REQUEST FOR PROPOSALS

Ground Lease and Development - Riverdale Road

John Selden
Aviation General Manager
Department of Aviation

David L. Wilson II
Chief Procurement Officer
Department of Procurement
PROJECT OVERVIEW

- **Services Being Procured:** DOA is seeking to procure a developer for the ground lease and development of sites located on Clark Howell Highway.
- **Using Department:** Department of Aviation
- **Pre-Proposal Conference/Site Tour (Immediately following the Pre-Proposal Conference):** January 14, 2020 at 2:30PM - 1255 South Loop Rd; College Park, GA 30337
- **Deadline to Submit Questions in Writing:** January 31, 2020 at 5:00 PM
- **Proposal Deadline:** **Wednesday, March 18, 2020 at 2:00 PM**
- **City's Contact Person:** Joseph Lockett, Contract Specialist - 404-330-6698
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1 Requirements
*Response is required

0.1 Section 1. Information and Instructions to Proponents

1. Part 1: Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (the “City”), seeks to procure the services (“Services”) detailed in the Scope of Services.

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

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 A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

4. **Proposal Deadline:** Your response to this RFP must be received by the Department of Procurement, no later than 2:00 P.M., ET on the date specified in the Project Overview. Any Proposal received after this time will not be considered and will not be accepted by the electronic procurement system.

5. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the scheduled Pre-Proposal Conference. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly. A site tour may be scheduled following the Pre-Proposal Conference. Further information will be located in the Project Overview.

6. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person as designated in the Project Overview on or before the date so designated. Questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any
other City employees or any third-party representatives of City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

7. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

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

9. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B - Insurance and Bonding Requirements attached to this RFP.

10. **Applicable City OCC Programs:** The City's Office of Contract Compliance ("OCC") Programs applicable to this procurement are set forth in Appendix A - Office of Contract Compliance Requirements, attached to this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

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

12. **Examination of Proposal Documents:**

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

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

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

13. **Oral Presentations and Demonstrations:** All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

14. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City's Code of Ordinances.
15. **Disqualification of Proponents:** Any of the following may be considered as sufficient for disqualification of a Proponent and the rejection of the Proposal:

- **a.** Submission of more than one Proposal for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- **b.** Evidence of collusion among Proponents;
- **c.** Previous participation in collusive bidding on Work for the City;
- **d.** Submission of an unbalanced Proposal, in which the prices quoted for same items are out of proportion to the prices for other items;
- **e.** Lack of competency of Proponent (the Agreement will be awarded only to a Proponent(s) rated as capable of performing the Work; the City may declare any Proponent ineligible at any time during the process of receiving Proposals or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Proponent's responsibility;
- **f.** Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;
- **g.** Uncompleted Work for which the Proponent is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Proponent; and
- **h.** Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

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

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

Potential Offerors 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 solicitation due date. The IIREA Preview Participation Form is set forth in this solicitation.

18. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. Multiple awards may be made on the total Scope of Services or components of the Scope of Services.
Part 2: Contents of Proposals

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

   1.1. Informational Proposal; and

   1.2. Cost Proposal. (Form provided by City at Exhibit A.1-Cost Proposal). The Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

2. Informational Proposal: An Informational Proposal is comprised of two (2) sources of information:

   2.1. Volume I: information drafted and provided by a Proponent; and

   2.2. Volume II: Required Submittals: information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

3. Information Required to Be Included in Informational Proposal:

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

      3.1.1. Information Drafted and Provided by a Proponent: This information should be included in a Volume I to a Proposal:

          3.1.1.1. Executive Summary;

          3.1.1.2. Organizational Structure;

          3.1.1.3. Management Plan;
3.1.1.4. Overall Experience, Qualifications and Performance of the Prime Firms;

3.1.1.5. Conceptual Submittals;

3.1.1.6. Project Schedule;

3.1.1.7. Sustainability Elements; and


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

3.2.1. Executive Summary.

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

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

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must provide examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

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

3.2.1.2.4. Company History. A brief history of the company including the number of years in business providing the services being outlined in the proposal.

3.2.2. Organizational Structure. The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

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

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

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

3.2.3. Management Plan.

3.2.3.1. Based on the Proponent's Organizational Structure, describe how the Proponent will manage the Property under the Ground Lease. Proponent's proposed method to:

3.2.3.1.1. Identify and resolve issues during the project duration;
3.2.3.1.2. Make critical decisions;

3.2.3.1.3. Ensure constant communications with the City's Authorized Representative, as defined in the Lease Agreement, regarding all aspects of the Project; and

3.2.3.1.4. Maintain the project development timeline with milestones proposed and accepted by ATL.

3.2.4. Overall Experience, Qualifications and Performance of the Prime Firms. Describe the Proponent's experience and qualifications in development, architectural and engineering design, construct, finance, operate and maintenance of a first-class major development as widely described in the Scope of Services. Proponent must provide a narrative description of four (4) major projects demonstrating capability and qualifications in all areas identified below and each project should encompass a combination of several of the areas of expertise:

3.2.4.1. Provide specific Team experience with developing projects that are to be submitted for LEED® certification;

3.2.4.2. Provide experience in generating concept level cost estimate and cost-benefit analysis;

3.2.4.3. Provide experience in landscape architect;

3.2.4.4. Provide experience in interior design;

3.2.4.5. Proponent(s) must have key staff members who have architect/engineer licenses in the appropriate disciplines and must be registered in the State of Georgia;

3.2.4.6. Provide experience of completing design work initiated by others. Give specific details of the project and the approach utilized by the Team;

3.2.4.7. Provide Team and individual experience working with Federal and other airport related agencies;

3.2.4.8. Provide specific design experience of project completion against established Construction Cost Limitations; and

3.2.4.9. Provide specific Team experience on projects that utilized an accelerated approach to project implementation.

3.2.5. Conceptual Submittals. Proponent is required to provide a conceptual narrative describing the Proponent's proposed Development. Renderings are optional; however, they are highly encouraged as a means to demonstrate the overall development concept. The narrative must include physical attributes, amenities, sustainability elements level of proposed services, and any additional information necessary to fully describe the proposed development. Submit a maximum of fifteen (15) distinct color sketches or digital renderings depicting the proposed facility. Sketches should include:
3.2.5.1. Exterior elevations;
3.2.5.2. Floor plans of major areas;
3.2.5.3. Concessions areas;
3.2.5.4. Parking facilities;
3.2.5.5 Guest ingress and egress;
3.2.5.6. provide expected timing and construction costs;
3.2.5.7. Security;
3.2.5.8. Signage placement with rendering; and
3.2.5.9. Landscaped areas & green space.

3.2.6. **Project Schedule.** Proponent shall also provide the City with an overview of its intended Project schedule. Proponent must note key milestones, including but not limited to securing financing, preconstruction (including conceptual schematic, and design drawings), groundbreaking and construction, project opening, and planned major capital maintenance.

3.2.7. **Sustainability Elements.** In addition, Proponent shall describe its proposed sustainability program for the Development. Proposals should reflect sustainable development, demonstrating their ability to lower energy consumption, water use, waste (trash to landfills) and greenhouse gas emissions. Ideally, the project would acquire LEED certification. Information for the Airport guidelines for sustainability can be found on the Airport’s web-site (http://www.atl.com/community/sustainability/)

3.2.8. **Financing Plan.** Each Proponent must submit a plan detailing how the project will be funded, including letters of interest from proposed funding sources, if applicable. Rent/Percentage Rent/Mag Offer presented as a minimum dollar amount per annum.

3.2.9. **Requested Changes to the Agreement Terms:** Proponent's Proposal may include any requested changes to the draft Ground Lease and Development Agreement included. Proponent's requested changes will be included in the evaluation of Proponent's Proposal and will be considered in the final negotiation of Ground Lease and Development Agreement terms and conditions. Additional facilities and services that complement the development may be proposed. The proposed development must comply with all applicable Airport policies.
4. **Minimum Qualifications:** To be eligible to participate in this procurement, Proponent must meet the following minimum qualifications:

4.1. **Experience in Operation:** Proponent shall have experience operating and/or developing their proposed concept for a minimum of 5 of the last 7 years in the majority ownership (at least 50%) of an entity that financed, designed, installed, and maintained a concept similar to the Proponent's proposal concept. If the Proponent forms a new entity for responding to this RFP, this entity must fulfill the minimum requirements associated with the solicitation for at least fifty percent (50%) of the equity interest of the organization. In addition to the minimum requirements outlined above, if the Proponent is a corporation, the subsidiary that will be responsible for the management of the proposed development pursuant to the Lease and subject to supervision by the Aviation General Manager must have the experience required above and present evidence of that experience in its proposal. In addition to the minimum requirements outlined above, if the Proponent is a partnership/joint venture or an individual, the individual majority interest holder in the partnership/joint venture or the individual that will be responsible for the management of the Proposed development concept pursuant to the Lease and subject to supervision by the Aviation General Manager must have the experience required above and present evidence of that experience in its proposal.

4.2. Each Proponent shall engage a General Contractor licensed in the State of Georgia.

4.3. Each Proponent shall engage a design Firm(s) inclusive of a State of Georgia Registered Engineer who will be required to seal and sign the final construction drawings and specifications.

4.4. Each Proponent shall demonstrate experience with similar developments to the one it proposes.

5. **Submission of Proposals:**

5.1. All Proposals must be submitted via the ATL Cloud electronic procurement system.

5.2. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

6. **Responsiveness and Responsibility:**

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

6.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

6.1.2. The completeness of all material, documents and/or information required by the City; and
6.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

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

6.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;

6.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;

6.2.4. The quality of performance of previous contracts or work;

6.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;

6.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and

6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. **Selection for Competitive Sealed Proposals:**

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria may include but not be limited to those factors contained in subsection 2-1188(k) and 2-1189(d) of the City of Atlanta Code of Ordinances, and the factors in Part 3: Evaluation of Proposals.

Select all that apply:

☐ a. Volume 1 Proposal *(Response attachments are required)*
0.3 Section 3. Evaluation of Proposals

1. Part 3: Evaluation of Proposals

An Evaluation Committee, consisting of City representatives, will review the Proposals in accordance with the City's Code of Ordinances and the criteria specified here, and considering the information required to be submitted in each Proposal. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

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0.4 Section 4. Required Submittals

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**Required Submittals - 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.

Please download the Required Submittals package below, complete the forms with all required information, then scan and attach the completed forms package.

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Select one of the following:

☐ a. I have attached the completed forms. *(Response attachments are required)*

*2.

**Submittal Checklist**

[ATTACH THE SUBMITTAL CHECKLIST PDF AND EDIT THE LIST BELOW. ENSURE ITEMS ARE SPECIFIC TO YOUR SOLICITATION.]

It is each Proponent’s sole responsibility to ensure that their Proposal to the City includes all required forms and documents outlined on the checklist attached below.

☐ Form 1; Illegal Immigration Reform and Enforcement Act Forms
☐ Form 2; Contractor Disclosure and Declaration Form
☐ Form 3; Contractor Financial Disclosure and supporting financial statements
☐ Form 4; Acknowledgment of Insurance and Bonding Requirements
☐ Form 5; Acknowledgment of Addenda
☐ Form 6; Offeror Contact Directory
☐ Form 7; Reference List
☐ Form 8; Proposal Bond
☐ Form 9; Prohibited Sources’ Ethics Pledge
☐ Authority to Transact Business in the State of Georgia
☐ Appendix A - Office of Contract Compliance Forms

Select one of the following:

☐ a. I have attached the Submittal Checklist. *(Response attachments are optional)*
### 0.5 Section 5. IIREA Preview Program

#### IIREA Preview Participation Program

1. Potential offerors may submit the Contractor Affidavit to the Department of Procurement ("DOP") not less than ten (10) days prior to the due date for responses to a Solicitation. Submission of the Contractor Affidavit after that date will NOT extend the time for submitting Bids/Proposals ("offers") and DOP is not required to review Contractor Affidavits submitted less than ten (10) days prior to the due date for responses to a Solicitation.

2. All Contractor Affidavits must be submitted via email or delivery to the following address:
   - Email: iiireapreview@atlantaga.gov
   - City of Atlanta
   - Department of Procurement
   - ATTN: IIREA Preview
   - 55 Trinity Avenue, SW, Suite 1900
   - Atlanta, GA 30303

3. DOP will review the timely submitted Contractor Affidavit and provide a response not less than five (5) days prior to the due date for responses to the solicitation.

4. Potential offerors that are deemed non-compliant must submit a compliant contractor Affidavit on the due date for responses to the solicitation of offers in order to be qualified for evaluation.

5. If a due date for the Contractor Affidavit or the acknowledgement and determination falls on a weekend or a City recognized holiday, the document shall be due on the next business day after the weekend or holiday. However, DOP shall not be required to change the due date for Proposals to accommodate a later due date for the Contractor Affidavit. In no event will the due date for the Contractor Affidavit be later than the due date for responses to the solicitation.

6. The determination of a potential offeror's compliance with the State's immigration compliance mandates shall not automatically deem that offeror's timely submitted offer to be responsive to any solicitation. Offerors must also be responsive to and compliant with other requirements set forth in the solicitation of offers, as well as all applicable laws. Untimely offers from compliant potential offerors shall not be eligible for award of the solicited contract.

7. Potential offerors that submit an incomplete or incorrect Contractor Affidavit with their offer or fail to submit a compliant Contractor Affidavit after a determination of non-compliance, will not be qualified for evaluation and their timely submission of an offer may not be considered for the award of the solicited contract.

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0.6 Section 6. Exhibit A: Scope of Services

1. **Exhibit A**
   **Scope of Services**

See attached Exhibit A: Scope of Services

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0.7 Section 7. Exhibit A.1: Maps & Diagrams

1. See attached Exhibit A.1: Maps & Diagrams

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0.8 Section 8. Exhibit B: Authorizing Legislation

1. Exhibit B: Authorizing Legislation will be inserted with final agreement.
0.9 Section 9. Exhibit C: Definitions

1. EXHIBIT C
   DEFINITIONS

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

1. “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 Proponent or Proponent's subproponents; (c) the Lease Agreement and the Lease Agreement Documents; or (d) the performance of the Services under this Lease Agreement or any Task Order.

2. “Charges” means the amounts payable by City to Proponent under this Lease Agreement.

3. “City Security Policies” means the policies set forth in Exhibit E.


5. “Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Lease Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

6. “Contract Documents” include this Agreement and the Exhibits, Addenda, Appendices and other documents attached hereto or referenced herein as well as any authorized changes or addenda hereto.

7. “Force Majeure Event(s)” means strike or labor troubles, unavailability of materials or utilities, acts of war, domestic and/or international terrorism, insurrection, invasion, civil riots or rebellions, quarantines, embargoes, action or interference of governmental authorities or other similar unusual governmental actions, extraordinary elements of nature or acts of God or any cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the parties.

8. “Tenant,” when capitalized, shall mean the Concessionaire.
9. "Airport Manager" or "General Manager" means the Manager of the Facility for the time being or his/her successor in duties for the purpose of this Contract, or his/her duly authorized representatives for this Contract. No person shall be deemed a representative for the Manager except to the extent specifically authorized in an express written notice to the Contractor signed by the Manager. The Airport Manager will oversee the day to day operation of their respective airport.

10. "Airport" or "Facility" means Hartsfield Jackson Atlanta International Airport or ATL.

11. "Contract Manager" means the Manager that oversees the overall Contract and the customer experience program or his/her duly authorized representatives for this Contract.

12. "Director" means the person who manages the Aviation Customer Experience Division.


14. "DOA" means the Department of Aviation at ATL.

15. "Normal Business Hours" means, Sunday through Saturday 4:00 a.m. to 11:00 p.m.

16. "Touchpoint" means all areas of the airport where it is feasible that a reasonable traveler would require assistance.
0.10 Section 10. Exhibit D: Airport Access and Safety Measures

1. See attached Exhibit D: Airport Access and Safety Measures

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0.11 Section 11. Exhibit E: Dispute Resolution Procedures

1. EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

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

- If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
0.12 Section 12. Appendix A - Office of Contract Compliance

1. Appendix A
   Office of Contract Compliance Requirements

See attached Appendix A - Office of Contract Compliance

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Select one of the following:

☐ a. I have attached the OCC forms. *(Response attachments are optional)*
0.13 Section 13. Appendix B - Insurance and Bonding Requirements

1. Appendix B
   Insurance and Bonding Requirements

See attached Appendix B - Insurance and Bonding Requirements

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0.14 Section 14. Appendix B-1: Performance and Payment Bonds

1. See attached Appendix B-1: Performance and Payment Bonds

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**0.15 Section 15. Addenda**

1. Addenda

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Note: Contract terms are associated with this RFQ. If you received this RFQ by e-mail, the contract terms document is attached. Otherwise, the contract terms document is faxed or mailed separately. The contract terms document is an inseparable part of this RFQ.