CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

FC-10488

ATL CUSTOMER EXPERIENCE PROGRAM

KEISHA LANCE BOTTOMS
MAYOR
CITY OF ATLANTA

BALRAM BHEODARI
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION

DAVID L. WILSON II
CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT
ATTENTION INTERESTED PROPORENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (the “DOP”), a proposal for Project Number: FC-10488, ATL Customer Experience Program at Hartsfield-Jackson Atlanta International Airport. The City of Atlanta (the “City”) on behalf of the Department of Aviation (“DOA”) issues this Request for Proposals (“RFP”) to qualified proponent(s) who can provide Customer Experience Representatives to include but not limited to Customer Experience/Guest Service Representatives, Volunteers, Social Media Coordinators, and Call Center Representatives within Hartsfield-Jackson Atlanta International Airport. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A-Scope of Services.

A Pre-Proposal Conference will be held on Tuesday, October 16, 2018, at 11:00 A.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the City’s procurement process and to address questions and concerns. There will be representatives from the City’s Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged by each firm desiring to submit a proposal. The Site Tour will immediately follow the conference. Prospective proponents attending the Site Tour for this solicitation must submit their full name, date of birth, company name and phone number to the Contracting Officer no later than 5:00 pm on Thursday, October 11, 2018.

The last date to submit questions will be Friday, October 19, 2018, at 5:00 P.M. Questions may be sent to Philippe Jefferson, Contracting Officer, via email at PEJefferson@AtlantaGa.Gov, or facsimile at 404-658-7705. Timely questions received will be responded to in writing in the form of an addendum.

Your response to this Request for Proposal (“RFP”) must be received by the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, no later than 2:00 P.M., on Tuesday, November 6, 2018. Any proposals received after this time will not be considered and will be rejected and returned.
**ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.**

Proposals will be publicly opened and read at 2:01 p.m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

Proponents may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, to iireapreview@atlantaga.gov not less than ten (10) days prior to the Proposals due date of November 6, 2018. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Proposals.

The RFP document may be obtained online at the Procurement website which is procurement.atlantaga.gov. If accepted by such means, then the Proponent acknowledges and accepts full responsibility for monitoring the DOP website for any addenda to the RFP. In the event of a conflict between a version of the Proposal in the Proponent’s possession and the version submitted to the DOP, the version submitted to the DOP shall govern. You may be also placed on the Plan Holders list for updates on this project by adding your contact information on the Procurement website.

The RFP document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $50.00 per package. All purchased solicitation documents include a scope of work booklet.

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

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

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

Sincerely,

[Signature]

David L. Wilson II
Chief Procurement Officer

DLW/pej
DIRECTIONS

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

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

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

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

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

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

*FOR INFORMATIONAL PURPOSES ONLY*
TABLE OF CONTENTS
## TABLE OF CONTENTS

### PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

### PART 2: CONTENTS OF PROPOSAL/REQUIRED SUBMITTALS

### PART 3: EVALUATION OF PROPOSALS

### PART 4: REQUIRED SUBMITTAL FORMS

| Form 1: | Illegal Immigration Reform and Enforcement Act Forms |
| Form 2: | Proponent Disclosure and Declaration Form |
| Form 3: | Non-Applicable for this RFP |
| Form 4: | Proponent Financial Disclosure Form |
| Form 5: | Acknowledgment of Insurance and Bonding Requirements |
| Form 6: | Non-Applicable for this RFP |
| Form 7: | Acknowledgement of Addenda |
| Form 8: | Proponent’s Contact Directory |
| Form 9: | Referral List |

### PART 5: SERVICE AGREEMENT

| EXHIBIT A: | Scope of Services |
| EXHIBIT A.1: | Cost Proposal |
| EXHIBIT B: | City Council Authorizing Resolution |
| EXHIBIT C: | Definitions |
| EXHIBIT D: | Insurance and Bonding Requirements |
| EXHIBIT D.1: | Performance and Payment Bonds |
| EXHIBIT E: | Airport Access, Security and Safety Measures |
| EXHIBIT F: | Dispute Resolution |
| EXHIBIT G: | ATL Customer Service Standards |
| EXHIBIT H: | ATL QUEUING PLAN |

### PART 6: IIREA PREVIEW PARTICIPATION PROGRAM

### APPENDICES

| APPENDIX A: | Office of Contract Compliance Goals and Forms |
| APPENDIX B: | Illegal Immigration Reform and Enforcement Act Affidavits |
PART 1: INFORMATION & INSTRUCTION TO PROPONENTS
Part 1

Information and Instructions to Proponents

FC-10488, ATL CUSTOMER EXPERIENCE PROGRAM

1. Services Being Procured: This Request for Proposal ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of its Department of Aviation ("DOA"), seeks to procure the following services ("Services"): to provide Customer Experience Representatives (CXR’s - to include but not limited to Customer Experience/Guest Service Representatives, Volunteers, Social Media Coordinators, Call Center Representatives) within Hartsfield-Jackson Atlanta International Airport ("Airport"). A more detailed Scope of Services sought in this procurement is set forth in Exhibit A of the Service Agreement attached hereto at Part 5 of this RFP ("Agreement").

The initial term of the Agreement to be executed with the successful Proponent(s), shall commence on the Commencement Date for a period of three years (3) years, unless terminated earlier. The Agreement shall also be subject to two (2) two-year (2) renewal options, which may be exercised in the City’s sole discretion.

2. General Information: Hartsfield-Jackson Atlanta International Airport (ATL) is the world’s busiest and most efficient airport. In 2017, ATL handled more than 103 million incoming and outgoing passengers along with 879,560 aircraft operations. The Airport occupies a 4,700-acre site in Clayton and Fulton counties, approximately 10 miles south of downtown Atlanta. The Airport is the chief economic engine of metro Atlanta and one of the single-largest economic generators in the Southeastern United States. According to the last economic impact study, the Airport’s direct regional economic impact is estimated to be more than $34.8 billion annually. Including indirect and induced effects, the total economic impact of the Airport is $64.3 billion annually. At the Airport the City is continuing to maintain its world leading position and posture itself for future growth. ATLNext is the airport’s new development program. It consists of a series of projects over the next twenty (20) years designed to boost capacity, renew and replace existing facilities, and enhance the Airport’s aesthetic appeal. These projects, which fall under six general areas, will help secure the Airport’s position as the world’s most traveled and efficient airport, and further bolster the Airport’s goal to provide the best possible customer service while meeting passengers’ changing needs. The work is projected to cost more than $6 billion. More than most projects, these updates will have a greater impact on operations within the terminal. Temporary closures of areas during phases of construction will result in alterations to passenger traffic flow, but all construction schedules will be aligned to create minimal impact. Travelers will be provided with regular updates during the phases of the projects. During this time there may be some disruptions in normal operations as construction proceeds.

3. 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 RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, 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.

4. **Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent and each of the Proponent’s sub-concessionaires must meet the following minimum qualifications:

4.1. Each Proponent must have at least three (3) years verifiable continuous experience within the last five (5) years of proven experience designing, implementing and maintaining customer experience programs within similarly sized airports, transportation centers, or malls.

4.2. If the Proponent forms a new entity for the purpose of responding to this RFP, the majority interest of the new entity must fulfill the minimum requirements associated with the solicitation. Majority interest of a newly formed entity responsible for responding to the RFP under this section means at least fifty percent (50%) of the equity interest of the organization.

4.3. If the Proponent is a corporation, the subsidiary that will be responsible for the operation of the retail locations pursuant to the Agreement and subject to supervision by the Airport General Manager (“AGM”) must meet the minimum qualifications in Section 4.1 above and must present evidence of that experience in its proposal.

4.4. 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 operation of retail locations pursuant to the Agreement and subject to supervision by the AGM must meet the minimum qualifications in Section 4.1 above and must present evidence of that experience in its proposal.

4.5. All personnel working at the Airport must successfully pass a background investigation in accordance with the Airport’s security policies.

4.6. Each Proponent must submit with its proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia as required by Part 4, Form 2

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

6. **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 **Tuesday, October 16, 2018 at 11:00 A.M.,** at **Technical Support Campus, 1255 South Loop Road, College Park, 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 will immediately follow the conference.** 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 **Thursday, October 11, 2018.** 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 to the City’s contact person below (pejefferson@atlantaga.gov). 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.

7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City’s contact person, Philippe Jefferson, Contracting Officer, Senior, Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, by e-mail pejefferson@atlantaga.gov, on or before **Friday, October 19, 2018 at 5:00 P.M.** Questions submitted after the designated period will not be considered. Any response made by the 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](http://www.atlantaga.gov) and its Department of Procurement’s Plan Room which is open during posted business hours at Department of Procurement, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303-0307. 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 the 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 referenced above, or any other City representative designated by the Chief Procurement Officer in writing.

8. **Proposal Deadline:** Proposals must be received by the City’s Department of Procurement, located at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 p.m., on Tuesday, November 6, 2018.** Any proposal submitted after this time will not be considered and will be rejected and returned.
9. **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.

10. **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.]”

11. **Representation:** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent with the authority to bind Proponent hereto; (c) any information or disclosure provided in response to Form 2: Proponent Disclosure Form are accurate representations up to and including the date Proponent submitted its proposal to the City; (d) the City will not agree to make any substantive revisions to the Service Agreement; and (e) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

12. **Applicable OCC Programs:** The City’s OCC Programs applicable to this procurement are set forth in Appendix A attached hereto. By submitting a proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

13. **Insurance and Bonding Requirements:** The insurance and bonding requirements for any contract that may be awarded pursuant to this RFP are set forth in Exhibit D attached to the form of Concessions Agreement included in this RFP. By submitting a proposal in response to this RFP, each Proponent acknowledges and agrees that it will have to comply with the requirements set forth in Exhibit D of the Agreement.

14. **Examination of Proposal Documents:**

   **14.1.** 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.

   **14.2.** Each Proponent shall promptly notify City in writing on or before 5:00 PM on Friday, October 19, 2018 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.

14.3. 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, representations or instructions to the RFP unless they are confirmed in writing by City in an issued Addendum.

15. **Rejection of Proposals; Cancellation of Solicitation; Waiver of Technicalities.** The City reserves the right to reject any Proposal or all Proposals, to waive any technical defect in a Proposal, or to cancel this Procurement at any time in accordance with the City of Atlanta Code of Ordinances.

16. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to 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 Proponent Affidavit set forth in Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume 1 of the Proposal at the time of submission, prior to the time for opening 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 Proponent 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 does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Proponent Affidavit. 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 Proponent Affidavit precedes the Affidavit at **Part 6: Form 1**.

- Potential Offerors may submit their Proponent Affidavit Forms for review via the City’s IIREA Preview Participation Program, not less than ten (10) days prior to the Proposals due date. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Proposal.
17. **Electronic Proposal Documents:** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City’s Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent’s possession and the version maintained by the Department of Procurement, the version maintained by the City’s Department of Procurement shall govern. The RFP document is available at procurement.atlantaga.gov.

18. **Title VI Solicitation Notice:** The (Name of Airport Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS
PART 2
Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent 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 volumes: Volume I will consist of information drafted and provided by the Proponent; and Volume II will consist of information provided by the Proponent on forms provided by the City in this RFP.

2. **VOLUME I (Information drafted and provided by a Proponent):**

   2.1. **Executive Summary:** 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. It should also designate one (1) contact person to whom all future correspondence and/or communications will be directed by the City concerning this procurement, if that person is different from the person executing the letter. Each Proponent is required to provide an overview of the Proponent’s qualifications to provide the Services being procured through this RFP. At a minimum, the Executive Summary must contain the following information:

   2.1.1. 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;

   2.1.2. If Proponent is a corporation, limited liability company, or other registered entity formed in the State of Georgia, Proponent must include a copy of its Certificate of Incorporation, its Certificate of Organization, or other evidence of its registration with the Georgia Secretary of State.

   2.1.3. If Proponent is a corporation, limited liability company, or other registered entity formed outside the State of Georgia, Proponent must include evidence of its registration with the Georgia Secretary of State.

   2.1.4. A description of the Proponent’s plan for complying with the EBO goals set forth in Appendix A. This section should include detailed information regarding the essential sub-proponents / sub-consultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subproponent / sub consultant indicating that the firm concurs with the role and responsibility Proponent has described;
2.2. **Project Management Plan:** The Proponent’s Project Management Section of the proposal must include detailed plans for Managing and staffing a customer experience Management Program at the domestic terminal. Describe how the management plan will ensure that all items included in the Scope of Services will be provided. This section must include, but not limited to, the following items:

2.2.1. Proponent’s must submit an Executive and 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 and how an efficient flow of information will be realized from the organizational structure.

2.2.2. The names of proposed candidates for each function on the chart must be submitted in this section. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected. In the event there is a need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

2.2.3. Detail staffing plan based upon the number of staff described in the Scope of Services section of the RFP (at a minimum); and any additional non-billable supervisory staff to support a smooth transition.

2.2.4. Describe how Proponent’s personnel staff the various assignments; staff rotation to ensure that all employees know the central passenger terminal complex.

2.2.5. Describe schedule matrix to show assignments, hours worked, on a daily/ongoing basis.

2.2.6. Describe how Proponent will respond to extra duty assignments or positions as needed by the City.

2.2.7. Describe how Proponent handles problems and conflict resolution. employee training programs, employee retention and incentive programs, customer service programs and policies, operations procedures and facility maintenance plan including disposal of trash, and service/replacement of equipment.

2.2.8. Brief highlights should be included describing concept, design, operations and management plan and Proponent’s experience in a similar operation. This section should highlight why your company should be selected to operate this opportunity.
2.2.9. Information on quality monitoring programs that the Proponent has implemented including sample evaluation forms from quality audits, performance standard evaluations or other similar program.

2.3. Qualifications and Relevant Experience: Proponent must clearly illustrate how it meets the minimum qualification requirements set forth in this RFP. Proponent should explain in detail the number of years and extent of Proponent’s relative experience, with special emphasis upon prior experience in the operation and management of such facilities at airports, major transportation centers, malls or other prominent retail setting. This section must include, but not limited to, the following items:

2.3.1. Minimum Qualifications Required: Each Proponent must have at least three (3) years verifiable continuous experience within the last five (5) years of proven experience designing, implementing and maintaining customer experience programs within airports or similarly sized businesses.

2.3.2. Key Personnel/Resumes: Resumes must be provided for key personnel, including all of the Proponent’s executive managerial positions included on the Organizational Chart referenced above. Provide a list of all other positions within Proponent’s organization and the duties of each position. Resumes should be organized as follows: name and title, professional background, current and past relevant employment, education, and certifications. By submitting a proposal in response to this RFP, Respondent acknowledges and agrees that it is committing to use the individuals identified in Key Personnel for this RFP. In the event there is a need to replace key personnel after Respondent submits its proposal or during the term of this Agreement, changes may only be made with the prior written consent of the Aviation General Manager.

2.4. Customer Experience System Design and Capabilities: The overall quality and responsiveness of the Proponent's approach and the ability to provide the required services in a manner that meets or exceeds the requirements set forth in this RFP. The Proponent's Work Approach shall include management philosophy and management approach, quality control/quality assurance initiatives, start-up plans, principles and programs, including training and safe work environment programs, integrity awareness programs and audit compliance plans, to be utilized by the Proponent in performing the Service, and which shall also specifically address:

2.4.1. The Proponent plan for utilization of technology within a customer service environment to enhance the customer's experience and to ensure consistently high quality service even under operationally challenging conditions.

2.4.2. The firm's ability and approach for handling influxes of customers on a routine basis.
2.4.3. The quality of the firm’s proposed programs to address performance measurement, benchmarking and adherence to ATL’s Customer Service Standards, personnel management, staffing, employee discipline and integrity issues related to staff.

2.5. Security Compliance Plan – Proponent shall submit a plan of how it intends to satisfy the requirements of Exhibit E and G of this RFP, where applicable.

3. VOLUME II (Information required by a Proponent on forms provided by the City):

3.1 Illegal Immigration Reform and Enforcement Act – Each Proponent must complete and submit a Proponent’s Affidavit, attached hereto at Form 1: Illegal Immigration Reform and Enforcement Act Forms with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). 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. Under state law, the City cannot consider any proposal which does not include a completed Proponent’s Affidavit. 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.

- Potential Offerors may submit their Proponent Affidavit Forms for review via the City’s IIREA Preview Participation Program, not less than ten (10) days prior to the Bids/Proposals due date. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Bid/Proposal. This Preview Participation Program is voluntary and is not required pursuant to the RFP.

3.2 Proponent Disclosure and Declaration Form – Each Proponent must complete and submit Form 2: Proponent Disclosure and Declaration Form with its proposal.

3.2.1. If the Proponent is an individual, then that individual must complete and sign the Proponent Disclosure and Declaration Form (Form 2) where indicated.

3.2.2. If the Proponent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Proponent Disclosure and Declaration (Form 2) where indicated.
3.2.3. If the Proponent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign the Proponent Disclosure (Form 2) where indicated.

3.2.4. If the Proponent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign the Proponent Disclosure and Declaration Form (Form 2) where indicated, and each of the members or owners of the entity must also complete and sign separate Proponent Disclosure Form where indicated.

3.3. **Proponent’s Financial Disclosure** — Each Proponent must complete and submit **Form 4: Proponent Financial Disclosures** with its proposal. The City’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation. In addition, Proponent must provide evidence of its ability to submit the Performance Guarantee, including (a) notarized letter(s) from Proponent’s proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if a Contract is awarded to it. Further, if this RFP requires a successful Proponent that is awarded a Contract pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded to it.

3.3.1. If the Proponent is an individual, financial disclosures for that individual must be provided.

3.3.2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

3.3.3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity’s or partnership’s owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

3.4. **Acknowledgment of Insurance and Bonding Requirements** — Each Proponent must complete and submit **Form 5: Acknowledgement of Insurance and Bonding**
Requirements with its Proposal. The insurance and bonding requirements for any agreement that the City may award pursuant to this RFP are set forth in **Exhibit D: Insurance and Bonding Requirements**.

### 3.4.1. An authorized representative of the entity must complete and sign this Acknowledgment of Insurance and Bonding Requirements where indicated.

### 3.5. **Acknowledgment of Addenda** – Each Respondent must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by the City for this RFP. **Form 7: Acknowledgement of Addenda** has been included and may be used to satisfy this requirement.

#### 3.5.1. An authorized representative of the entity must complete and sign this Acknowledgment of Addenda where indicated.

### 3.6. **Proponent Contact Directory** – Each Proponent must complete and submit **Form 8: Proponent Contact Directory** with its proposal to include the names, positions/titles, firms, mailing addresses, phone and fax numbers and (when possible) e-mail addresses for at least two individuals, one (1) primary and one (1) secondary, who are authorized to represent Respondent for purposes of this RFP and to whom notices regarding the Respondent’s qualification may be sent.

### 3.7. **Referral List** – Each Proponent must complete and submit at least four (4) references that are able to attest to the Proponent’s performance, ability and credibility. A separate **Form 9** is required for each reference.

#### 3.7.1. An authorized representative of the entity must complete this Referral List where indicated.

### 3.8. **OCC Programs**. This criterion is based upon the responsiveness of a Proponent’s Equal Business Opportunity ("EBO"), the requirement of which is described in **Appendix A** to the Agreement. This criterion is not scored on a sliding scale. Responsive Proponents will receive a score of 15 points. Proponents who fail to evidence a compliant shall be deemed non-responsive.

### 3.9. **Cost Proposal**: Each Proponent must submit a Cost Proposal using the form provided by the City at **Part 5; Exhibit A.1**. Submit one (1) stamped “Original” and six (6) copies in a separate sealed envelope.
4. Submission of Proposals:

4.1. A proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-10488, ATL CUSTOMER EXPERIENCE PROGRAM** and the name and address of the Proponent. All proposals must be submitted to:

David L. Wilson II  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
City Hall, Suite 1900  
Atlanta, Georgia 30303-0307

4.2. Each Proponent is required to submit one (1) original and six (6) copies of Volume I. The original should be clearly marked “Original,” and should contain original signature(s). In addition, each Proponent is required to submit one (1) Original and six (6) copies of Volume II of its proposal. Each proposal must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

4.3. Each Proponent is required to submit, in a separate, sealed envelope, clearly marked “Financial Offer,” one (1) stamped “Original” and six (6) copies of its Management Fee Offer (**Exhibit A.1**) with its proposal.
5. **Submittals:** The following submittals must be completed and submitted with each proposal.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Proposal Submittal</th>
<th>Check Sheet(^1)</th>
<th>Check ((\checkmark))</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Volume 1</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Executive Summary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Project Management Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Qualification &amp; Relevant Experience</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Customer Experience System Design and Capabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Security Compliance Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Volume 2</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Form 1: Illegal Immigration Reform and Enforcement Act – Proponent Affidavit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Form 2: Proponent Disclosure and Declaration Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Form 3: Non-Applicable for this RFP</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Form 4: Proponent’s Financial Disclosure Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Form 5: Acknowledgement of Insurance and Bonding</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Form 6: Non-Applicable for this RFP</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Form 7: Acknowledgement of Addenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Form 8: Respondent Contact Directory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Form 9: Referral List</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Appendix A: Office of Contract Compliance Submittals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Exhibit A.1: Cost Proposal</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notwithstanding this check sheet, Proponents are advised that all submittals required by this solicitation document (whether or not listed in this check sheet) must be completed in-full, and if applicable, signed, sealed and notarized. By submitting a response to this RFP, Proponent acknowledges and agrees that the City has provided this check sheet solely for Proponent’s convenience.

---

\(^1\) This table is included for Proponent’s convenience and may be used to track the preparation and submittal of certain required information with its Proposal.
PART 3: EVALUATION OF PROPOSALS
PART 3
EVALUATION OF PROPOSALS

All proposals will be evaluated in accordance with the City’s Code of Ordinances and the criteria specified below and considering the information required to be submitted in each proposal. An evaluation committee will review the proposals in accordance with this RFP. All Proposals will be evaluated using the criteria specified below:

<table>
<thead>
<tr>
<th>RELATIVE WEIGHT</th>
<th>GRADED ITEM</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Project Management</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Qualification &amp; Relevant Experience</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Customer Experience System Design &amp; Capabilities</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Security compliance Plan</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Office of Contract Compliance Program</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Financial Statement/Capability</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Exhibit A.1 Cost Proposal</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>TOTAL SCORE</td>
<td></td>
</tr>
</tbody>
</table>

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between one (1) and ten (10) for each Category noted above. The Total Category Score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score X Relative Weight = Total Category Score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score. The Office of Contract Compliance score (line 5) will be either a ten (10) for meeting the goal multiplied by the weight of Fifteen (15) or nonresponsive if the goal is not met. The Exhibit A.1 Cost Proposal category score will be based on all offers received by responsive Proponents. The highest offer will receive a ten (10) and all remaining offers will be given score based on the percentage difference between their offer and the highest offer this will be multiplied by the weight of 10 to arrive at the total weighted category total.

For example: if the score for Qualification is 8, it would be multiplied by 10 and the weighted score for that category would be 80. When all items are scored and weighted all scores will be added to arrive at the total points.
PART 4: 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 Proponent(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 PROONENTS/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 Proponent Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.

2. The Proponent 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 Proponent 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 Proponent 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 Proponent 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 Proponent Affidavit for ABC, Inc. and a Proponent Affidavit for XYZ, Inc.

4. All Proponent Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5. All Proponent Affidavits must be duly notarized.

6. All Proponent Affidavits must be submitted with proposal/bid package.

7. Subproponent and sub-subproponent 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.

Rev. 07/19/17
Illegal Immigration Reform and Enforcement Act Forms

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

By executing this affidavit, the undersigned proponent 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 proponent will continue to use the federal work authorization though the contract period and the undersigned proponent for the physical performance of services in satisfaction of such contract only with subproponents who present an affidavit to the proponent with the information required by O.C.G.A. § 13-10-91 (b). Proponent 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 Proponent (Legal name of Proponent, 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:

___________________________________

Rev. 07/19/17
Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form  (Page 1 of 8)

**DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Affiliate”</td>
<td>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.</td>
</tr>
<tr>
<td>“Contractor or Vendor”</td>
<td>Any person or entity having a contract with the City of Atlanta (&quot;City&quot;).</td>
</tr>
<tr>
<td>“Control”</td>
<td>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.</td>
</tr>
<tr>
<td>“Respondent or Offeror”</td>
<td>Any individual or entity that submits a Bid/Proposal in response to a solicitation.</td>
</tr>
</tbody>
</table>

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
## 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.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>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.</td>
<td>□</td>
</tr>
<tr>
<td>3.</td>
<td>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.</td>
<td>□</td>
</tr>
<tr>
<td>4.</td>
<td>Has the Respondent been charged with a criminal offense within the last ten (10) years?</td>
<td>□</td>
</tr>
<tr>
<td>5.</td>
<td>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.</td>
<td>□</td>
</tr>
</tbody>
</table>

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?

(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?

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

   (a) directly or indirectly, had a business relationship with the City?

   (b) directly or indirectly, received revenues from the City?

   (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

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?

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?

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?

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?

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?

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.

   (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:
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 or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.”

Certify Satisfaction of all Underlying Obligations. 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:
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.

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.

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)
Contractor Disclosure and Declaration Form (Page 6 of 8)

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.
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: ____________
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 4

Proponent Financial Disclosure

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent’s financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A “Proponent” is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.

2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity’s or partnership’s owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form 4.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form 4.
**Part A - General Information:**

Name of the Proponent: ____________________________

Name of individual, entity or partnership completing this Form: ____________________________

Relationship of individual, entity or partnership completing this Form to the Proponent: ____________________________

Contact information of individual, entity or partnership completing this Form:

  Address: _____________________________________

  Phone Number(s): ______________________________

  Email: ________________________________________
Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.

(a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:

(i) Income Statement;
(ii) Balance Sheet; and
(iii) Statement of Cash Flows.

(b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:

(i) Income Statement;
(ii) Balance Sheet; and
(iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable.

(c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:

(i) Income Statement;
(ii) Balance Sheet;
(iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable;
(iv) Two (2) banks or other institutional lenders’ references; and
(v) Dunn and Bradstreet report for the last two (2) years.
2. Fill in the blanks below to provide a summary of all of the Proponent’s assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY ($).

Standard currency of Proponent's Financial Statements: __________________

The exchange rate used: __________ = US $___________

Most recent three (3) years:

<table>
<thead>
<tr>
<th></th>
<th>Year: 20 (Thousands)</th>
<th>Year: 20 (Thousands)</th>
<th>Year: 20 (Thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Current Liabilities</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Property &amp; Equip.</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Working Capital</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Sales/ Revenue</td>
<td>$................</td>
<td>$................</td>
<td>$ ................</td>
</tr>
<tr>
<td>Total Assets</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Total Liabilities</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Interest Charges</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Net Income</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
<tr>
<td>Net-Worth</td>
<td>$................</td>
<td>$................</td>
<td>$................</td>
</tr>
</tbody>
</table>

3. Do you plan to use or require an open line of credit for the project?  
   Yes or No.

   If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.
Declaration

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

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public’s signature and seal must be provided, together with the date of the notarial act.

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

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

Sign here if you are an individual:

Printed Name: ____________________________
Signature: ________________________________
Date: _________________, 20___

Subscribed and sworn to or affirmed by ____________________________ (name) this _____ day of ____________, 201__.

__________________________________________
Notary Public of _____________ (state)
My commission expires: ____________

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

Printed Name of Entity: ____________________________
Signature of authorized representative: ________________________________
Title: ________________________________
Date: _____________________________, 20___

Subscribed and sworn to or affirmed by ____________________________ (name), as the _______________ (title) of ________________________________ (entity name) this _____ day of ____________, 201__.

__________________________________________
Notary Public of _____________ (state)
My commission expires: ____________
FORM 5

Acknowledgment of Insurance and Bonding Requirements

I, ______________________________, on behalf of ____________________________, Proponent, acknowledge that if selected as the successful Proponent for FC-10488, ATL CUSTOMER EXPERIENCE PROGRAM. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

Proponent 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. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

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

Dated this _________ day of _____________________, 201_.

<table>
<thead>
<tr>
<th>Corporate Proponent:</th>
<th>Non-Corporate Proponent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert Corporate Name]</td>
<td>[Insert Proponent Name]</td>
</tr>
<tr>
<td>______________________________</td>
<td>______________________________</td>
</tr>
<tr>
<td>By: ______________________________</td>
<td>By: ______________________________</td>
</tr>
<tr>
<td>Print Name: ______________________________</td>
<td>Print Name: ______________________________</td>
</tr>
<tr>
<td>Title: ______________________________</td>
<td>Title: ______________________________</td>
</tr>
<tr>
<td>Corporate Secretary/Assistant Secretary (Seal)</td>
<td>Notary Public (Seal)</td>
</tr>
<tr>
<td></td>
<td>My Commission Expires: ____________</td>
</tr>
</tbody>
</table>
FORM 7

Acknowledgment of Addenda

Each Respondent 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-10488, ATL CUSTOMER EXPERIENCE PROGRAM at H-JAIA:

☐ None (Check if None)
1. ______;
2. ______;
3. ______;
4. ______; and
5. ______.

Dated the ______ day of __________________, 20__.

Corporate Proponent: [Insert Corporate Name]

______________________________

By: ____________________________

Name: __________________________

Title: ___________________________

______________________________

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent: [Insert Proponent Name]

______________________________

By: ____________________________

Name: __________________________

Title: ___________________________

______________________________

Notary Public (Seal)
My Commission Expires:
The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent 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 Proponent’s team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Agreement included in this RFP.

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION/TITLE</th>
<th>MAILING ADDRESS</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
FORM 9

Referral List

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent’s performance ability and credibility in a particular industry or trade.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address</td>
</tr>
<tr>
<td></td>
<td>City, State, Zip</td>
</tr>
<tr>
<td></td>
<td>Phone</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
</tr>
</tbody>
</table>

Project Title: __________________________

Contact Person: __________________________

Direct Telephone: __________________________

Email Address: __________________________

Date(s) of Project: __________________________

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent’s Role and Responsibilities:

Current Completion Status: __________________________

(Use the Same Format to Provide the Additional References)
PART 5: SERVICE AGREEMENT
SERVICE AGREEMENT

ATL CUSTOMER EXPERIENCE PROGRAM

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Atlanta, Georgia

Landlord: City of Atlanta

Service Provider: ______________________

Contract No. FC-10488
This Services Agreement ("Agreement") is entered into and effective on and as of _______________ ("Effective Date") by and between the City of Atlanta ("City") and the __________________ ("Service Provider"). The City and Service Provider are collectively referred to herein as the “Parties” and each, individually, as a “Party.”

<table>
<thead>
<tr>
<th>Contract Name: ATL CUSTOMER EXPERIENCE PROGRAM</th>
<th>Contract No: FC-10488</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider:</td>
<td>City: CITY OF ATLANTA, GEORGIA</td>
</tr>
<tr>
<td>Name:</td>
<td>Using Agency: Department of Aviation</td>
</tr>
<tr>
<td>Address:</td>
<td>Address: Hartsfield-Jackson Atlanta International Airport 6000 North Terminal Parkway P.O. Box 20599 Atlanta, Georgia 30320</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td>Authorized Representative:</td>
</tr>
</tbody>
</table>

1. **Background and Permitted Uses.**

   1.1 City desires to obtain from Service Provider and Service Provider desires to provide the Services (as hereinafter defined) in accordance with the terms and conditions contained or incorporated herein.

   1.2 **Permitted Uses.** Service Provider acknowledges and agrees that (a) none of vehicles used to perform the Services may be used for any other transportation purposes outside the Services, and (b) it may not transact any other business (other than the Services) from the Facilities, without the Aviation General Manager’s prior written consent, which may be granted or denied in his/her sole discretion.

2. **Term.**

   2.1 **Term.** The term of this Agreement is three (3) years and shall commence on the Effective Date and end on [_______] ("Initial Term"). The Initial Term as the same may be extended by any extensions or renewals is hereinafter referred to as the “Term.”
2.2 Renewal Option. The Agreement shall be subject to two (2) two-year renewal options to be exercised at the sole discretion of the City. Each renewal option may be exercised by the City giving Service Provider written notice at least sixty (60) days prior to the expiration of the then current Term. City has the right to exercise its renewal option one at a time, if authorized by City Council, or collectively at any time during the Term. Service Provider acknowledges and agrees that it may not provide any of the Services after the expiration or earlier termination of this Agreement without the written consent of the Aviation General Manager.

3. Interpretation. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents, including, but not limited to, Exhibit C (Definitions).

4. Authorization. This Agreement is authorized by legislation adopted by City which is attached as Exhibit B (City Council Resolution).

5. Scope of Services.

5.1 Description of Services. Service Provider agrees to provide all of the services set forth in the scope of services attached hereto as Exhibit A ("Service(s)") and incorporated herein by this reference. If any Services to be performed are not specifically set forth herein or in Exhibit A; but are reasonably necessary to accomplish the purpose of this Agreement, then the parties agree that such services will be deemed to be implied in the Services to the same extent as if specifically described in Exhibit A. Service Provider must operate its business at the Airport uninterrupted, throughout the Term, including renewals, and provide all of the Services. Service Provider must post its schedule of operation on each Facility (and on Service Provider’s internet web page) in a format approved by the Aviation General Manager.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Employees (as hereinafter defined) required for the proper performance of Services shall be furnished by and be under the sole direction and control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in a professional and manner.

5.3 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of all or any portion of the Services for any amount of time. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, immediately (a) discontinue suspended Services on the date and to the extent specified in the notice, (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, (c) cease advertising to the public as a provider of the suspended Service(s) and (d) take any other reasonable steps to minimize costs associated with the suspension.

5.5 Customer Service. Service Provider must also comply with Customer Service Standards established by the Aviation General Manager (see Exhibit G), as the same may be modified from time to time.
5.6 **Prohibition of Solicitation.** Service Provider is strictly prohibited from engaging in any activities outside the Facilities on Airport property at any time for the recruitment or solicitation of business. Service Provider may not place or install any carts, kiosks, inline store, racks, stands, and display merchandise or trade fixtures outside the boundaries of the Facilities without the express written consent of the Aviation General Manager. Failure to adhere to this provision of the Agreement is deemed a material breach which, may result in suspension or termination of all or any portion of this Agreement in addition to any other remedies available to City in this Agreement, at law or in equity.

5.7 **Investigation Reports.** Service Provider must, if required in writing by the Aviation General Manager, employ, at its own cost and expense, an investigative organization approved by the Aviation General Manager for the purpose of conducting an audit investigation and preparing a written report on the carrying out of any revenue control and operational techniques being used by the Service Provider. Service Provider must cause such audit investigation to be made at reasonable times and in the manner set forth in the Aviation General Manager’s written directive to Service Provider, and the investigator must deliver to the Aviation General Manager a true and complete written copy of any such report made to Service Provider within the timeframe designated by the Aviation General Manager.

5.8 **Customer Assurance Quality Assurance and Mystery Shopper Standards.** The Department of Aviation’s mission is to operate the world’s best airport by exceeding customer expectations. Service Provider acknowledges and agrees to deliver best in class customer service experience for the public. Service Provider will undergo scheduled and unscheduled monthly quality assurance audits by DOA or its agents in order to ensure optimal customer service performance. Basic standards of customer service include and are not limited to the following: promptly greeting the customer with a smile; making eye contact; being friendly and knowledgeable about the Airport; listening and responding politely; and thanking the customer with a smile. In addition, the Service Provider must understand and agree that its operation at the Airport necessitates the rendering of the following passenger services: offering passenger directions and assistance.

The DOA requires Service Provider and its staff to attend customer service training and all other such classes at the Service Provider’s expense, and/or as directed by the Aviation General Manager or his or her designee. All training as provided by the Service Provider to its employees must comply with the Airport’s compliance standards of customer service. The cost associated with such additional training is the sole responsibility of Service Provider.

A high quality and stable work force is key to providing outstanding customer service. The City is seeking organizations that are “employers of choice.” Service Provider is expected to maintain a positive work environment that encourages the development and growth of all employees. Service Provider is expected to maintain favorable turnover rates compared to like businesses in the industry. Failure to do so may result in non-renewal or termination of this Agreement. Service Provider’s staff must be aware of the time sensitive nature of Airport patrons. All of Service Provider’s employees shall be prompt courteous and helpful to the public.
6. **Service Provider’s Obligations.**

6.1 **Service Provider Employees.** Service Provider shall be responsible, at its sole cost and expense, for all recruiting, hiring, training, educating and orienting of all Service Provider Employees.

6.2 **Service Provider Authorized Representative.** Service Provider designates the Service Provider Authorized Representative named on page one (1) of this Agreement (“Service Provider Authorized Representative”) and, such Person shall: (a) be an employee within Service Provider’s organization, with the information, authority and resources available to properly coordinate Service Provider’s responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 **Service Provider Employee Qualifications.** Upon City’s reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Employees.

6.4 **Removal of Employees Assigned to City Contract.** Within a reasonable period, but not later than seven (7) days after Service Provider’s receipt of notice from City that the continued assignment to the City Contract of any Service Provider Employees is not in the best interests of City may create a conflict of interest (in the City’s sole determination), Service Provider shall remove such Service Provider Employee(s) from City’s Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Employees. In addition, Service Provider agrees to remove from City’s Contract any Service Provider Employees who have engaged in willful misconduct or have committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 **Subcontracting.** Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with any Third Party to assign, delegate, license subcontract or grant the right to perform any Services without the prior written approval of Aviation General Manager, which the Aviation General Manager may grant, withhold or condition such approval in his/her sole discretion. If Service Provider subcontracts any of the Services (after having first obtained Aviation General Manager’s prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subproponents; (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment of any subproponents. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Service Provider subcontract, license, assign or otherwise transfer all or any portion of this Agreement (or any of the Services) to any individual or entity that provides oversight and/or management of any of the Airport’s commercial ground transportation operations (e.g., passenger assistance, vehicle dispatching, vehicular and pedestrian traffic control to include vehicle congestion mitigation and crowd control).
6.6 **Key Service Provider Employees.**

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

___________________________________________;

___________________________________________; and

___________________________________________.

6.6.2 Service Provider shall not transfer, reassign, or replace any Service Provider Key Employees during the term of this Agreement without prior written approval from City.

6.7 **Conflicts of Interest.** Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement whether or not the City has identified such conflict of interest. The City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest, which may include termination of this Agreement or the suspension of Services. Further, a conflict of interest exists if the Service Provider commits staff, vehicles, equipment or other resources to provide services to another person or entity in such a manner as to be incapable of performing the Scope of Services under this Agreement.

6.8 **Commercial Activities.** Neither Service Provider nor any Service Provider Employees shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

6.9 **Airport Security Requirements.** Service Provider shall comply, at its own expense, with TSA and the City’s security requirements. Service Provider shall cooperate with TSA and the City on all security matters and shall promptly comply with any project security arrangements established by City. Compliance with such security requirements shall not relieve Service Provider of its responsibility for maintaining proper security nor shall it be construed as limiting in any manner Service Provider’s obligation with respect to federal, state, and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around any of its Facilities and throughout the Airport. Additional Airport security information is available on the Airport’s Security website: [www.atlanta-airport/business/security](http://www.atlanta-airport/business/security). See also the attached Exhibit F (Airport Access, Security and Safety Measures).

7. **Illegal Immigration Reform and Enforcement Act.** This Agreement is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to Act, the Proponent must actively participate in the E-Verify Program established by the United States Department of Homeland Security to verify the work authorization status of Service Provider’s employees for the duration of this Agreement. For the entire Term of this Agreement, the Service Provider must
comply with the Act (O.C.G.A. 13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Service Provider’s subproponents and sub-subproponents demonstrating their participation in the E-Verify Program for the duration of their contract with the Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Service Provider’s subproponents and sub-subproponents that perform all or part of the Services in this Agreement. See Appendix B (Illegal Immigration Reform & Enforcement Act Affidavits).

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Proponent is responsible to independently apprise itself of and comply with the requirements of the Act and to assess its effect on City contracts and its participation in those contracts. For additional information on the E-Verify program or to enroll in the program, go to https://e-verify.uscis.gov/enroll.

8. **CITY POLICIES; AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) BUSINESS PARTICIPATION AND NON-DISCRIMINATION PROVISIONS.**

8.1 **City’s Required Policies.** Service Provider acknowledges that Service Provider has reviewed, is familiar with and agrees to comply with each of the following:

8.1.1 **DBE Policy.** The City’s Disadvantaged Business Enterprise Policy attached as Appendix A and incorporated herein by this reference, as the same may be amended from time to time by the City, Georgia Department of Transportation or US Department of Transportation (“USDOT”). In addition to its compliance with the ACDBE Policy, Service Provider shall work in good faith with the City’s Office of Contract Compliance (“OCC”) (and any other federal, state or local governmental or quasi-governmental agency) to maximize opportunities in the utilization of certified DBE firms during the Term of this Agreement. Any submittals provided by Service Provider to the OCC prior or subsequent to the execution of this Agreement related to the utilization of such firms are incorporated herein by this reference.


8.1.3 **Non-Discrimination Policy.** The City’s Business Non-Discrimination Policy is set forth as Code Sections 2-1358 and 2-1387 and Appendix A.

8.1.4 **Atlanta Workforce Policy.** The City’s Atlanta Workforce Agency/First Source Jobs Policy and Agreement as set forth in Code Section 2-1655 and Appendix A.

8.1.5 **Ethics Policy.** The City’s Ethics in Public Contracting Policy as set forth in Code Sections 2-1481 through 2-1490.

8.1.6 **Conflicts of Interest Policy.** The City’s Conflicts of Interest Policy as set forth in Code Section 2-1482.
8.1.7 **Predatory Lending Policy.** The City’s Prohibition against Predatory Lending as set forth in Code Section 2-1213, which states:

By signing below, the Proponent, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Proponent an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Proponent, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Proponent.

8.1.8 **Sustainability Policy.** The City’s Green Initiatives (Atlanta Sustainable Building Ordinance (ASBO)).

8.1.9 **Anti-Kickback Policy.** The City’s prohibition against kickbacks and gratuities as set forth in Code Section 2-1484(d), which states:

The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

(a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(c) It is also unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subproponent under a contract to the prime
proponent or higher tier subproponent or any person associated therewith as an inducement for the award of a subcontract or order.

8.2 Non-discrimination Certificates. By the execution of this Agreement, Service Provider certifies as follows:

The services covered by this Agreement will not discriminate in any way in connection with this Agreement against any employee or applicant for employment because of race, color, religion, sex, national original or physical handicap, and Service Provider will take affirmative action to ensure that applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, national origin or physical handicap. Service Provider shall state in all advertisements and solicitations that it is an equal employment opportunity employer.

8.3 USDOT Non-discrimination Ordinance. This Agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR part 23, subpart F. Service Provider agrees that it will not discriminate against any business owner because of the owner’s race, color, religion, national origin, sex or physical handicap in connection with the award or performance of any agreement covered by 49 CFR part 23, subpart F. Service Provider agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements.

8.4 Public Use and Federal Grants.

8.4.1 To the best of Service Provider’s knowledge, the physical locations/booths made available for Service Provider’s use are subject to the terms of those certain sponsor’s assurances made to guarantee the public use of the Airport as incidental to grant agreements between City of Atlanta and the United States of America, as amended. City and Service Provider represent that none of the provisions of this Agreement violate any of the provisions of the Sponsor’s Assurance Agreement.

8.4.2 It is further covenanted and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

8.4.3 Service Provider for itself, its subproponents, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over, or under physical locations/booths made available for Service Provider’s use and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) Service Provider shall use the physical locations/booths made available for Service Provider’s use in
compliance with all other requirements imposed by or pursuant to the Code of Federal Regulations for the Department of Transportation at Title 49, Subtitle A, Office of the Secretary of Transportation, Part 21, titled “Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964”, and as said regulations may be amended; and (4) in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement thereon, and hold the same as if this Agreement had never been made or issued. Provision (4) shall not be effective until the procedures of 49 CFR Subtitle A, Part 21 are followed and completed, including the exercise or expiration of appeal rights.

9. **City's Authorized Representative.**

9.1 **Designation and Authority.** City designates the City Authorized Representative(s) named on page 1 of this Agreement (“City Authorized Representative”) who shall: (a) serve as primary interface and the primary point(s) of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

9.2 **City’s Right to Review and Reject.** Any Work Product, Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative’s sole opinion, the Work Product, Service, document, or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical, or unsuited in any way for the purposes for which the Work Product, Service, document, or item is intended or is deemed unsuitable for City purposes by the City Authorized Representative. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

10. **Service Fees and Payment Procedures.**

10.1 **General.** City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider’s provision of the Services. Service Provider reimbursable expenses and other compensable items under this Agreement are set forth on Exhibit A.

10.2 **Invoices.** Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with Exhibit A. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on Exhibit A, Service Provider shall invoice City monthly for Services rendered.

10.3 **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on Exhibit A, all undisputed Charges on an invoice
properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

10.4 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

10.5 **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

10.6 **Payment of Other Persons.** Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subproponents, material men, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

10.7 **No charges for service.** Service provider and City acknowledge that the ground transportation services provided from Service Provider to Airport patrons is provided free of charge and that Service Provider shall be foreclosed from seeking any additional compensation from the public serviced hereunder.

10.8 **No Tipping.** Service Provider acknowledges and agrees that it shall not accept or allow any of its Employees, proponents, subproponents, licensees or sublicensees, to accept tips or other gratuity for rendering the Services under this Agreement.

10.9 **Taxes and Liens.** Service Provider is liable for all taxes levied or assessed against any of Service Provider’s personal property, fixtures, furniture or equipment as well as any sales, use or ad valorem taxes. Service Provider agrees not to permit or suffer any liens to be imposed on any Airport property. Service Provider is responsible for payment of such Taxes to the appropriate government authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

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

11.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement and within the State of Georgia, and the execution and delivery of this
Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

11.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the best industry standards and the professional standards used in well managed operations similar to the Services.

11.3 Materials and Equipment. Any equipment or materials provided or used by Service Provider shall be of merchantable quality and fit for the purposes for which they are intended. Further, Service Provider shall maintain any equipment or materials provided or used by Service Provider in good working order, in compliance with the best industry practices, all Applicable Laws (including, without limitation, the Georgia Department of Public Safety) and the Scope of Services, including, without limitation, Section IV(e) thereof.

11.4 Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party’s intellectual property rights or privacy, publicity or other rights.

This Agreement does not confer a license to Service Provider, its subproponents, assigns or affiliated entities, to use any of the City’s intellectual property, including any of the City’s logos, designs, and copyrighted publications. Service Provider shall not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Aviation General Manager’s prior written consent.

12. Compliance with Laws and Regulations; Licenses and Permits.

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

12.2 City’s Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to City’s EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

12.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.
13. **Confidential Information.**

13.1 **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party’s obligation to preserve the confidentiality of the other Party’s Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Service Provider acknowledges and agrees to treat any information that may be deemed Sensitive Security Information by the Department of Homeland Security as Confidential Information or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any such trade secret information to City. Except as set forth in Section 13.2, each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

13.2 **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty-six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must (at its sole expense): (a) seek a protective order preventing such disclosure; or (b) intervene in such action compelling disclosure, as appropriate.

13.3 **Georgia Open Records Act.** The provisions above notwithstanding, 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.].”

14. **Work Product.**

14.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its proponents exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Service Provider’s or its
proponents’ works of authorship comprised within the Work Product (whether created alone or in concert with City or a Third Party) shall be deemed to be “works made for hire” and made in the course of rendering Services and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its proponents grant the City a non-exclusive, perpetual, worldwide, paid-in-full, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

14.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in and to the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to the City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants the City (during the term of such rights) an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

14.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

14.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Employees may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

14.5 Without any additional cost to City, Service Provider Employees shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider’s name, with the same force and effect as if performed by Service Provider.

15. **Audit and Inspection Rights.**

15.1 **General.**

15.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Employees and to Service Provider owned Facilities (including, its off Airport facilities required by the Scope of Services attached hereto) for the purpose of performing audits and inspections of Service Provider, Service Provider Employees and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may
be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider’s performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to the City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

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

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

15.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall immediately refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

15.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City’s records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City’s policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

16. Indemnification by Service Provider.

16.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, the “City Indemnitees”) harmless from any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

16.1.1 Service Provider’s or Service Provider Employees’ performance, non-performance or breach of this Agreement;

16.1.2 compensation or benefits of any kind, by or on behalf of Service Provider Employees, or any subproponent, claiming an employment or other relationship with Service Provider or such subproponent (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Employees or subproponent);
16.1.3 any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Employees, to the extent such claim is based on the act or omission of Service Provider, Service Provider’s Employees or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider;

16.1.4 death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

16.1.5 damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the act or omission of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

16.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold the City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider (or any Service Provider agent, proponent, subproponent or representative), or City’s use thereof (or access or other rights thereto) in connection with the Services. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider’s reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City’s preference in such event, either: (a) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (b) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (c) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (d) create a feasible workaround that would not have any adverse impact on City.

17.

18. Limitation of City’s Liability.

18.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL SERVICE FEES ACTUALLY PAIRED DURING THEN CURRENT YEAR UNDER THE AGREEMENT. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO SERVICE PROVIDER FOR ANY
LOSS(ES), DAMAGE(S) OR EXPENSE(S) THAT SERVICE PROVIDER MAY SUSTAIN OR INCUR IF EITHER THE QUANTITY OR CHARACTER OF ANY SERVICES TO BE PROVIDED BY CITY IS CHANGED OR IS NO LONGER AVAILABLE OR IS NO LONGER SUITABLE FOR SERVICE PROVIDER’S REQUIREMENTS. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO SERVICE PROVIDER FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) ARISING OUT OF, RESULTING FROM, RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, ACTS OF TERRORISM, INCLUDING, BUT NOT LIMITED TO, LOSS(ES), DAMAGE(S) OR EXPENSE(S) SUSTAINED OR INCURRED BY SERVICE PROVIDER AS A RESULT OF:

(a) A CHANGE IN THE AIRPORT’S OR SERVICE PROVIDER’S BUSINESS RESULTING FROM SUCH TERRORIST ACTS;

(b) THE ENACTMENT OF LAWS RESPONDING TO OR CONCERNING SUCH TERRORIST ACTS; OR

(c) ANY OTHER DETRIMENTAL EFFECT UPON SERVICE PROVIDER OR ITS BUSINESS RESULTING FROM SUCH TERRORIST ACTS.

18.2 Exceptions to Limitations. The limitations set forth in section 18.1 shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of the City’s intellectual property rights; (c) any breach of Section 13 herein; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

19. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth in Exhibit D. Service Provider further agrees that its obligation to indemnify and hold harmless the City Indemnitees will not be limited to the limits or terms of Service Provider’s liability insurance, if any, required under this Agreement.

20. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

21. Termination.

21.1 Events of Default. Service Provider shall be in default under the terms of this Agreement if Service Provider:
(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) becomes insolvent or seeks the benefit of any present or future insolvency statute, makes an assignment for the benefit of any creditor, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of any of its assets;

(c) files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, or is involved in an involuntary bankruptcy filing that is not dismissed within sixty (60) days after filing;

(d) ceases to provide the Services without the written consent of the Aviation General Manager;

(e) fails to comply with the requirements set forth in Exhibit D;

(f) fails to keep, perform or observe any term, covenant or condition set forth in this Agreement;

(g) intentionally or willfully misrepresents any material fact to the City;

(h) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(i) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider’s performance; or

(j) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider’s obligations under this Agreement or is in violation of any City Ethics Ordinances.

21.3 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled “Termination by City for Cause,” Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled “Termination by City for Convenience.”

21.4 Termination by City for Insolvency. City may terminate this Agreement
immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

21.5 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider’s sole remedy and City’s sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

21.6 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

21.7 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.
22. **Dispute Resolution.**

22.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

22.2 **Applicable Law.** The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

22.3 **Jurisdiction and Venue.** The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

24. **Surrender of Facilities.**

24.1 Service Provider must yield and deliver peaceably to City possession of the Facilities and all Service Provider improvements in good condition, reasonable wear and tear accepted, upon the expiration or earlier termination of this Agreement.

24.2 Service Provider must remove Service Provider’s signs and trade fixtures from the Facilities and must surrender the Facilities in clean and presentable condition. City will retain Service Provider’s Performance and Payment Bond(s) or other securities required under Exhibit D until such time as all conditions of this Agreement have been satisfied, all keys (if any) to the Facilities are delivered to the Aviation General Manager by Service Provider, the Aviation General Manager determines that the Facilities are clean and in good repair and the applicable period for filing liens or other claims has passed. Service Provider will be liable to City for City’s costs for storing, removing and disposing of any alterations or Service Provider’s personal property, and of restoration of the Facilities.

25. **General.**

25.1 **Notices.** Any notices required or permitted by this Agreement shall be in writing and sent to the respective Party at the address on page one (1) of this Agreement, and if to the City, a copy to the Ground Transportation Manager at 6000 North Terminal Parkway, Atrium Suite 4000, Atlanta, Georgia, 30320, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of
mailing by United States certified mail, return receipt requested with all postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

25.2 **Waiver.** Any waiver by either Party or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a continuing waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment, or waiver of this Agreement will be binding on City unless executed in writing by the City’s Authorized Representative.

25.3 **Assignment.** Neither this Agreement, nor any rights or obligations under it, may be assigned, encumbered, licensed or subcontracted in any manner by Service Provider without the prior written consent of the Aviation General Manager, and any attempt to do so without such written consent shall be void *ab initio*.

25.4 **Publicity.** Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of the Aviation General Manager.

25.5 **Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Agreement shall not be affected and shall continue to be enforceable to the greatest extent under Applicable Law.

25.6 **Further Assurances.** Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary to give effect to this Agreement.

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

25.8 **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

25.9 **Independent Proponent.** Service Provider is an independent proponent of the City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.
25.10 Third-Party Beneficiaries. This Agreement is not intended, expressly or implicitly, and the parties agree that it does not confer to any other Person any rights, benefits, remedies, obligations or liabilities.

25.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

25.12 Entire Agreement. The Contract Documents contain the entire Agreement of the parties relating to the subject matter hereof and supersedes all previous communications, representations, or agreements (oral or written) between the parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each party’s authorized representative and each such writing shall be deemed to incorporate all of the Contract Documents, except to the extent that City is authorized under this Agreement or Applicable Law to issue unilateral change documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

25.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City’s Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City’s ability to assume contractual obligations and the consequences of Service Provider’s provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City’s Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

25.13 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

25.14 Exhibits and Attachments. All exhibits, appendices, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes.
25.15 **Time of the Essence**: Time is of the essence with regard to each provision of this Agreement.

25.16 **Evidence of Authority**. If Service Provider is other than a natural person, Service Provider shall deliver to City such legal documentation as City may request to evidence the authority of those signing this Agreement to bind Service Provider.

25.17 **Drug-Free Workplace Policy**. Service Provider acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City property or in the performance of any of the Services.

25.18 **Delegation of Authority**. Any act(s), whether discretionary or ministerial, that the Aviation General Manager is authorized or required to perform under this Agreement may be performed by such person(s) as the Aviation General Manager shall designate in writing to perform such act(s).

25.19 **Award and Execution of Agreement**. The award and execution of this Agreement by the City is authorized by Resolution No. _____________, which was adopted by City’s Council on ________________, 2018, and approved by City’s Mayor on ________________, 2018, a copy of which is attached to this Agreement as Exhibit B. This Agreement will not become binding on City and City will incur no liability under it until it has been duly executed by Service Provider, returned to City with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by City Attorney as to form and delivered to Service Provider.

25.21 **Attorneys’ Fees**. If City should bring any action under this Agreement or consult or place this Agreement, or any amount payable to City pursuant to this Agreement, with an attorney concerning or for enforcement of any of City’s rights hereunder, then Service Provider agrees in each and any such case to pay to City all costs, including, but not limited to, court costs and reasonable attorneys’ fees, incurred by City in connection therewith.

25.24 **Applicability of Code Provisions**. All terms of this Agreement shall be governed by and shall be subject to all the provisions of the Code of Ordinances of City of Atlanta, Georgia, now and as may be amended from time to time.

25.25 **Georgia Open Records Act**. Information provided to the City is subject to disclosure under the Georgia Open Records Act, as amended from time to time (“GORDA”). 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.].

[SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
SERVICE PROVIDER:

__________________________________
By: ________________________________
Name: ______________________________
Title: ______________________________

ATTEST:

By: ________________________________
Name: ______________________________
Title: Secretary/Assistant Secretary (SEAL)

CITY:

______________________________
Mayor

______________________________
Municipal Clerk (SEAL)

APPROVED:

______________________________
Chief Procurement Officer

______________________________
Aviation General Manager

APPROVED AS TO FORM:

______________________________
Senior Assistant City Attorney
EXHIBIT A: SCOPE OF SERVICES
EXHIBIT A
SCOPE OF SERVICES

Scope:

JUSTIFICATION FOR THE PROJECT

Hartsfield Jackson Atlanta International Airport’s goal is to be the global leader in airport customer service with robust customer experience programs. These programs include Customer Service Representatives (CXR), CXR Supervisors, Operations Assistants and Volunteer Program Assistants who provide assistance throughout the Airport at the Information Desk, Train Stations throughout the Transportation Mall, the Security Checkpoints, the ATLNext project and other locations deemed necessary by Airport Operations Staff.

The goal of the Customer Experience Program is to be the cornerstone of ATL’s vision: to be the global leader in airport efficiency and customer service excellence. This program aims to achieve this by doing the following:

- Recruiting and Hiring with a focus on meeting a defined set of customer service attributes that deliver excellent customer service and provide personable, pleasing, memorable, interactions (PPMI’s);
- Enhance the passenger experience while aiding the airport in increasing its non-aeronautical revenues;
- Maintain a high level of volunteers to enhance the customer experience;
- Being familiar with and incorporating the Airport Service Quality (ASQ) measures in our daily operations;
- Provide consistent feedback to team members and partner tenants;
- Consistently measure customer satisfaction at every touchpoint;
- Being the leader of the Americans with Disabilities Act (ADA) and Title VI compliance;
- Ensure real-time situational awareness of customer experience through in-person interactions, digital interactions (Social Media etc.), and voice of the customer programs;
- Enhance customer service by providing passengers with accurate information and;
- Provide consultancy on innovative ways to continually improve.
Approach and Methodology

The successful proponent shall provide Customer Experience Representatives (CXR) - to include but not limited to Customer Experience/Guest Service Representatives, Volunteers, Social Media Coordinators, and Call Center Representatives within Hartsfield-Jackson Atlanta International Airport (ATL) referred to as the "the Facilities" and individually as "the Facility") including labor, supervision, uniforms, equipment, maintenance, technology, material and supplies, and do all other things necessary or proper therefor or incidental thereto, all in strict accordance with the provisions of this request.

The Services to be provided include, but are not limited to, providing customers with airport and ground transportation information, as well as providing special assistance to customers navigating the Facility. Concurrently, personnel will assist the DOA in revenue generation and maintaining a high standard for airport wide cleanliness. The Proponent shall provide personnel at all Facilities as required.

The Proponent's staff shall also assist ATL in the event of emergencies as deemed necessary by the Department of Aviation (DOA), and coordinate activity with Facility personnel when appropriate.

The proponent shall deliver services of the highest standards and must be able to handle the high volume of passenger traffic found at the Airport.

Mission Statement

Upon Commencement of Contract and throughout the Base Term and Option Period if exercised, the Contractor shall develop and establish a mission statement consistent with the DOA Mission Statement found on the www.atl.com website for the operation and management of the Customer Experience Services, which shall be subject to the continuing approval of the Airport Manager. Within thirty (30) days of the Commencement Date, the Contractor shall, at its expense, post its mission statement in its airport offices location including employee spaces. Contractor's personnel who interface with the public are expected to be able to explain, upon request, how the mission statement impacts their respective jobs.

Requirements, Training, Staffing, and Scheduling

Proponent shall have expertise in training, staffing and scheduling plan to cover the requirements of the customer experience plan.
**CXR Requirements**

CXRs shall require certain basic skills to perform any of the required work. CXRs shall be required to read and understand boarding cards, flight itineraries, and airline/airport codes as well as lift and relocate stanchions as required. The CXRs shall be required to confirm passenger’s need and right of entry or exit to and from controlled and restricted areas of Hartfield Jackson International Airport, as well as having a strong understanding of security regulations for the mixing of passenger segments. CXRs shall also be required to guide passengers through automated systems thus requiring basic technical skills.

The Proponent and its staff shall also be knowledgeable in Airport Service Quality (ASQ) measures thus aligning themselves with the expectations of ATL. The Proponent shall ensure that they actively participate in the “ONEATL” program, which shall provide baseline customer service expectations and behaviors for staff at ATL. The Proponent acknowledges that its personnel, including without limitation CXRs, must possess superior communication skills in both English and any other required languages as specified under Title VI requirements required for communicating with the traveling public to perform the Services.

The Proponent shall ensure that:

1. That all staff is fluent in English and grammar.
2. Sufficient numbers of their daily staff (CXR) who engage with the traveling public in performing the services are fluent in languages as specified under the requirements of Title VI.

Upon request of the DOA, the Proponent shall provide the procedures and information about its training programs. The Proponent shall promptly comply with all requests by the DOA to amend, change or implement new procedures and/or training for the Proponent's personnel relating to the language matters set out above at the Proponent's cost.

All CXRs shall be required to accept the physical demands of standing for prolonged periods during their shift and be able to lift and relocate stanchions as required in order to effectively manage and adjust queues.

**Minimum Level of Service - General**

As described herein, the Proponent is responsible for the queue management, access control, wayfinding, social media engagement, general customer engagement, information sharing, assisting in revenue generation, expense alleviation and offering support to passengers through automated systems. The Proponent shall comply with the following minimum requirements:

1. The Proponent shall redesign and continuously review workflow processes to reduce manpower reliance and achieve improved consistency and operational efficiencies.
2. All services shall be provided for the hours of operation and prescribed hours as outlined in the Scope of Work and as agreed upon with the DOA. Please note that the DOA reserves the right to amend the scope of services as required during the term of the contract.

3. The scope of services or prescribed hours may be reduced or increased during the term of the contract. The Proponent shall amend pricing as the scope is removed or increased.

4. Maintain sufficient qualified personnel in the facilities to meet the terms and conditions as outlined in the Scope of Work.

5. Ensure that the CXRs in performing the Services communicate in English or the customers preferred language as described above under the heading "Approach and Methodology".

6. Maintain a high level of customer service.

7. Establish and maintain a single chain of command for its employees, sub proponents, and their employees, which are deemed satisfactory by the DOA.

8. Consistently and continually demonstrates and supports the DOA strategic priorities, goals and values as outlined on the ATL website www.atl.com
EXHIBIT A.1: COST PROPOSAL
<table>
<thead>
<tr>
<th>ANTICIPATED OPERATING COST</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LABOR</strong></td>
<td></td>
</tr>
<tr>
<td>Personnel (Payroll)</td>
<td></td>
</tr>
<tr>
<td>Benefits (Sick Days, Vacation Days, Health Insurance, Holiday Pay)</td>
<td></td>
</tr>
<tr>
<td>Automated Time Recording Systems &amp; Direct Deposit</td>
<td></td>
</tr>
<tr>
<td><strong>TRANSPORTATION</strong></td>
<td></td>
</tr>
<tr>
<td>MARTA Cards</td>
<td></td>
</tr>
<tr>
<td>Parking</td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
</tr>
<tr>
<td><strong>UNIFORMS</strong></td>
<td></td>
</tr>
<tr>
<td>Dress Shirts - Men</td>
<td></td>
</tr>
<tr>
<td>Ladies Blouses</td>
<td></td>
</tr>
<tr>
<td>Vests</td>
<td></td>
</tr>
<tr>
<td>Sweaters</td>
<td></td>
</tr>
<tr>
<td>Ties</td>
<td></td>
</tr>
<tr>
<td>Scarves</td>
<td></td>
</tr>
<tr>
<td>Seasonal Outerwear</td>
<td></td>
</tr>
<tr>
<td>NameTags / other</td>
<td></td>
</tr>
<tr>
<td><strong>SECURITY</strong></td>
<td></td>
</tr>
<tr>
<td>Fingerprinting / Criminal History Check</td>
<td></td>
</tr>
<tr>
<td>Badging</td>
<td></td>
</tr>
<tr>
<td><strong>PRE-EMPLOYMENT EXPENSES</strong></td>
<td></td>
</tr>
<tr>
<td>Local Personnel Recruiting &amp; Advertising</td>
<td></td>
</tr>
<tr>
<td>Drug Testing</td>
<td></td>
</tr>
<tr>
<td>Customer Service Testing</td>
<td></td>
</tr>
<tr>
<td>Qualtv Customer Service Training</td>
<td></td>
</tr>
<tr>
<td><strong>TRAINING</strong></td>
<td></td>
</tr>
<tr>
<td>Materials</td>
<td></td>
</tr>
<tr>
<td>Printing costs</td>
<td></td>
</tr>
<tr>
<td>Local Seminars</td>
<td></td>
</tr>
<tr>
<td><strong>RECOGNITION PROGRAM</strong></td>
<td></td>
</tr>
<tr>
<td>Incentive Awards</td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
</tr>
<tr>
<td><strong>ADMINISTRATIVE COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>Subcontracting Fees</td>
<td></td>
</tr>
<tr>
<td><strong>REQUIRED INSURANCE COSTS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ELECTRONIC DEVICES (Cell Phones, Blackberries, etc)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>MAINTENANCE MATERIALS (Small Equipment, On-Site Supplies)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>START-UP &amp; TRANSITION COST (First Year Only)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>MISCELLANEOUS COSTS</strong></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Management Fee</th>
<th>Mgt Fee Markup</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewal 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Renewal 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 7</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Contract $ ________________

Contractor Name _____________________________________________________________
EXHIBIT B: CITY COUNCIL RESOLUTION (RESERVED)
EXHIBIT C: DEFINITIONS
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, 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.
EXHIBIT D: INSURANCE & BONDING REQUIREMENTS
A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Service Providers. To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the Agreement. For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Atlanta, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bonds in the name of Service Provider’s entity or partnership as the primary insured.

2. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best’s Key Rating Guide - Property-Casualty. Upon request, the Service Provider must submit the ratings for each company to the City.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:
i) Best's Rating not less than A-;
ii) Best's Financial Size Category not less than Class VII;
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
iv) All performance and payment bonds must be underwritten by a surety company authorized by law to do business in the State of Georgia pursuant to a current certificate of authority to transact surety business by the Georgia Commissioner of Insurance or be listed in the latest issue of U.S. Department of Treasury Circular 570 of the Federal Register.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Service Provider’s failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider’s obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the Agreement will not be construed to conflict with or limit Service Provider’s indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Service Provider must notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission within two (2) business days of receipt of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Exhibit D (including any attachments thereto) concerning proposed cancellation, or termination of coverage or security:

   Enterprise Risk Management
   68 Mitchell St., Suite 9100
   Atlanta, GA 30303
   Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.
Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. **Agent Acting as Authorized Representative**

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. **Certificate Holder**

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

8. **Additional Insured Endorsements – Form CG 20 26 07 04 or Equivalent**

City must be covered as an **Additional Insured**, as its interest may appear, under any and all insurance required pursuant to this Agreement. Additional insured status must extend coverage to completed operations per **CG 20 26 07 04** or its equivalent. Such insurance shall be primary and non-contributory with respect to the **Additional Insured**. A copy of the endorsement evidencing such must be provided along with the certificate of insurance. This requirement does not apply to Workers’ Compensation or Professional Liability Insurance. Additional insured coverage shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

9. **Mandatory Sub-Contractor/Consultant Compliance**

Service Provider must require and ensure that all of Service Provider’s subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. **Self-Insured Retentions, Deductibles or Similar Obligations**

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Service Provider.

11. **Waiver of Subrogation in favor of the City of Atlanta**
The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. **Workers' Compensation and Employer's Liability Insurance**

Contractor must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Agreement:

<table>
<thead>
<tr>
<th>Description</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury by Accident/Disease</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Accident/Disease</td>
<td>$1,000,000 each employee</td>
</tr>
<tr>
<td>Bodily Injury by Accident/Disease</td>
<td>$1,000,000 policy limit</td>
</tr>
</tbody>
</table>

C. **Commercial General Liability Insurance**

Contractor must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than $1,000,000 per occurrence subject to a $2,000,000 aggregate. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Independent Contractor/Consultants/Sub-Contractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. **Commercial Automobile Liability Insurance**

Contractor must procure and maintain Automobile Liability Insurance in an amount not less than $1,000,000 Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of ten million ($10,000,000) combined single limit for
personal injury and property damage. The $10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. **Excess or Umbrella Liability Insurance**

Contractor shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **$2,000,000 per occurrence**.

- May be used to achieve minimum liability limits
- Coverage must be as broad as primary policy

F. **Property Coverage**

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

G. **Performance Bond and Payment Bond**

Contractor shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total value** or the Maximum Annual Guarantee for the duration of the task order.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Surety Must Be a U.S. Treasury Circular 570 listed company.**

**End of Document**
EXHIBIT: D-1
PERFORMANCE AND PAYMENT BONDS
1. At, or prior to, Service Provider’s execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the cost of the value of the contract or Maximum Annual Guarantee (as such terms are defined in the Agreement) naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City’s Attorney as attached hereto at Exhibit D-1. The bonds must be kept in full force and effect, as stated therein, during the Term and any renewals, unless earlier released by the City. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

2. The bonds must be issued as security for the faithful performance of this Agreement, including guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all subcontractors, bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all performance, services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.

3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.

4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.

5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said
Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.
INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.
Performance Bond

"City" City of Atlanta, Georgia
"Project" ATL Customer Experience Program
"FC No." FC 10488
"Principal" __________________________________________

Type of Organization ("X" one):

______ Individual
______ Partnership
______ Joint Venture
______ Corporation

"Surety:" (Name and Business Address)

______________________________
______________________________
______________________________
duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" FC 10488, ATL Customer Experience Program agreement between Principal and City, dated _____ day of ______________, 20___, regarding performance of Work relative to the Project, which Agreement is hereby referred to and made a part hereof.

"Penal Sum:" _____________________________________________________________________

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total cost of construction of any and all Improvements made to the Premises.

WHEREAS, the Principal and the City entered into the Agreement identified above.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, and if Principal shall indemnify and save harmless the City against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, suppliers, materialmen or employees, this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety agrees to pay to the City, immediately upon demand, the full Penal Sum referenced above in the event Principal should fail to perform any of its obligations under the Agreement referenced above by reason of any negligence, default, breach or misconduct on the part of the Principal, Principal’s agents, servants, subcontractors or employees.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition
to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days’ written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect until the construction of any and all Improvements made to the Premises are complete as determined in the sole discretion of the City. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days’ written notice by registered mail prior to the expiration date of bond.

To the extent applicable, it is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. § 36-91-70, et seq. and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this ________ day of __________________, 20___.

PRINCIPAL: _____________________________

____________________________
President/Vice President (Sign)

____________________________
President/Vice President (Type or Print)

Attested to by:

____________________________
Secretary/Assistant Secretary (Seal)

SURETY: _____________________________

By: _____________________________

____________________________
Attorney-in-Fact (Sign)

____________________________
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

____________________________
Associate/Assistant City Attorney

APPROVED

____________________________
City's Chief Financial Officer
EXHIBIT D-1

ATTACHMENT 2

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.
Payment Bond

"City"          City of Atlanta, Georgia
"Project"      ATL Customer Experience Program
"FC No."       FC 10488
"Principal"____________________________________
Type of Organization ("X" one):
_____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:"      (Name and Business Address) ________________________________
______________________________
______________________________
duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:"   FC 10488, ATL Customer Experience Program agreement between Principal and City, dated_____ day of ____________, 20____, regarding performance of Work relative to the Project, which Agreement is hereby referred to and made a part hereof.

"Penal Sum:"   _____________________________________________________________________

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total cost of construction of any and all Improvements made to the Premises.

WHEREAS, the Principal and the City entered into the Agreement identified above.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment to all claimants defined as any subcontractor or any other person supplying labor, materials, machinery or equipment in the construction of any and all Improvements made to the Premises, then this obligation shall be void, otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days’ written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect until the construction of any and all Improvements made to the Premises are complete as determined in the sole discretion of the City. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days’ written notice by registered mail prior to the expiration date of bond.

To the extent applicable, it is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. § 36-91-90, et seq. and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.
IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this ______ day of __________________, 20__.

PRINCIPAL: _____________________________

____________________________
President/Vice President (Sign)

____________________________
President/Vice President (Type or Print)

Attested to by:

____________________________
Secretary/Assistant Secretary (Seal)

SURETY: _____________________________

By: _____________________________

____________________________
Attorney-in-Fact (Sign)

____________________________
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

____________________________
Associate/Assistant City Attorney

APPROVED

____________________________
City's Chief Financial Officer
EXHIBIT E: AIRPORT ACCESS, SECURITY & SAFETY MEASURES
EXHIBIT E

AIRPORT ACCESS, SECURITY AND SAFETY MEASURES
(AS APPLICABLE)

1. Work in Progress. Proponent shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Section titled "TITLE AND RISK OF LOSS," to equipment and materials.

2. Maintenance. Proponent shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Proponent of its responsibilities, or act as a waiver by the City of any terms of this Agreement (see specification section SP-4B, Extended Maintenance).

3. Material Handling. Proponent’s responsibility for materials and plant equipment required for the performance of this Agreement shall include:

   3.1 Receiving and unloading;

   3.2 Storing in a secure place and in a manner subject to City’s review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by Proponent;

   3.3 Delivering from storage to construction site all materials and plant equipment as required; and

   3.4 Maintaining complete and accurate records for City’s inspection of all materials and plant equipment received, stored and issued for use in the performance of this Agreement.

4. Security. Proponent shall at all times conduct all operations under this Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Proponent shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

5. Airport Security Requirements. Proponent shall comply with the Transportation Security Administration (“TSA”) and the City’s security requirements for the Airport. Proponent shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Proponent of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Proponent’s obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.
6. Preventing Unauthorized Access. The Airport has been secured to prevent unauthorized access to the Air Operations Area (“AOA”), the secured area, the sterile area and other controlled areas of the Airport. Proponent shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Proponent shall control its operations and the operations of its subproponents and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.

7. Transportation Security Administration/Responsibility of Proponent. In order to comply with the TSA and DOA security requirements, Proponent shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.

7.1 Security Identification Display Area (SIDA). The Security Identification Display Area (“SIDA”) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

7.2 FBI/CHRC Checks. To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation (“FBI”) fingerprint based Criminal History Records Check (“CHRC”) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two proper forms of identification and citizenship/employment eligibility documents if necessary. Proponent shall be responsible for all fees associated with obtaining a SIDA badge (i.e., badge and fingerprint fees as determined by DOA). The current cost for the CHRC is $50.00 per individual. The current cost for badge is $60.00 per individual. Cost for lost badges is $60.00 for each replacement badge.

7.2.1 In order to obtain up-to-date costs for the CHRC and for badging, Proponent shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Proponent/Escorting Requirements are specified in subsection below.

7.3 Displaying Badges. Employees and those of all subproponents must display a DOA issued badge showing Proponent’s name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.

7.4 Badging Records and Process. Proponent shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge
number. Proponent will be required to furnish this information to the DOA upon request.

7.4.1 The Badging process may begin upon the Proponent’s receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Proponent has completed the badging process.

7.4.2 If applicable, an Administrative NTP may be presented to the DOA Security Division by the Proponent in order to initiate the badging process for the Proponent’s employees.

7.4.3 The Proponent shall appoint one of its employees as an Authorized Signatory and submit his or her name, on the Proponent's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Agreement Number, Point of Contact, Telephone and Fax number, list of subproponents including subproponents’ Authorized Signatory nature of the work to be performed by Proponent, and each subproponent, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Proponent's Insurance Certificate shall accompany the letter. Once badged, the Proponent's Authorized Signatory shall be responsible for the badging process of his/her company employees.

7.4.4 Each Subproponent identified in the Proponent’s letter shall appoint one of its employees as an Authorized Signatory and submit his or her name through the Proponent, to the DOA Security Division. A copy of the Subproponent’s Insurance certificate shall accompany the letter. Once badged, the Subproponent’s Authorized Signatory shall be responsible for the badging process of his/her company employees.

7.4.5 Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorized Signatories will last an additional hour for briefing by the DOA Security Division. Authorized Signatory briefing sessions will be conducted only on Wednesdays at 2p.m. in the DOA Security office.

7.4.6 Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the Authorized Signatory at the time of the briefing at the DOA Security office.

7.4.7 Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year FBI-based criminal history records check for each individual employee.
7.4.8 Pursuant to TSR § 1542.209 certain felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.

7.4.9 The Authorized Signatory will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Proponent’s and subproponent’s approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.

7.4.10 Badges issued to Proponent and subproponent employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:

- **7.4.10.1** Completion of Agreement or subcontract, unless extended by the City;
- **7.4.10.2** Expiration of Insurance coverage, as indicated on the Proponent’s Insurance certificate;
- **7.4.10.3** Employee’s driver’s license expiration date; or
- **7.4.10.4** Two (2) years from the issuance of the badge.

7.4.11 Proponent and its subproponent shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager of Public Safety & Security and the DOA Director of Security, explaining the reason(s) for the badge extension on Proponent’s letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

7.4.12 Proponent’s questions concerning Airport Security shall be directed to (404) 530-6667.

8. **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a “D” designation placed on the face of the badge by the DOA Security Division.

8.1 **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the DOA Security Division. Proponent shall contact the DOA Security Office at (404) 530-6667 during normal business hours for more information.
8.2 Except as set forth below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS ($10,000,000.00).

8.3 Proponent shall mark all vehicles and construction equipment, including those of subproponents, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).

8.4 All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

9. Protocols for Proponent Escorting. Prime proponent must incorporate escorting protocol with Security Plan submitted for approval by the DOA Security Manager. The DOA Security Manager must approve any exceptions. Proponent must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the DOA Security Division for approval. Proponent may contact DOA Security Manager at (404) 530–6667 during normal operating hours.

9.1 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

9.2 Proponent and escorted personnel shall have no Terminal or Concourse access.

9.3 Escorting is limited to an approved Airport SIDA badged prime Proponent or an approved Airport SIDA badged escorting subproponent approved by the DOA Security Manager to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subproponents will be allowed to escort any vehicle(s).

9.4 Escorting person(s) must have a SIDA badge and be approved to conduct escorts.

9.5 Designated badged prime Proponent employees approved or designated badged escorting subproponent must escort prime Proponent employees and subproponents’ employees to all work sites. Once at the work site, badged employees, prime or subproponents, may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.

9.6 All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee’s name, Proponent’s name and project number or name. All escorted personnel must remain under the control of person(s) with an SIDA badge with escort privileges at all times while in the SIDA, Secure, or Sterile Areas.

9.7 Maximum vehicular escort—one (1) prime proponent vehicle or approved badged escorting subproponent is permitted to escort two (2) subproponent vehicles.
9.8 All vehicles requiring escort must access and egress the SIDA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point for any reason whatsoever.

9.9 All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 59 or other approved vehicle access point. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.

9.10 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 or approved vehicle access point to obtain a time limit extension to complete work in the SIDA, Secure, or Sterile Areas. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

10. Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

10.1 Highest level of Security required.

10.2 All employees of prime Proponent, and its subproponents, must be badged to work in the sterile area.

10.3 If escorting of unbadged Proponents and or subproponents is required, an approved sponsor agency (DOA, AATC, HACM, HCM, etc.) must perform escort full time.

10.4 For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Proponent or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

11. Restricted AOA Access. Proponent shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Exhibit D; Insurance. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by Exhibit D for vehicles being escorted.

12. Visual Aids. In the event of the possibility of contact with the AOA or secured area, Proponent shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City’s approval prior to the start of any work under this Agreement. The approved system of marking and delineating shall be installed, maintained and protected at all times.
13. **Tools and Materials.** Proponent shall create and maintain an inventory of all tools and materials utilized within the SIDA, Secure Area, Sterile Area, Federal Inspection Service (FIS), and AOA.

13.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Proponent and/or subproponent, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Proponent’s or subproponent’s contract and disqualification from working on construction contracts within secured areas of the Airport.

13.2 All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Proponent’s or subproponent’s contract and disqualification from working on construction contracts within secured areas of the Airport.

13.3 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Proponent’s or subproponent’s contract and disqualification from working on construction contracts within secured areas of the Airport.

13.4 All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

14. **Dumpsters.** Proponents and subproponents shall be allowed no more than one (1) open dumpster per Agreement work area. Any and all other job-site dumpsters must remain securely covered and fastened at all times.

14.1 Trash must be removed daily.

14.2 No dumpster shall be permitted in the Terminal area for any reason whatsoever.

14.3 The Proponent shall be responsible for trash removal from dumpsters within the AOA. Proponent shall clear debris on a daily basis not later than the end of shift.

14.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Proponent’s or
subproponent’s contract and disqualification from working on projects within the secured areas of the Airport.

15. **Terminal/Curbside.** A maximum of two (2) Proponent vehicles or two (2) subproponent vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department and the DOA Security. In the event one (1) Proponent vehicle is present, then no more than one (1) subproponent vehicle may be present at the same time, and vice versa.

15.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

15.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

15.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

15.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.

16. **Staging Areas.** The Proponent’s Construction staging area shall be identified on the plans.

17. **Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Proponent shall submit FIS Authorization requests to the U. S. Customs & Border Protection (404) 765-2303. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.

17.1 Proponent shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

18. **Security Checkpoints.** Proponent and subproponents shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, proponents will not be allowed to carry tools and construction materials through the passenger security screening points.

18.1 Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

19. **Restrictions on Operations.** Proponent shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Proponent shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City’s permission therefore have been obtained. Proponent shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless
specifically authorized by this Agreement. Proponent shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Agreement. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Proponent’s operation.

20. **Cooperation with Agencies.** Proponent shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Proponent shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

21. **Location of Services.** The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Proponent of its responsibility to protect such existing features from damage or unscheduled interruption of service.

22. **Notice to Owner/Operators.** Prior to commencing the work in the general vicinity of an existing utility service or facility, Proponent shall notify each owner/operator in writing of activities which might affect its interests. If, in Proponent’s opinion, the owner/operator’s assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the work, such advice should be included in the notification. Proponent shall furnish a copy of such written notices to City.

23. **Excavation Methods.** Where the outside limits of an underground utility service have been located and staked on the ground, Proponent shall use excavation methods acceptable to City as may be required to insure protection from damage due to Proponent’s operations.

24. **Damage to Services.** Should Proponent damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Proponent in such events shall cooperate with the utility service of facility owner and City continuously until such damage has been repaired and service restored.

25. **Failure to Protect Property.** Proponent shall not be entitled to any extension of time or compensation on account of Proponent’s failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Proponent.

26. **Utility Proponent Licensing Requirements.** Proponent shall comply with the requirements of state law, including, but not limited to, O.C.G.A. § 43-14-8.2 (b)(1) which states that:
After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a utility proponent license and there is regularly connected with such business a person or persons who holds a valid utility manager certificate issued under this chapter. Such utility manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office.
EXHIBIT F: DISPUTE RESOLUTION PROCEDURES
EXHIBIT F

DISPUTE RESOLUTION PROCEDURES

1. 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.

2. 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.
EXHIBIT G: ATL CUSTOMER SERVICE STANDARDS
ATL Appearance And Behavior Standards
At Hartsfield-Jackson, it is a driving priority to enhance the guest experience by creating an environment where exceeding customer expectations is the norm and not the exception. One powerful and highly visible way we can accomplish this goal is by making a memorable, positive first impression on our guests.
For all ATL employees, presenting a neat and clean appearance, combined with friendly and courteous behavior, should be standard. This brochure is designed to provide useful, common-sense guidelines to help you present a friendly, professional image to the millions of guests who travel through the world’s busiest airport.

Appearance Standards
These guidelines apply whether you’re at your job site, on the Plane Train or any location on airport property.
- Employees will maintain a well-groomed, neat, professional and clean appearance at all times, along with cleanliness, the absence of controllable body odors and proper oral hygiene
- Uniforms will be clean and neatly pressed at all times
- Name tag and badge will be appropriately displayed
- Shirts must be tucked in
- Pants must be worn at waist level and with a belt if applicable
- Sunglasses will not be worn indoors unless prescribed by a doctor
- Tattoos, brandings or body piercings (other than earrings) should not be visible
- Earrings are limited to two per ear and will not be longer than two inches
- Facial hair must be clean and neatly groomed
- Hair coloring should be within the range of natural hair colors
- Fingernails should be clean, well-manicured and no longer than ½ inch – shorter if required based on job duties
- Painted nails should only be one solid color with no ornaments or designs
- Jewelry should be conservative and kept to a minimum
This list is not all-inclusive, but is provided to serve as general guidance for proper appearance

Behavioral Standards
- Employees should maintain eye contact while interacting with customers
- Employees must not use loud or inappropriate language at any time around customers or on airport property while in uniform or wearing a badge
- Employees should not eat, drink, chew gum, smoke or talk loudly on cell phones while on duty
- iPods, earphone buds and wireless headsets are not permitted while on duty
- Employees should remain calm, professional and courteous when communicating with upset or irate customers
  (Training is available to assist you in interacting with customers)
- Always be prepared to assist passengers with questions or concerns. If you do not know the answer, seek assistance or direct the passenger to a customer service representative. Simply saying, “I don’t know” is not professional

Employees Will:
- Assist customers first
- Deliver service with a smile
- Make eye contact with customers
- Display a professional attitude
- Be proactive

How You Will Benefit From ATL Appearance And Behavior Standards
- Happy customers make for a happier workplace
- Positive behavior leads to fewer customer complaints
- You will help create a better customer image of Hartsfield-Jackson
EXHIBIT H: ATL QUEUING PLAN
Terminal Queuing Design

Phase 3: Main Terminal & T Concourse Personnel Layout

Figure 3d
Domestic Terminal Layout
PART 6: IIREA PREVIEW PARTICIPATION PROGRAM
1. Potential offerors may submit the Proponent 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 Proponent Affidavit after that date will NOT extend the time for submitting Bids/Proposals ("offers") and DOP is not required to review Proponent Affidavits submitted less than ten (10) days prior to the due date for responses to a Solicitation.

2. All Proponent 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 Proponent 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 proponent 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 Proponent 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 Proponent Affidavit. In no event will the due date for the Proponent 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 Proponent Affidavit with their offer or fail to submit a compliant Proponent 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.
# DEPARTMENT OF PROCUREMENT
## IIREA PREVIEW PARTICIPATION FORM

<table>
<thead>
<tr>
<th>Date of Request</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Requestor (company name)</td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

**Project Name and Number:**


**Bid/Proposal Due Date:**


**Confirm E-Verify affidavit completed and attached:**  
☐ Yes  ☐ No
APPENDIX A: OFFICE OF CONTRACT COMPLIANCE
MEMORANDUM

TO:     Susan M. Garrett, Interim Chief Procurement Officer
        Department of Procurement

FROM:  Larry Scott, Director
        Mayor’s Office of Contract Compliance

RE:     EBO Documents for Project No.: FC-10488 - ATL Customer Experience Program

DATE:  August 1, 2018

The EBO bid documents with project specific availability for Project No.: FC-10488 - ATL Customer Experience Program are enclosed.

The entire OCC package, including both the standard and project specific EBO/EEO sections must be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6013, or Alberto Aponte here at (404) 330-6012.

cc:   File
      Philippe Jefferson, DOP
      Max Lipscomb, OCC
August 1, 2018

RE:  **FC-10488 - ATL Customer Experience Program**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for minority and female business enterprise participation for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Statement</td>
<td>1</td>
</tr>
<tr>
<td>Implementation of EBO Policy</td>
<td>2</td>
</tr>
<tr>
<td>Determination of Non-discrimination During Bid Process</td>
<td>2</td>
</tr>
<tr>
<td>OCC Review of Bidder Submissions</td>
<td>3</td>
</tr>
<tr>
<td>Equal Business Opportunity Program Bid.RFP Submittals</td>
<td>4</td>
</tr>
<tr>
<td>Monitoring of EBO Policy</td>
<td>4</td>
</tr>
<tr>
<td>Implementation of EEO Policy</td>
<td>4</td>
</tr>
<tr>
<td>Monitoring of EEO Policy</td>
<td>4</td>
</tr>
<tr>
<td>Joint Venture Participation on City of Atlanta Projects</td>
<td>5</td>
</tr>
<tr>
<td>Joint Venture Agreement Pre-Award Checklist</td>
<td>6-9</td>
</tr>
<tr>
<td>Equal Business Opportunity M/FBE Availability for This Project</td>
<td>10</td>
</tr>
<tr>
<td>Equal Business Opportunity Program Reminders</td>
<td>11</td>
</tr>
<tr>
<td>Covenant of Non-discrimination (EBO-1)</td>
<td>12</td>
</tr>
<tr>
<td>EBO Subcontractor Contact Form (EBO-2)</td>
<td>13-14</td>
</tr>
<tr>
<td>EBO Subcontractor Utilization Plan (EBO-3)</td>
<td>15</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td>16-17</td>
</tr>
<tr>
<td>Termination/Substitution Acknowledgement Form</td>
<td>18</td>
</tr>
<tr>
<td>First Source Jobs Program Policy Statement</td>
<td>19</td>
</tr>
</tbody>
</table>
CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY (EBO)

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City’s Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta’s EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.
Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors (majority and minority owned) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following:

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder’s outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, HABE, or FBE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder’s submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE’s contract.
OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder’s responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder’s file maintained in the vendor relations database and handled in accordance with the procedure established in the city’s vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.
Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's M/FBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The M/FBE Project Participation Plan, all executed subcontract agreements, operating agreements, other contract governing documents, along with all other pertinent records required by OCC as deemed necessary will be placed on file. Said documentation shall be in a format that is established by the Office of Contract Compliance and will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific M/FBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder’s invoices for progress payments, increase the amount of the successful bidder’s retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.
Joint Venture Participation on City of Atlanta Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

A joint venture may submit its agreement to the Office of Contract Compliance along with the completed “**Joint Venture Information Pre-Award Review-EBO**” document to the attention of Alberto Aponte (aaponte@atlantaga.gov) for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements and completed pre-award review documents must be submitted to DOP on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract’s non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.
Proponent Instructions: All Proponents must use their executed proposed JV agreement to complete the questions below (Attach additional pages if needed):

1. Name of Joint Venture:

2. Name, address and phone number of joint venture contact person serving as managing partner:

3. Firms participating in joint venture (use additional pages if necessary):
   Name of firm:
   Address:
   Office Phone Number:
   Primary Contact name/phone number:
   % ownership: ___________
   M/FBE:  ☐ No
   ☐ Yes
   Date of Certification:
   NAICS code(s) for which certification was granted:
   Name of firm:
   Address:
   Office Phone Number:
   Contact name/phone number:
% ownership: ______________%

M/FBE:  □ No
□ Yes

Date of Certification:
NAICS code(s) for which certification was granted:

4. Was there an M/FBE initial capital contribution required?  Amount?__________

5. Does the JV document describe the portion of the work or elements of the business controlled by the M/FBE JV team member(s)?  □ No  □ Yes
Referenced in What Section?

6. Does the JV document describe the portion of the work or elements of the business controlled by the non-M/FBE JV team member(s)?  □ No  □ Yes
Referenced in What Section?

7. Does the JV document describe the M/FBE team member's involvement in the overall management of the joint venture. (e.g., participation on a management committee or managing board, voting rights, etc.)?  □ No  □ Yes  Referenced in What Section?

8. Does the JV document list the M/FBE team member's share in the profits/risk in the joint venture:  □ No  □ Yes  Referenced in What Section?

9. Does the JV document describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):  □ No  □ Yes  Referenced in What Section?
   
a. Majority interest holder joint venture participant:

   b. Minority interest holder joint venture participant(s):
10. Does the JV document detail which firm will be responsible for accounting functions relative to the joint venture's business?  □ No □ Yes  Referenced in What Section?

11. Does the JV document explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?  □ No □ Yes  Referenced in What Section?

12. Did the JV document provide the name of the person who will be responsible for hiring employees for the joint venture? □ No □ Yes  Referenced in What Section?

13. Did the JV describe the frequency of JV meetings, method for minutes taking, and storage for audit provisions? □ No □ Yes  Referenced in What Section?

14. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? □ No □ Yes  If yes, list the number and positions and indicate which firm currently employs the individual(s)?

15. Did the JV detail the methods by which disputes are resolved?  □ No □ Yes  Referenced in What Section?

16. Is a copy of the proposed joint venture agreement, promissory note(s), and loan agreement(s) (if applicable), and any and all written agreements between the joint venture partners included in the proposal submission? □ No □ Yes  Referenced in What Section?

17. Does the JV document describe all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved? □ No □ Yes  Referenced in What Section?
18. Does the JV document provide a specific citation/section that speaks to the non-discrimination and assurance requirements related to this solicitation? □ No □ Yes

Referenced in What Section?

Additional Comments:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC-10488 - ATL Customer Experience Program

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta’s EBO/SBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company’s/companies’ involvement in the FC-10488 - ATL Customer Experience Program project throughout the life of the contract. (See Page 6)

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

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

**Customer Service Management- 541613**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

26.5 MBE & 8.2 FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

**Note: Bidders should make sure that sub-contractor(s) are certified with the city of Atlanta Office of Contract Compliance.**

OCC will count M/FBE participation in the form of a certified joint venture partner (self-performing a scope of work), and certified M/FBE subcontractor arrangements. The above referenced goal will be measured against total contract value inclusive of any change orders and/or miscellaneous modifications that may occur throughout the life of the project.
Equal Business Opportunity Program Reminders for This Solicitation

1. Certification. It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta’s Office of Contract Compliance, or have a certification application pending with the City of Atlanta’s Office of Contract Compliance.

2. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.

4. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.

5. SBO/EBO Ordinance. The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 -1480. The ordinance can be obtained from the City of Atlanta Clerk’s Office at (404) 330-6032.

6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWYnRk55uW%2Bi jonkgm04tizEb. You may search by “Industry” for a list of firms in that category or search for a specific company under “Company Name”. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading “Registry of Certified Firms” Click OCC's quarterly list to access the current directory of certified firms.
COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_______________________________________
Signature of Attesting Party

_______________________________________
Title of Attesting Party

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

_______________________________________
Notary Public

Seal

FORM EBO-1
# SUBCONTRACTOR CONTACT FORM

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

<table>
<thead>
<tr>
<th>Name of Subcontractor/Supplier/JV Partner</th>
<th>Contact Name, Address and Phone Number</th>
<th>City Of Atlanta Business License? (Yes or No)</th>
<th>Type of Work Solicited for</th>
<th>Solicited for JV? (Yes or No)</th>
<th>Business Ownership (see code below)</th>
<th>M/FBE Certification No. and Expiration Date</th>
<th>Results of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FORM EBO-2  (Page 1 of 2)
<table>
<thead>
<tr>
<th>Name of Subcontractor/Supplier/JV Partner</th>
<th>Contact Name, Address and Phone Number</th>
<th>City of Atlanta Business License? (Yes or No)</th>
<th>Type of Work Solicited for</th>
<th>Solicited for JV? (Yes or No)</th>
<th>Business Ownership (see code below)</th>
<th>M/FBE Certification No. and Expiration Date</th>
<th>Results of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Business Ownership Code:  AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE & DBE Certifications will not suffice for this procurement)

Company Name:  _________________________________  Project Name:  _______________________________  FC#:  ________

Printed Signature:  _______________________________  Date:  ________________________________

FORM EBO-2  (Page 2 of 2)
**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

<table>
<thead>
<tr>
<th>Name of Subcontractor/Supplier</th>
<th>Contact Name, Address and Phone Number</th>
<th>City of Atlanta Business License? (yes or no)</th>
<th>Joint Venture Partner? (yes or no)</th>
<th>NAICS Code</th>
<th>Type of Work to be Performed</th>
<th>Ethnicity of M/FBE Ownership (see code below)</th>
<th>M/FBE Certification No. and Expiration Date</th>
<th>Dollar ($) Value of Work and Scope of Work</th>
<th>Percentage (%) of Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Dollar value of Prime Proponent Self-Performance:** $___________________  **Total MBE%_____**  **Total FBE%_____**  **Total EBO%______**

Code:  AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE & DBE Certifications will not suffice for this procurement)

**Proponent’s Company Name:** __________________________  **Project Name:** __________________________  **FC#:** __________

**Proponent’s Contact Number:** __________________________  **Printed Name:** __________________________  **Date:** __________

EBO 3
LETTER OF INTENT

Proponent
Name:____________________________________________________
Address:____________________________________________________
City:________________________ State:______ Zip:________

Subcontracting Firm: Firm Name:__________________________________
Address:____________________________________________________
City:________________________ State:______ Zip:________

Sub firm Contact Person: Name:________________________ Phone: (____) __________

Firm is performing as: ☐ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date:_________________________________________

<table>
<thead>
<tr>
<th>Work item(s) to be performed by Sub</th>
<th>Description of Work Item</th>
<th>Dollar(s) Value of Work and Scope of Work</th>
<th>Percentage (%) of Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL Diversity% Credit Claimed for this Contractor

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

Sub contract amount: $________________________ Percent of total contract:_______%

AFFIRMATION:

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

By: ____________________________________________ (Print name)
     ____________________________________________ (Title)
     _________________________________ ________________________ (signature) (date)

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

Proponent
Name:__________________________________________
Address:________________________________________
City:______________ State:______ Zip:________

Subcontracting Firm:
Firm Name:_____________________________________
Address:________________________________________
City:______________ State:______ Zip:________

Sub firm Contact Person: Name:___________________ Phone: (_____)

Firm is performing as:  □ Non-certified Sub  □ Certified Sub  □ Joint Venture Team Member

If Certified, Certification # and Expiration Date:_________________________________________

<table>
<thead>
<tr>
<th>Work item(s) to be performed by Sub</th>
<th>Description of Work Item</th>
<th>Dollar(s) Value of Work and Scope of Work</th>
<th>Percentage (%) of Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL Diversity% Credit Claimed for this Contractor</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Sub contract amount: $________________________ Percent of total contract:_______%

AFFIRMATION:

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

By: ______________________________________________________________________
       (Print name)                                                   (Title)
________________________________________________________________________
       (signature)                                                   (date)

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

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356-2-1380, and 2-1441-2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC’s prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:


For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f) 

(1) (i) [OCC] must require that a prime contractor not terminate a DBE/ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/ACDBE] firm) without [OCC’s] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/ACDBE] firm, or with another DBE/ACDBE] firm.

(ii) [OCC] must include in each prime contract a provision stating:

(A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

(B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/ACDBE].

(2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC’s] concurrence document, that the prime contractor has good cause to terminate the DBE/ACDBE] firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE/ACDBE] subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE/ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(iii) The listed DBE/ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE/ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE/ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vi) [OCC] has determined that the listed DBE/ACDBE] subcontractor is not a responsible contractor;

(vii) The listed DBE/ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;

(viii) The listed DBE/ACDBE] is ineligible to receive DBE/ACDBE] credit for the type of work required;

(ix) A DBE/ACDBE] owner dies or becomes disabled with the result that the listed DBE/ACDBE] contractor is unable to complete its work on the contract;

(x) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/ACDBE] or non-DBE/ACDBE] contractor after contract award.

(4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE/ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: ____________________________

Contract No.: ____________________ Signature: ____________________________

Name: ____________________________ Date: ____________________________

Title: ____________________________
AWSG Determination of Applicability

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to construction projects only and is subject to review by Worksource Atlanta on a case by case basis for applicability. The Worksource Atlanta agency has determined that the First Source Jobs Program is not applicable for FC-10488 - ATL Customer Experience Program.

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

Audrey Lawrence  
First Source Jobs Program  
WorkSource Development Agency  
818 Pollard Boulevard  
Atlanta, Georgia 30315  
(404) 546-3051
APPENDIX B: ILLEGAL IMMIGRATION REFORM & ENFORCEMENT ACT AFFIDAVIT (RESERVED)
[END OF DOCUMENT]