afterschool Meal Program, the day before usage.

DPR may place orders via email.

DPR orders must include:

- Site name
- Date
- Total meal/snack count
- Contact person
- Telephone number

SUPERVISION AND INSPECTION:

a) The Service Provider must provide continuous supervision and maintain quality control to inspect the following: portion, size, appearance, freshness and packaging of products.

b) Training and protocols must be implemented to ensure the Service Provider's staff are properly trained on Safety, Health and Sanitation Standards.

c)DPR reserves the right to inspect the delivered meal components and reject any meal/snack component that does not comply with the requirements this Services Agreement. The Service Provider will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time, and meals rejected due to noncompliance with the Services Agreement. . DPR reserves the right to obtain meals from other sources if meals are rejected. The Service Provider is responsible for any excess cost, but will receive no adjustment in the event the meals are procured at lesser cost.

EMERGENCIES:

- a) In the event of unforeseen emergencies, the Service Provider must notify DPR by telephone at least twenty-four (24) hours of delivery of the following:
 - The impossibility of on-time delivery;
 - Circumstance(s) precluding delivery; and will provide a statement to indicate the status of succeeding deliveries.
- b) No payments will be rendered for deliveries made later than two (2) hours after specified meal time.
- c) Emergency circumstances, as determined by DPR, at the site precluding utilization of meals are the concern of DPR. DPR may cancel orders, provided it gives the Service Provider at least 12 hours' notice.
- d) Adjustments for emergencies affecting the Service Provider's ability to deliver meals or DPR's ability to utilize meals, for periods longer than 24 hours, will be mutually agreed upon by both parties.

METHOD OF PAYMENT:

- a) The Service Provider must submit itemized invoices to program manager monthly. Each invoice must consist of a detailed breakdown of the number of meals and or snacks delivered at each site during the proceeding period. Details regarding payments will be discussed in a formal meeting with the successful Service Provider.

MINIMUM QUALIFICATIONS

1. Minimum of 3 years' experience operating a food service business.
2. Must have Serv Safe certifications for key personnel.
3. Service Provider and its facilities must be in compliance with Federal, State and local Safety, Health and Sanitation requirements.

Meal Replacement Contingency Policy

Disclaimer: In the event of an incident which causes a delay and/or failure to receive any meal component (e.g. contaminated food, inadequate serving temperatures, destruction of the meal inadvertently, dropped food etc.), it is the Service Provider's responsibility to replace the meal components and/or provide reimbursement. The Service Provider's policy must include meal replacements and/or reimbursements under the circumstances.

Method 1: Meal Component Replacement

The Service Provider will replace damaged meal components the same day of each occurrence. If meal component replacement is not an option, the Contractor must assume liability for any associated cost incurred by COA to supplement the damaged meal component(s).

a). Service Provider will evaluate the number of affected meal components

Step 1: Determine if a replacement is necessary; and/or

Step 2: Request replacement meal component(s)

Step 3: If meal components are not replaced, receipts will be provided to the Service Provider for reimbursement to COA.

USDA NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

EXHIBIT A.1: MASTER SITE LIST

City of Atlanta – Afterschool/Out of School Time (OST) Programming Locations

Center	Center
<p>Adams Park 1620 Delowe Drive, S.W. Atlanta, Georgia 30311 404-756-1827</p>	<p>Perkerson 770 Deckner Avenue S.W. Atlanta, GA 30310 404-756-1859</p>
<p>C.T. Martin 3201 M. L. King Jr. Drive, S.W. Atlanta, Georgia 30311 404-505-3181</p>	<p>South Bend 1955 Compton Drive Atlanta, Georgia 30315 (404) 635-2990</p>
<p>William Walker 2405 Fairburn Road, S.W. Atlanta, Georgia 30331 404-346-5891</p>	<p>AD Williams 1154 James Jackson Pkwy N.W. Atlanta, Georgia 30318 404-799-2359</p>
<p>Bessie Branham 2051 Delano Drive, N.E. Atlanta, Georgia 30317 404-371-5010</p>	<p>Anderson Park 120 Anderson Avenue N.W. Atlanta, Georgia 30314 404-799-2346</p>
<p>Grove Park 750 Frances Place, N.W. Atlanta, Georgia 30318 404-799-2342</p>	<p>Coan Park 1530 Woodbine Avenue, S.E. Atlanta, Georgia 30317 404-371-5008</p>
<p>M.L. King Jr. 110 Hilliard St. SE Atlanta, Georgia 30312 404-658-1330 / 404-658-1149</p>	<p>Dunbar 477 Windsor Street, S.W. Atlanta, Georgia 30312 404-658-7117</p>
<p>James Orange 1305 Oakland Drive S.W. Atlanta, Georgia 30305 404-756-1866</p>	<p>Langford Park 1614 Arthur Langford Jr. Place S.W. Atlanta, Georgia 30315 404-624-0668</p>

<p>Peachtree Hills 308 Peachtree Hills Avenue, N.E. Atlanta, Georgia 30305 404-237-2756</p>	<p>Rosel Fann 365 Cleveland Avenue, S.E. Atlanta, Georgia 30354 404-624-0772</p>
<p>Anthony Flanagan 3240 W Manor Circle S.W Atlanta, GA 30311 404-505-3110</p>	<p>Pittman Park 950 Garibaldi Avenue, S.E. Atlanta, Georgia 30315 404-215-2824</p>
<p>Grant Park 537 Park Avenue S.E Atlanta, Georgia 30312 404-624-0697</p>	

EXHIBIT A.2: SAMPLE MENUS AND REQUIRED DOCUMENTS

CITY OF ATLANTA SAMPLE HOT MEAL MENU

8oz Milk provided daily

~ 2018 ~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 2oz Hamburger/Bun ½c Corn ¼c Applesauce	4 2oz BBQ Chicken ½ c Green Beans ¼ c Pineapples 1 Slice Bread	5 4oz Chicken Noodle Soup 1oz Grill cheese 1 Bun/1 Apple	6 2oz Lemon Chicken ½ c New Potatoes ¼ Orange 1 Slice Bread	7 2oz Meatballs (4) ½ c Steamed Rice 4oz Apple Juice ½ c Toss Salad	8
9	10 2oz Hot Dog/Bun ½ c Bake Beans ¼ c String Carrots	11 2oz Bake Chicken ½ c Mash Potatoes ¼ c Applesauce 1 Slice Bread	12 2oz Tilapia Fish ¼ c Mix Veggies 4oz Grape Juice 1 Slice Bread	13 2oz Georgia Chicken ½ c Green Peas ¼ c Pineapple 1 Slice Bread	14 4oz Mac & Cheese 1oz Chicken Tender ½ c Garden Salad ¼ c Orange	15
16	17 Hamburger/Bun ½ c Potato Wedge ¼ c Celery Stick/Ranch	18 2oz Herb Chicken ½ c Peas & Carrots ¼ c Peaches 1 Slice Bread	19 6oz Spaghetti/Meat sauce ½ c Toss Salad ¼ c Apple	20 2oz Bake Chicken ½ Mash Potatoes ¼ c Orange 1 Slice Bread	21 2oz Meatballs Sub Roll (4) ¼ c Corn 4oz Applesauce	22
23	24 2oz Sloppy Jo/Bun ½ c Bake Beans ¼ c Celery Sticks	25 2oz Turkey & Cheese ½ c Toss Salad ¼ c Pineapples 2oz Nacho Chips	26 2oz BBQ Chicken ½ c Green Beans ¼ c Mix Fruit 1 Slice Bread	27 2oz Hot Dog/Bun ½ c Corn on Cob ¼ c Baked beans	28 2oz Tilapia Fish ¼ c Mix Veggies 4oz Grape Juice 1 Slice Bread	29
30	Notes:					

CITY OF ATLANTA SAMPLE SNACK MENU

~ 2018~						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 1 oz. Oatmeal to go Bar 6 oz. Orange Tangerine Juice	4 1 oz. Elf Grahams 6 oz. Carrots w/ Ranch	5 1 oz. Ritz Crackers (2 ea.) 6 oz. String Cheese	6 1 oz. Sun Chips 6 oz. Fruit Punch	7 1 oz. Oatmeal Cookie (2 ea.) 6 oz. Celery w/ Ranch	8
9	10 1 oz. Shortbread Cookie 6 oz. Apple Juice	11 1 oz. Cheez-its 6 oz. Orange Tangerine Juice	12 1 oz. Rice Krispy Treats 6 oz. Pineapples	13 1 oz. Chocolate Chip Cookies (2 ea.) 6 oz. Fruit Punch	14 1 oz. Oats & Honey Bar 6 oz. Peaches	15
16	17 1 oz. Elf Grahams 6 oz. Fruit Punch	18 1 oz. String Cheese 6 oz. Carrots w/ Ranch	19 1 oz. Doritos 6 oz. Apple Juice	20 1 oz. Oatmeal to go Bar 6 oz. Mixed Fruit	21 1 oz. Ritz Crackers (2 ea.) 6 oz. Broccoli w/ Ranch	22
23	24 1 oz. Oatmeal Cookies (2 ea.) 6 oz. Orange Tangerine Juice	25 1 oz. Shortbread Cookie 6 oz. Fruit Punch	26 1 oz. Rice Krispy Treats 6 oz. Carrots w/ Ranch	27 1 oz. Oatmeal to go Bar 6 oz. Orange Tangerine Juice	28 1 oz. Elf Grahams 6 oz. Carrots w/ Ranch	29
30	Notes:					

EXHIBIT A.3: DELIVERY RECEIPT

BRIGHT FROM THE START



Georgia Department of Early Care and Learning
 2 Martin Luther King Jr. Drive, SE
 Suite 670, East Tower, Atlanta, Georgia 30334

**Food Service Program
 Delivery/Pick-Up Receipt**

Date of Pick Up/Delivery: _____

You must keep all original receipts to verify proof of purchase

Site Name	Site Address
Meal type and number picked-up/delivered	
_____ _____ _____ <input type="checkbox"/> Breakfast # <input type="checkbox"/> AM Snack # <input type="checkbox"/> Lunch # <input type="checkbox"/> PM Snack # <input type="checkbox"/> Supper # Total Number _____	Temperature of meals _____ C /F Time of pick-up from FSMC or Central Kitchen _____AM PM Time of Delivery _____AM PM
Comments or Concerns	
Pick-up/Delivery person's Signature/Date	Site Supervisor Signature/Date
_____	_____

EXHIBIT A.4: SUB-CONTRACTING PROVISIONS

Sub-contracting Provisions

The Service Provider shall not subcontract for the total meal, or for the assembly the meal, and shall not assign, without the advance written consent of the Sponsor, this contract or any interest therein.

In the event of any assignment, the Service Provider shall remain liable as principal for the performance of all obligations under this contract.

EXHIBIT A.5: BID FORM

EXHIBIT A.5: COST PROPOSAL

The cost proposal submitted by Bidder must include the Bidder’s fully-burdened rate; including Food Purchase, Meal Preparation, Six (6) Servers (Daily, 3pm-6pm), Eating Utensils and Transportation costs. This format must be used to ensure alignment in accordance with USDA’s meal reimbursement requirements.

Note: Records are maintained as required for auditing purposes for a minimum of three (3) years.

Afterschool Meal Program				
Meal Type	Average Daily Meals to be served	Est. Total Number of Meals/Snacks (Yearly)	Cost Per Meal/Snack	Total Costs
Snack	825	148,500		
*Hot Meal	800	144,800		
Total				

*All Hot Meals must include Milk.

Servers:

The City requires that Service Provider provide six (6) part-time servers, daily, from 3pm-6pm. The City may request additional servers as needed. Service Provider must provide fully-burdened hourly rate for one (1) additional part-time server below:

Hourly Rate for one (1) Part-Time Server: _____

Price Adjustments:

If the average daily meals billed is less than the average daily meals needed, then a one-time adjustment to the unit price will be made as follows:

EXAMPLE: If the average daily meals billed – by the “average daily meals needed” = .82 or 82%, multiply the “Cost Per Meal/Snack” by 1.05.

The Service Provider will invoice the City at 100% unit cost indicated above bi-weekly. To determine if an additional cost per meal is due, the Service Provider must complete the following calculation. Divide the total number of meals billed by type (Snack or Hot Meal) for the total length of the program by the total number of days the program was operated. Any additional charges resulting from this higher “adjustment” will be reflected in the final statement from the Service Provider.

Note: The unit cost per meal may not exceed the maximum operational reimbursement for each meal type as stated in Part 7 CFR 226 of the federal regulations.

FC-10765, AFTERSCHOOL MEAL PROGRAM

Exhibit A-5; Bid Form

TO: The City of Atlanta, Georgia Submitted: _____, 20__

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal or principals, is or are named herein and that no other person, than herein mentioned has any interest in this Bid or in the Agreement to be entered into, that this Bid is made without connection with any other person, company or parties making a Bid or bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder proposes and agrees, if this Bid is accepted to contract with the City, in the form of Agreement specified, to furnish all necessary Materials, Equipment, means of transportation and labor and to complete this Project in full and complete accordance with the show, noted, described and reasonably intended requirements of the Agreement to the full and entire satisfaction of the City, and with a definite understanding that no money will be allowed for extra work except as set forth in the Agreement..

Bidder hereby agrees to commence Work under this Agreement on or before a date to be specified in the written "Notice to Proceed" from the City.

The undersigned acknowledges receipt of addenda numbered ___ through ____ .

In accordance with the above understanding, the undersigned proposes to do all of the Work, furnish all of the Materials, and complete the Work in accordance with the Agreement Documents for the Total Bid.

TOTAL BID (COST PER YEAR)

Amount: \$ _____
(figure)

Total Bid In Words: _____

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy the amount shown in words will govern. The bid prices shall include all costs of completion of the work except as otherwise specified in the Contract Documents. The names and residence addresses of all persons and parties interested in the forgoing bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, give name of president, treasurer, and manager and in the case of a partnership, give names and addresses of members.)

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. Notice of acceptance should be mailed, telegraphed, or delivered to the undersigned bidder at the following address:

(Name of Bidder) _____

(Signature of Authorized Representative) _____

(Title) _____

(Business Address) _____

(City and State) _____

EXHIBIT B DEFINITIONS

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

[N/A]

EXHIBIT D
CITY SECURITY POLICIES

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

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

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

If a dispute or disagreement cannot be resolved informally, Service Provider's 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 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 must 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)

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

APPENDIX C

LOCAL BIDDER PREFERENCE PROGRAM

**LOCAL BIDDER PREFERENCE
PROGRAM**

**(REQUIRED SUBMITTAL-WHEN
BIDDER DESIRES TO RECEIVE BID
PREFERENCE ON THIS PROJECT)**

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CITY OF ATLANTA

LOCAL BIDDER PREFERENCE PROGRAM

STATEMENT OF POLICY

The City of Atlanta (“**City**”) has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by their activities. It is in the interest of the City and its residents to give preference on Eligible Local Projects to those Eligible Bidders, as defined in Section 2-1443, who have direct physical and economic relationships with the City.

CERTIFICATION AS A LOCAL BIDDER

Only an approved Eligible Bidder certified by the Office of Contract Compliance may be certified as a Local Bidder. In order to be certified as a Local Bidder, an Eligible Bidder must submit a completed application to the Department of Procurement (“DOP”), and the applicant must be approved and certified by the DOP.

An Eligible Bidder must submit a completed and signed written application to become a Local Bidder before it will be allowed to receive a bid preference on an Eligible Local Project. In order to be approved as a Local Bidder and receive a bid preference on an Eligible Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Eligible Local Project. An Eligible Bidder who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on an Eligible Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Eligible Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER

To be certified as a Local Bidder, the Eligible Bidder must satisfy no less than two of the following criteria:

1. Verify the Eligible Bidder's principal place of business is located in the City or the Eligible Bidder has held a valid City business license for at least one (1) year prior to the date of the application.
2. Verify that a majority of the full time employees, chief officers, and managers of the Eligible Bidder have regularly conducted work and business in the City for at least one (1) year prior to the date of application.
3. Verify that a majority of the employees based at the Eligible Bidder's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.
4. Provide references or other means of verification acceptable to the DOP that the services the Eligible Bidder offers to the City have been provided by the Eligible Bidder in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Eligible Local Projects.

The application provides instructions for required supporting documentation that Bidder must submit with the application for the criteria listed above.

PART 3
IIREA PREVIEW PARTICIPATION
PROGRAM

[END OF DOCUMENT]