REQUEST FOR PROPOSALS

RFP-S-1200257, FOOD AND BEVERAGE CONCESSIONS

2020 - PACKAGE 7

John Selden
Airport General Manager
Department of Aviation

David L. Wilson II

Food and Beverage 2020 Concessions Package #7 To fit and finish, operate, maintain and manage food and beverage concession locations.
PROJECT OVERVIEW

- **Services Being Procured:** To fit and finish, operate, maintain and manage food and beverage concession locations.
- **Using Department:** Department of Aviation
- **Pre-Proposal Conference:** Thursday, January 16, 2020, at 9:00 A.M. ET at GICC, 2000 Convention Center Concourse, Atlanta, GA 30337
- **Site Visit:** Thursday, January 16, 2020, at 1:00 pm ET at Airport Atrium.
- **Deadline to Submit Questions in Writing:** Monday, March 2, 2020 by 5:00 PM ET
- **Proposal Deadline:** **Wednesday, April 15, 2020 by 2:00 P.M ET**
- **City's Contact Person:** Jessica A. Boston, Contract Specialist, Phone: 404-330-6903, Email: Jaboston@atlantaga.gov.
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1 Requirements
*Response is required

0.1 Section 1. CPO LETTER-PLEASE READ
*1. CPO LETTER-PLEASE READ

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Select one of the following:

☐ a. I acknowledge receipt of CPO Letter
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**: Pre-Proposal Conference/Site Tour: Attendance at the pre-proposal conference is not mandatory; however, it is recommended that each Proponent attend the Pre-Proposal Conference and tour that is scheduled for Thursday, January 16, 2020, at 9:00 A.M. E.T at GICC, 2000 Convention Center Concourse, Atlanta, GA 30337. 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 Premises shall not relieve any proponent from responsibility to properly evaluate the difficulty or cost of successfully performing the Services. The Site Tour is scheduled for Thursday, January 16, 2020, at 1:00 pm ET at Airport Atrium. Prospective proponents attending the Site Tour for this solicitation must submit their full name, date of birth, company name and phone number to the Department of Procurement ("DOP") no later than 5:00 pm on Monday, January 13, 2020. Those attendees that have a current airport badge must submit their information and indicate that they have a current HJAIA security badge as well. This information must be submitted via the messaging function in ATL Cloud or via emailed listed in the RFP. All names will be submitted to Aviation Security for screening prior to the site tour. Valid picture identification for each tour attendee will be required on the day of the tour to be allowed to participate in the tour. Each company may register only two attendees for the pre-proposal site tour.

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), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"

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.
0.3 Section 3. Contents of Proposal

Part 3: Contents of Proposals

Please download Content of Proposal and additional documents.

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Select all that apply:
☐ a. Volume 1 Proposal (Response attachments are required)
0.4 Section 4. Evaluation of Proposals

1.

Part 4: Evaluation of Proposals

Please see attach.

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0.5 Section 5. Required Submittals

*1. 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

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 [N/A]
- ☐ Form 9; Prohibited Sources' Ethics Pledge
  - ☐ Form 10; Award Preference Sheet
- ☐ Authority to Transact Business in the State of Georgia
0.6 Section 6. IIREA Preview Program

1. **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: iireapreview@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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0.7 Section 7. Exhibit A: Scope of Services

See attached Scope of Services.

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Attentions:
0.8 Section 8. Exhibit A.1: Financial Offer

See attached.

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Select one of the following:

☐ a. I have attached the Financial Offer *(Response attachments are required)*
0.9 Section 9. Exhibit A.2: Maps & Diagrams

1. Please see attached Exhibit A.2: Maps & Diagrams

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0.10 Section 10. Exhibit A.3: Historical Sales

1. See attached Exhibit A.3: Historical Sales

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0.11 Section 11. Exhibit B: Authorizing Legislation

1. Exhibit B: Authorizing Legislation.

Will be attached with contract.
0.12 Section 12. 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.
0.13 Section 13. Exhibit D: Business Plan

1. Will be attached with final contract.
0.14 Section 14. Exhibit E: Concession compliance Standards

1. Please see attached

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0.15 Section 15. Exhibit F: Airport Access, Security and Safety Measures

1. Please see attached.

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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.
0.17 Section 17. Exhibit H: Employee Retention

1. Please see attached Exhibit H: Employee Retention

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0.18 Section 18. Appendix A - Office of Contract Compliance

1. Appendix A
   Office of Contract Compliance Requirements

Please see attached APPENDIX A OCC REQUIREMENTS

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☐ a. I have attached the OCC forms. (Response attachments are required)
0.19 Section 19. Appendix B - Insurance and Bonding Requirements

1. **Appendix B**
   **Insurance and Bonding Requirements**

See attached Insurance and Bonding Requirements

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0.20 Section 20. Appendix B.1: Performance and Payment Bonds

1.

Please see attached Appendix B.1: Performance and Payment Bonds

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<td>Exhibit B-1 Concessions Bond F</td>
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### 0.21 Section 21. Addenda

1. Please review all Addendum issued for this project.

   Attachments:

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<td>RFP-S-1200257 Addendum No. 3.p</td>
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2. Addendum No. 4 will provide revision to technical specifications, questions and answers and various due date changes.

   Attachments:

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<td>Addendum 4 RFP-1200257 Package</td>
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</table>
To fit and finish, operate, maintain and manage food and beverage concession locations.
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.