

CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

INVITATION TO BID

FOR

FC-7113

GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES



**LOUIS E. MILLER
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION**

**ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP
CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT**



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

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

December 16, 2013

ATTENTION QUALIFIED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a bid for **FC-7113, Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport (ITB)**. The City of Atlanta (the "City") is soliciting bids from qualified firms to furnish exclusive commercial shared ride shuttle service between Hartsfield-Jackson Atlanta International Airport and the City's Central Business District.

As a pre-requisite to bid on this project, bidders must have been qualified by the City of Atlanta (the "City") via FC-6864, Ground Transportation Shared Ride Shuttle Services (RFQ).

A **Pre-bid Conference** will be held on **Tuesday, January 7, 2014, at 2:00 p.m.**, at the H-JDP Technical Support Campus, 1255 South Loop Road, College Park, Georgia. The purpose of the Pre-bid Conference is to provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Aviation, Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Bidders are urged to attend the Pre-bid Conference.

The last date to submit questions is Friday, January 10, 2014, at 3:00 p.m. EST. Questions will be responded to in the form of an Addendum.

Your response to this Invitation to Bid ("ITB") must be submitted to and received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, January 22, 2014.**

****ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.****

Bids will be publicly opened and read at 2:00 p. m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

FC-7113, Ground Transportation Shared Ride Shuttle Services (ITB)

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This ITB is being made available by electronic means. If accepted by such means, then the bidder acknowledges and accepts full responsibility to insure that no changes are made to the ITB. In the event of conflict between a version of the ITB in the Respondent's possession and the version maintained by the Department of Procurement, the version maintained by the Procurement Department shall govern. The ITB document is available at www.atlantaga.gov.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Mano Smith, CPPO, CPPB, Contract Administrator, at mosmith@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The bid document may be obtained from the Department of Procurement, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mano A. Smith, CPPO, CPPB, Contract Administrator, at (404) 330-6351, or by e-mail at mosmith@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to (404) 330-6024.

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

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

Sincerely,

A handwritten signature in black ink that reads "Adam L. Smith". The signature is written in a cursive style with a large initial "A" and "S".

Adam L. Smith

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**INVITATION TO BID
GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES**

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Part 1: Information and Instructions to Bidders

1. **Definitions:** The following terms shall have the following meanings when used throughout this Invitation to Bid ("ITB"):

Bidder: Each Firm or aggregation of Firms (which may include a joint venture partnership, limited liability company or limited liability partnership) submitting a bid in response to this ITB with the intent of performing the services as the prime contractor.

Firm(s): A self-performing commercial ground transportation shared ride shuttle service operator that has or will obtain, prior to the execution of any contract awarded hereunder, all necessary licenses required by the State of Georgia and the City of Atlanta ("City") and is authorized to do business in the State of Georgia.

2. **Services Being Procured:** The City is seeking bids from Firms to perform ground transportation shared ride shuttle service for the City's Department of Aviation between Hartsfield-Jackson Atlanta International Airport ("H-JAIA" or "Airport") and the Central Business District of the City. The term 'Central Business District' is defined in the Services Agreement (hereinafter defined) and visually depicted on **Exhibit B** to the form of Ground Transportation Shared Ride Shuttle Services Agreement attached hereto at **Part 3 ("Services Agreement")**.

- a. The current shared ride shuttle operation provides services on several routes to destinations within the City. Most of these locations consist of hotels, convention facilities, governmental offices/complexes, and institutional facilities such as hospitals, medical centers, and universities within the Central Business District.

- b. The Firm awarded a Contract through this procurement will have the exclusive right to provide commercial ground transportation shared ride shuttle services originating from the Airport and going to the Central Business District. The term "Shared Ride Shuttle Service(s)" means operation of a fleet of multi-passenger vans and buses with two-way voice communication and a centralized dispatch facility to pick up passengers from the domestic and international terminals of the Airport and transport them to the Central Business District.

3. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City's Code of Ordinances ("Code"), including, but not limited to, Section 2-1188 thereof. By submitting a bid concerning this procurement, a Bidder acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and City Charter, each of which are incorporated into this ITB by this reference.

4. **Minimum Qualifications:**

- a. To be eligible to bid, the Bidder must have been pre-qualified by the City through the request for qualification process previously conducted by the City under Project Number FC-6864 and, thereafter, invited to submit a bid in accordance with this ITB. The firms that the City has deemed qualified to participate in this ITB are as follows:

Company Name	Point of Contact	Phone	Email
A&M Limousine Corporation	Markee Squire	404-507-6151	markee.squire@aandmlimo.com
Atlanta Airport Superior Shuttle & Limo, LLC	Hayat Choudhary	770-457-6907	atlantasuperior@aol.com
SuperShuttle Atlanta, LLC	Ario Keshani	301-717-4508	ario.keshani@veoliatransdev.com

- b. By submitting a bid in response to this ITB, the Bidder represents and warrants to the City that Bidder has or will acquire all of the licenses, certifications, permits, bonding capacity and insurance.

5. **No Offer by City; Firm Offer by Bidder:** This ITB does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Bidder to form an agreement or understanding between the City and Bidder. This ITB is only an invitation for offers from pre-qualified Bidders and no offer shall bind the City. A Bidder's offer is a firm offer to the City and may not be withdrawn except under the rules specified in the Code and other applicable law.

6. **Pre-Bid Conference:** A pre-bid conference is scheduled for **Tuesday, January 7, 2014, at 2:00 p.m. (EST)**, at the Airport's Technical Support Campus, located at 1255 South Loop Road, College Park, Georgia 30337. Attendance at the pre-bid conference is not required but is strongly encouraged. Each Bidder is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this ITB shall not relieve any Bidder from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this ITB.

7. **Bid Security:**

- a. Each Bidder must furnish bid security in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00). At the option of the Bidder, the bid security may be in the form of either (a) cash (in currency issued by the United States of America), (b) a cashier's or certified check made payable to the City of Atlanta or (c)

a Bid Bond in the form attached to this ITB as **Form 4**. **A surety executing a Bid Bond must meet the minimum requirements set forth in Exhibit D.**

- b. Each Bidder acknowledges and agrees to submit additional documentation (e.g., insurance/bonds, etc.) after an award pursuant to any notice provided by City and as required by the terms of the Services Agreement. If, within ten (10) days of receiving such notice, the successful Bidder fails to comply with that notice and submit the additional requested documentation, the City may retain the Bid Security as liquidated damages and not as a penalty.
- 8. Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to City's contact person, **Mr. Mano Smith, CPPO, CPPB**, Contract Administrator, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **MOSmith@Atlantaga.gov**, on or before **Friday, January 10, 2014, at 3:00 p.m. (EST)**. Any questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any addendum issued for this ITB by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room, which is open during the business hours posted at Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, Georgia 30303. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
- 9. Bid Deadline:** To be considered responsive, a Bidder must complete and submit its Bid and ALL required bid submittals in accordance with the instructions contained or referenced in this ITB. All responses to this ITB must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, on or before **2:00 p.m. (EST), Wednesday, January 22, 2014**. Each Bidder must submit one (1) Original, marked "**Original**," and **five (5) copies** of its bid in sealed envelopes.
- 10. Required Submittals:** The following submittals are required to be included in each bid:

 - a. **Form 1: Illegal Immigration Reform and Enforcement Act.** Each Bidder must complete and submit a Contractor's Affidavit with its proposal. This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"), as amended. Pursuant to the Act, the Bidder must provide with its bid proof of its registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Under state law, the City cannot consider any bid which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide

detailed information or legal advice concerning the Act. All Bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

- b. **Form 4: Bid Bond.** At the option of the Bidder, the bid security may be in the form of a bid bond. The form attached hereto (Form 4) is included for this purpose. A surety executing a bid bond must meet the minimum requirements set forth in **Exhibit D**.
- c. **Form 5: Acknowledgement of Insurance and Bonding Requirements.** Each Bidder must complete and submit this form with its bid. The insurance and bonding requirements for any agreement that the City may award pursuant to this ITB are set forth in **Exhibit D**.
- d. **Form 6: Certification of Insurance and/or Bonding Ability.** Each Bidder must submit (1) a completed copy of Form 6 executed by their insurer (i.e., insurance company) **and** (2) a completed copy of Form 6 executed by their surety (i.e., bonding company). Failure to submit completed forms from both entities, as required, may result in the Bidder being deemed non-responsive.
- e. **Form 7: Acknowledgement of Addenda.** Each Bidder must complete and submit an acknowledgement with its bid that it has received all Addenda issued by City for this ITB. This form is provided and may be used to satisfy this requirement.
- f. **Form 8: Financial Offer.** For the purposes of reviewing all of the Financial Offers received, the City will multiply the Fixed Dollar MAG (as defined in Form 8) by the Percentage MAG (as defined in Form 8) received from each Bidder. The result of the calculation will be used to determine which Bidder submits the highest Financial Offer to the City. For example, if Company A bids \$10,000,000 for the Fixed Dollar MAG and 9.5% Percentage MAG; Company B bids \$12,000,000 for the Fixed Dollar MAG and 8.0% Percentage MAG; Company C bids \$8,500,000 for the Fixed Dollar MAG and 15.0% Percentage MAG; and Company D bids \$16,200,000 for the Fixed Dollar MAG and 6.0% Percentage MAG, then the City would calculate each bid as follows:

THIS CHART IS ONLY FOR ILLUSTRATIVE PURPOSES			
Company	Fixed Dollar MAG	Percentage MAG	Calculation Result
Company A	\$ 10,000,000	9.50%	\$ 950,000
Company B	\$ 12,000,000	8.00%	\$ 960,000
Company C	\$ 8,500,000	15.00%	\$ 1,275,000
Company D	\$ 16,200,000	6.00%	\$ 972,000

For the purposes of this example and assuming all of the companies in the example submitted complete and responsive bid documents, Company C would be deemed to have submitted the highest financial offer to the City.

- g. **Appendix A: Office of Contract Compliance Submittals.** The City's OCC Programs applicable to this procurement and any Services Agreement that may be awarded pursuant to this ITB are set forth in **Appendix A** attached hereto.

11. **Ownership of Bids:** Each bid submitted to City will become the property of City, without compensation to a Bidder, for the City's use, in the City's sole discretion.

12. **Submission of Bids:**

- a. Bids must be submitted according to the requirements of this ITB. All blank spaces must be typed or hand written in blue or black ink. All dollar amounts must be typed or hand written BOTH in word and numeric forms (e.g., One Dollar and No Cents (\$1.00)). Bidders are advised that the written figures will prevail over the numerical figures in the event of a discrepancy between the two in any Bid document. For example only, if a final bid of "One Dollar and No Cents (\$2.00)" is received, then the written figure of One Dollar and No Cents is the amount of the final bid. All corrections to any entry must be lined out and initialed by the Bidder. Do not use correction tape or fluid.
- b. Bids shall be signed by hand by a principal of the Bidder with the authority to bind the Bidder and enter into an agreement with the City. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Bid, bind the entity as well as enter into an agreement with the City. Each Bidder is responsible for the preparation of its Bid and for the costs associated therewith.
- c. Each Bidder must submit a complete bid in accordance with the requirements of this ITB. The format for the submission of a bid mandated by this ITB is not negotiable. The name and number of the project is: **FC-7113: Ground Transportation Shared Ride Shuttle Services (ITB)**. Bids 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, Project Number, Bidder's Name and address, and Bidder's Federal Work Authorization User Identification Number. All bids must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.

**City Hall, Suite 1900
Atlanta, Georgia 30303-0307
RE: Project Number FC-7113**

- d. A Bidder must submit one (1) original, marked "Original" and five (5) copies of its bid. Each bid must be submitted on 8-½" x 11" single-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. To the extent Bidder requires a larger page size to demonstrate its experience, the City will accept 11"x 17" sheet size but it must be folded to 8-1/2" x 11" size. Each bid must contain an index and separate sections for the information requirements set forth in this ITB, as well as for the forms required to be submitted.
- e. Bids will be opened at 2:00 p.m. [EST] on Wednesday, January 22, 2014, in the Department of Procurement's Bid Conference Room, 55 Trinity Avenue, S.W., Suite 1900, City Hall, Atlanta, Georgia 30303-0307.
- f. The following checklist is provided to assist the Bidder in preparing and submitting its bid and is included solely for Bidder's convenience. Notwithstanding this checklist, Bidders are advised that all submittals required by this ITB must be fully completed and, if applicable, signed, sealed, witnessed and notarized.

Required Project Bid Submittal Checklist	Check (v)
Form 1: Illegal Immigration Reform and Enforcement Act Affidavit	
Form 4: Bid Bond	
Form 5: Acknowledgement of Insurance and Bonding Requirements	
Form 6: Certification of Insurance and/or Bonding Ability	
Form 7: Acknowledgement of Addenda	
Form 8: Financial Offer	
Appendix A: Office of Contract Compliance Submittals	

- 13. **Rejection of Bids; Cancellation of ITB; Waiver of Technicalities.** The City reserves the right to reject any bid or all bids or to waive any technical defect in a bid. The City also reserves the right to cancel this ITB at any time in accordance with the Code.
- 14. **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]."

15. **Representation.** By submitting a bid to the City, Bidder acknowledges and represents that: (a) the accompanying bid is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Bidder an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the ITB documents (including, without limitation, the Services Agreement) and acknowledges that Bidder shall be bound by the requirements stated therein; (c) the signatory to the bid is the Bidder (or Bidder's duly authorized agent or employee of the Bidder with the authority to bind Bidder hereto); (d) any information or disclosure provided in response to the FC-6864: Request for Qualifications for Ground Transportation Shared Ride Shuttle Services, including but not limited to, the information and disclosures provided on **Form 3: Disclosure Form and Questionnaire**, are fully restated herein and remain truthful and accurate representations up to and including the date Bidder submits its bid to the City; (e) the City will not agree to make any substantive revisions to the Services Agreement; and (f) 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.
16. **Electronic Bid Documents.** This ITB is being made available to all Bidders by electronic means. By responding to this ITB, Bidder acknowledges and accepts full responsibility to ensure that it is responding to the correct form of ITB, including any Addenda issued by the City's Department of Procurement. Bidder acknowledges and agrees that in the event of a conflict between the ITB in the Respondent's possession and the version maintained by the Department of Procurement, the version maintained by the Department of Procurement shall govern. The ITB document is available at www.atlantaga.gov.
17. **Historical Ridership Data.** The current shuttle operation provides services on several routes to destinations within the City. Most of the routes service hotels, convention facilities, governmental offices, and institutional facilities such as hospitals, medical centers, and universities.

Overall Airport activity for originating and terminating passengers peaks during the months of July and August. To capture an understanding of the characteristics of Airport passengers during those peak times, a major survey and data collection effort was performed in April 2009. Table 1 set forth below provides certain relevant extracts of that survey to help the Bidder develop an understanding of the dimensions of the market.

During the summer peak, an estimated 392,000 passengers per week originated travel at the Airport. Of these, approximately 27,000 arrived at the Airport via a commercial shuttle or van (including by way of a shared ride service). The survey revealed modest differences in the characteristics of the shuttle users versus the overall Airport originating passenger base. Table 1 shows the characteristics.

Table 1		
Comparison of Shuttle vs. Airport Overall Originating Passenger Characteristics*		
Characteristic	Commercial Shuttle	Airport Average
Percent Business Trips	51.6%	43.7%
Percent Pleasure Trips	48.4%	56.3%
Percent Residents	53%	59%
Average Air Party Size	1.9	1.7
Percent with Checked Bags	82%	68%
Average # of Carry-on Bags	1.2	0.9
Average # of Checked Bags	1.2	0.9
Average Trip Duration (days)	4.6	5.1
*Based on 103 passengers in 40 parties arriving by commercial shuttle. Includes Metro and Non-metro patrons.		

The survey reveals the number of riders boarding various modes of transportation from the Airport's ground transportation center. The figures provide information that may be useful in developing the Bidder's submission.

NOTE: All Bidders are advised that at the time of issuance of the ITB the City did not have adequate historical ridership data available for the Maynard H. Jackson, Jr. International Terminal located at the Airport.

Part 2: Submittal Forms

1. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT AFFIDAVIT (Form 1)
2. BID BOND (Form 4)
3. ACKNOWLEDGEMENT OF INSURANCE AND BONDING REQUIREMENTS (Form 5)
4. CERTIFICATION OF INSURANCE AND/OR BONDING ABILITY (Form 6)
5. ACKNOWLEDGEMENT OF ADDENDA (Form 7)
6. FINANCIAL OFFER (Form 8)
7. APPENDIX A: OFFICE OF CONTRACT COMPLIANCE SUBMITTALS

FORM 1

Illegal Immigration Reform and Enforcement Act Forms

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

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal prior to the proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself (see Example 1 below). Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit (see Example 2 below).

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

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

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

Sub-subcontractor Affidavit

O.C.G.A. § 13-10-91(b)(4)

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

_____ Federal Work Authorization User Identification Number _____ Date of Authorization

Name of Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____, DAY OF _____, 201_____

NOTARY PUBLIC
My Commission Expires: _____

Form 4

BID BOND

**FC-7113: Ground Transportation Shared Ride Shuttle Services at
Hartsfield-Jackson Atlanta International Airport**

CITY OF ATLANTA, GEORGIA

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia ("CITY"), in the penal sum of ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), for **FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport**, in good and lawful money of the United States of America, to be paid upon demand of the CITY to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a bid to the CITY for **FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport**;

WHEREAS, the PRINCIPAL desires to file this Bond in accordance with law as bid security, in lieu of the equivalent in cash, a cashier's check or certified check otherwise required to accompany its bid;

NOW THEREFORE, the conditions of this obligation are such that if the bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Services Agreement, execute the Services Agreement in accordance with the bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the CITY and execute sufficient and satisfactory Performance and Payment Bonds payable to the CITY each in the amount of one hundred percent (100%) of the total Services Agreement price in form and with security satisfactory to the CITY, whereupon this obligation shall be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall, upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the CITY, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorneys' fees to be fixed by the Court.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 2014.

Corporate Bidder:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Bidder:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

SURETY:
Name: _____

By: _____

Name: _____

Title: _____

FORM 5

ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS

I, _____, on behalf of _____, ("Bidder or Respondent"), acknowledge that if selected as the successful Bidder or Respondent for **FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport**, Bidder or Respondent shall comply with all insurance and bonding requirements contained in the Agreement (attached to the solicitation), and any other attachments to the solicitation which pertain to insurance and/or bonding.

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

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

Date: _____, 2014

Corporate Bidder or Respondent:
[Insert Corporate Name]

By: _____

Name: _____

Title: _____

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

Date: _____, 2014

Non-Corporate Bidder or Respondent:
[Insert Proponent Name]

By: _____

Name: _____

Title: _____

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

FORM 6

Certification of Insurance and/or Bonding Ability

Instructions: Offerors must submit 1) a completed copy of this form executed by their insurance company **and** 2) a completed copy of this form executed by their surety. Failure to submit completed forms from both entities, as required, will result in the Offeror being deemed non-responsive. **Submission of only one Form 6 is Offeror's representation that the listed company will provide both insurance and bonding to the Offeror.**

I, _____ [insert an individual's name], on behalf of _____ [insert insurance/surety full company name], a _____ [insert type of entity LLC, LLP, corporation, etc.](**"Insurer/Surety"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [insert date]:

- (a) Insurer/Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance and/or surety business in the State of Georgia;
- (b) Insurer/Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport** (**"Project"**) and its **Exhibit D**;
- (c) Insurer/Surety certifies that if, as of the date written above, _____ (**"Offeror"**) was selected as the successful Offeror for the Project, Insurer/Surety would provide insurance and/or bonding to Offeror for this Project in accordance with the terms set forth in **Exhibit D**; and
- (d) **Surety only:** The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 6 is executed by an Attorney-in-Fact, then Insurer/Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 6. If Offeror is unable to provide City with insurance and/or bonds that comply with the terms of Exhibit D within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer/Surety represents that all of the information provided by Insurer/Surety herein is true and correct as of the date set forth above.

Insurer/Surety: [insert company name on line provided below]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

FORM 7

ACKNOWLEDGMENT OF ADDENDA

Each Bidder or Respondent must complete and submit an acknowledgement with its proposal or bid that it has received all Addenda issued by City 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-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport.**

1. NONE []
2. _____;
3. _____;
4. _____; and
5. _____.

Date: _____, 2014

Corporate Bidder or Respondent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Date: _____, 2014

Non-Corporate Bidder or Respondent: [Insert
Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 8
FINANCIAL OFFER

On and as of _____, 2014, the undersigned, having examined carefully and become familiar with the (a) accompanying Invitation to Bid for **FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport ("ITB")**; (b) any addenda to the ITB; (c) Hartsfield-Jackson Atlanta International Airport ("**Airport**") and the Central Business District (as defined in the ITB); and (d) proposed operation of the Ground Transportation Shared Ride Shuttle Services at the Airport, hereby submits this Financial Offer to the City of Atlanta ("**City**") for the right to operate certain Ground Transportation Shared Ride Shuttle Services at the Airport.

The amount offered to the City for the first year's Minimum Annual Guarantee ("**MAG**") rent is equal to the greater of _____ U.S. Dollars (\$_____) ("**Fixed Dollar MAG**") or _____ percentage (____%) of Gross Revenue (as defined in the form of Services Agreement included herewith at Part 3 of the ITB) ("**Percentage MAG**"). Additionally, Service Provider will be responsible to pay the MAG which is equal to the greater of the Fixed Dollar MAG or Percentage MAG each year in accordance with the terms contained in the Services Agreement. The Fixed Dollar MAG will increase by 10% each year of the Services Agreement; however, the Percentage MAG will remain fixed throughout the initial term of the Services Agreement. The following conditions are placed on all Financial Offers submitted in response to the ITB:

- (a) The minimum acceptable first year Fixed Dollar MAG is \$150,000.00.
- (b) The minimum acceptable Percentage MAG is 6.0%.
- (c) For the purposes of reviewing the Financial Offers, the City will multiply the Fixed Dollar MAG and Percentage MAG received from each Bidder. The result of the calculation will be used to determine which Bidder submits the highest Financial Offer to the City.

Corporate Bidder: [Insert Corporate Name]

By: _____
Print Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Bidder: [Insert Proponent Name]

By: _____
Print Name: _____
Title: _____

Notary Public (Seal) My Commission Expires: _____

Part 3: Form of Services Agreement
GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES AGREEMENT
AT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
Atlanta, Georgia

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."

Contract Name:	Contract No: FC-7113
Service Provider:	City: CITY OF ATLANTA, GEORGIA
Name:	Using Agency: Department of Aviation
Address:	Address: Hartsfield-Jackson Atlanta International Airport 6000 North Terminal Parkway P.O. Box 20599 Atlanta, Georgia 30320
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative: Aviation General Manager (or his or her designee(s))

1. Background, Permitted Uses & Pricing.

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 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.

1.3 Pricing. Service Provider must submit all of its proposed passenger fare rates to the Aviation General Manager for review at least thirty (30) days prior to the earlier of (a) effective date of such change or (b) the date such rates are advertised to the public. **SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT ALL FARES FOR SERVICES SHALL REMAIN EQUAL TO THOSE CURRENTLY BEING CHARGED TO THE PUBLIC FOR THE FIRST NINETY (90) DAYS OF THE TERM OF THIS SERVICES**

AGREEMENT. The fares for travel to various representative points within the Central Business District (as hereinafter defined) will be conspicuously posted at each of the Service Provider's Facilities (and on its internet web page). All fare schedules must include every major destination and all routes.

2. Term.

2.1 Term. The term of this Agreement is four (4) 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. City has two (2) options to renew the Term by one (1) year each. 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.

4. Reserved.

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 hours 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 the Concessions Compliance Standards established by the Aviation General Manager, as the same may be modified from time to time. The Concessions Compliance Standards is set forth at www.Atlanta-Airport.com (CLICK ON: Business Information; then CLICK ON: Concessions Bid Opportunities; and then CLICK ON: Concessions Compliance Standards).

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; presenting a receipt and the correct change to the customer; 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: making reasonable change; offering passenger directions and assistance; and accepting at least four (4) major credit cards (Visa, MasterCard,

Discover and American Express) as payment for any debit or credit transaction. Further, the DOA highly encourages and may ultimately require the implementation of expedited payment options, which may include but is not limited to MasterCard PayPass® technology.

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 subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors. 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, vehicle congestion mitigation and crowd control).

6.6 Key Service Provider Employees and Key Subcontractors.

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 or Key Subcontractors 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. Notwithstanding anything to the contrary contained or incorporated herein, Service Provider acknowledges and agrees that for purposes of this Agreement only it is a conflict of interest if Service Provider (or any of Service Provider's Employees, members, partners, subcontractors or individual with direct or indirect ownership interest in Service

Provider) provides the Services and any oversight and/or management of any of the Airport's commercial ground transportation operations (e.g., vehicle dispatching [other than vehicles owned by Service Provider], vehicle congestion mitigation and crowd control). 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.

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 Contractor 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 subcontractors and sub-subcontractors 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 subcontractors and sub-subcontractors that perform all or part of the Services in this Agreement. See **Appendix C**.

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Contractor 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 ACDBE Policy. The City's Airport Concessions 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 ACDBE 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.

8.1.2 Equal Employment Opportunity (EEO) Policy. The City's Equal Employment Opportunity Policy as set forth in Code Sections 2-1200 and 2-1414 and **Appendix A**.

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 Contractor, 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 Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

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 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.

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 origin or physical handicap, and Service Provider will take affirmative action to insure 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 subcontractors, 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 Service Fees. The Service Provider shall pay to the City service fees equal to the Minimum Annual Guarantee ("MAG"), as the same may increase from time to time, throughout the term of the Agreement ("Service Fee(s)"). The MAG for each year of the Term shall be equal to the greater of the Fixed Dollar MAG or Percentage MAG as set forth below.

INITIAL TERM		
Contract Year (NOTE: ACTUAL DATES WILL BE FILLED IN WHEN AGREEMENT IS SIGNED)	Fixed Dollar MAG	Percentage MAG
Effective Date – End of First Contract Year		____%
Start of Second Contract Year – End of Second Contract Year		____%
Start of Third Contract Year – End of Third Contract Year		____%
Start of Fourth Contract Year – End of Fourth Contract Year		____%
FIRST RENEWAL TERM		
Contract Year	Fixed Dollar MAG	Percentage MAG
Start of First Renewal Term - End of First Renewal Term		____%

SECOND RENEWAL TERM		
Contract Year	Fixed Dollar MAG	Percentage MAG
Start of Second Renewal Term - End of Second Renewal Term		_____ %

10.2 Payment Process. The Service Fees will be equal to the higher of one twelfth (1/12th) of the Fixed Dollar MAG or Percentage MAG. Service Provider must pay all Service Fees on a monthly basis, in advance, without set-off, deduction, abatement or reduction of any kind, beginning on the Effective Date and throughout the Term of this Agreement. Service Fees are due and payable on the fifth (5th) day of each month. By the tenth (10th) day of each month, Service Provider will submit a report, in a form provided by the Department of Aviation, of actual Gross Revenue received during the previous month along with the calculation of the Percentage MAG for such previous month. If the Percentage MAG for the previous month is greater than the Service Fees actually paid for the previous month, then Service Provider must remit the unpaid amount to the City by the twentieth (20th) day of each month without demand, set-off, abatement or deduction and without the necessity for notice or demand by City.

10.2.1 The term "Gross Revenue" shall include any monies paid or payable to Service Provider (or Service Provider's subcontractors, licensees and assigns) for sales made or services rendered pursuant to the terms of this Agreement, regardless of when, where, or whether the business transaction (e.g. trips) occurs on or off of Airport property, as well as any other revenues of any type arising out of or in connection with Service Provider's operations (including, without limitation, advertising revenue) under the Agreement. There shall be no exclusions from Gross Revenue, unless approved in advance by the Aviation General Manager.

10.2.2 Annual Service Fees paid for each year of the Term of the Agreement will be reconciled within the first one hundred and twenty days (120) of the following year of the Term. Any underpayments shall be paid to the City by Service Provider immediately without the necessity for notice or demand. The City will reimburse the Service Provider for any overpayments made by the Service Provider (and actually received by the City) by crediting the Service Fees next coming due and payable to the City until such overpayment has been fully reimbursed.

10.2.3 Any Service Fees paid after the tenth (10th) of the month and Percentage Rent paid after the twenty-fifth (25th) day of the following month will be deemed a late payment and shall incur interest as additional rent at the rate of one and one-half percent (1.5%) per month from the date due until the date received by the City.

10.3 Method of Payment.

10.3.1 Service Fees due and payable for any partial month shall be prorated based upon the number days in the given month. All Service Fees shall be paid in lawful money of the United States of America, free from all claims, demands, set-offs or counterclaims of any kind against City. All rental payments shall be payable at:

**ATTN: City of Atlanta
Department of Aviation
P.O. Box 920500
Atlanta, Georgia 30392**

10.3.2 City may require payment at such other place as the Aviation General Manager may from time to time designate to Service Provider in writing.

10.3.3 Service Provider agrees that no payment by Service Provider or receipt by City of a lesser amount than the amount due and payable shall be deemed to be anything other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. City may accept such payment without prejudice to City's right to recover the balance or to pursue any other remedy in this Agreement or otherwise provided by Applicable Law or equity.

10.4 Books and Records.

10.4.1 Service Provider must maintain throughout the Term of this Agreement and for a six (6) year period after the Term, including renewals (or, in the event of a claim by City, until such claim of City for payments hereunder shall have been fully ascertained, fixed and paid), separate and accurate, daily records of Gross Revenues from all activity conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business on or transacted in, about, from or pertaining to the Services. Service Provider must enter all receipts arising from such business in regular books of account, and all entries in any such records shall be made at or about the time the transactions occur.

10.4.2 Service Provider shall maintain weekly, monthly, quarterly and annual reports of Gross Revenues and transactions derived from its operations under this Agreement, using a form and method as directed by the Aviation General Manager. Upon the Aviation General Manager's written request, Service Provider must make available immediately at the Airport (or inspection and copying) any and all books, records and accounts pertaining to its operations or performance of its obligations under this Agreement. The intent and purpose of the provisions of this Section are that Service Provider must keep and maintain current and accurate books and records which will allow City to audit Service Provider's performance of the Services and accuracy of the reports submitted to the City.

10.4.3 Should any examination, inspection or audit of Service Provider's books and records by any party disclose an underpayment by Service Provider in excess of two percent (2%) of the total annual consideration due, Service Provider must immediately pay City the amount of such underpayment, plus interest thereon at the rate of one and one half percent (1.5%) per month, from the date due until the date collected, and shall reimburse City for all costs incurred in the conduct of such examination, inspection, or audit. If City deems it necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection or audit, then Service Provider agrees that it

must immediately reimburse City for reasonable attorneys' fees and litigation expenses as part of the costs incurred.

10.4.4 Not later than sixty (60) days after each annual anniversary of the Effective Date, Service Provider must furnish to the Aviation General Manager an unqualified report, certified by a Certified Public Accountant ("CPA") of the Gross Revenues. Service Provider must also furnish the Aviation General Manager with such other financial or statistical reports as the Aviation General Manager from time to time may reasonably require.

10.4.5 Upon request by the Aviation General Manager, Service Provider must furnish to City copies of its quarterly State of Georgia sales and use tax returns at the time of filing, and any amendments thereto. All copies of such returns must be certified as exact copies of the original documents by a Certified Public Accountant (CPA). Service Provider shall also promptly notify the Aviation General Manager of and furnish to City copies of any audit reports related to its business conducted by the Department of Revenue of the State of Georgia or the Internal Revenue Service. All of the books, records and accounts required by this Section to be maintained by Service Provider, or true and complete copies of them, shall be maintained by Service Provider in the greater Atlanta area.

10.5 Revenue Control. All business transactions must be completed by (a) a register transaction or (b) an on-line sale through the Service Provider's website and in either case a receipt must be given to each customer and the transaction documented in the Service Provider's books and records. Notwithstanding the foregoing, during the Term of this Agreement, the City reserves the right, at its expense, to purchase and/or implement a computerized point of sale system ("POS") and to further modify the system from time to time. Service Provider must cooperate fully in the development and implementation of such a system. Upon implementation, the Aviation General Manager may dictate a new method of collection and payment by providing written notice to Service Provider of the same. Service Provider must cooperate with the City in implementing such modified collection procedures. If the new POS system requires replacement of existing cash registers within the Facilities, the City will reimburse Service Provider for the unamortized cost thereof (based on the then current book value, using the straight-line method of depreciation) less the salvage value of such cash registers.

10.5.1 City will determine the type of registers to be used in any newly implemented point of sale system. In order to facilitate implementation of the point of sale system, all cash registers used in the operation of businesses within the Facilities must have, at a minimum, the features outlined below:

10.5.1.1 A minimum of sixty (60) segregated sales categories;

10.5.1.2 The input device may either be a keyboard, scanner, touch screen, or other approved input technology or combination of the thereof;

10.5.1.3 The patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of the transaction;

10.5.1.4 The POS register, terminal, or POS control server(s) shall be capable of secure, encrypted data transmission using the TCP/IP or RS-232 communications protocol; and

10.5.1.5 The register or data collection device shall have a secure transaction audit tape or a detail digital ASCII transaction journal log file stored on a USB (flash) drive or other suitable media.

10.6 Service Provider agrees that it must comply and remain current with all Payment Card Industry Data Security Standard (PCI-DSS) requirements as detailed at <https://www.pcisecuritystandards.org>.

10.7 No Tipping. Service Provider acknowledges and agrees that it shall not accept or allow any of its Employees, contractors, subcontractors, licenses or sublicensees, to accept tips or other gratuity for rendering the Services under this Agreement.

10.8 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.

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 subcontractors, 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 subcontractors 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.

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 contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Service Provider's or its contractors' 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 contractors 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 derivative 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 subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Employees or subcontractor);

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, contractor, subcontractor 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. Reserved.

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 PAID 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 on **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. Termination.

20.1 Events of Default. Service Provider shall be in default under the terms of this Agreement if Service Provider:

(a) fails to pay rent or any other payment within five (5) days of the date such payment is due to the City whether or not City has provided Service Provider with an invoice or written notice of the amount due or overdue;

(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) makes any material misrepresentation (or failed to make a full and accurate disclosure) to the City in the documents, questionnaires or materials submitted by the Service Provider in response to the Request for Qualification or Invitation to Bid pursuant to which this Agreement was awarded, or failed to comply with all requirements, including, without limitation, the ethical standards and conflicts of interest policies set forth in the City Code;

(i) fails to pay any and all taxes and assessments required to be paid under this Agreement or in the operation of Service Provider's business.

20.2 City's Remedies: If Service Provider is in default, City will notify Service Provider in writing of the nature of the default and the time period within which to cure, if any. If Service Provider, (a) where a specific time period for the cure is provided in the applicable subsection of this Agreement does not cure the default within that period or (b) where a time period for the cure is not specifically provided in the applicable section, does not cure the default within twenty (20) days from receipt of notice from City, City may, without further notice to Service Provider's sureties, if any, elect to exercise any of the following remedies:

20.2.1 Allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies under it, including, without limitation, the right to assess fines and the right to collect rent as it becomes due together with interest at the rate of one and one-half percent (1.5%) per month.

20.2.2 Continue this Agreement in full force and effect and enter the Facilities and let all or any portion of it to other parties.

20.2.3 Terminate all or any portion of this Agreement or any of Service Provider's rights under this Agreement at any time thereafter and recover from Service Provider all costs, expenses, losses and damages recoverable under this Agreement or Applicable Law as a result thereof.

20.2.4 Cure any default at Service Provider's cost. If City at any time, by reason of Service Provider's default, pays any sum to cure any default, the sum paid by City shall be immediately due from Service Provider to City on demand, and shall bear interest at the rate of one and one-half percent (1.5%) per month from the date paid by City until the date City is fully reimbursed by Service Provider.

20.2.5 Exercise any and all other rights or remedies available under this Agreement or at law or in equity.

20.3 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 **Section 20.1**, 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 20.4**.

20.4 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, transferee or liquidator for all or any portion of its property.

20.5 Termination by City for Convenience. The City shall have the right to terminate this Agreement without cause at any time during the Term by giving written notice to Service Provider at least thirty (30) days prior to the date such termination is to be effective. Should the City terminate the Contract prior to its expiration, the City shall reimburse the Service Provider for the reasonable and proper unamortized costs of the capital improvements, made by or at the cost of the Service Provider, which have been approved in advance (in writing) by the Aviation General Manager. Service Provider must document the costs of any and all capital Improvements in a form and detail satisfactory to the Aviation General Manager and submit same within thirty (30) days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of such capital improvement(s). The capital costs of the Service Provider's improvements shall be amortized based upon a straight-line depreciation schedule over the initial Term of the Contract, with a salvage value equal to zero (0).

Reimbursement for unamortized costs of capital improvements shall be the Service Provider's sole remedy in the event City terminates this Agreement pursuant to Section 20.4. Additionally, if requested by the City, Service Provider must waive, in writing, any and all claims for damages, including loss of anticipated profits, in the event that the City terminates this Agreement for convenience.

20.6 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; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, Facilities and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) comply with all other reasonable requests from City regarding the terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

21. Dispute Resolution.

21.1 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.

21.2 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.

21.3 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.

21.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section 13**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

22. Fines and Penalties. The Parties acknowledge and agree that the traveling public is entitled the highest caliber of service that can be offered. As such, the City has established certain performance standards and penalties for Service Provider's failure to adhere to this Agreement and ensure that the traveling public receives the highest caliber of service. Unless specifically noted to the contrary, the following penalties may be assessed by the Aviation General Manager (in his/her sole discretion and in addition to any other remedy set forth in this Agreement or available at Applicable Law or in equity) for each incident set forth below:

Incident	Penalty
Missed Fixed-Schedule departure.	\$100 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$250 per occurrence.
Passenger waiting more than 15 minutes beyond scheduled pick-up time for door-to-door service	\$50 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$150 per occurrence.
Fixed-Schedule passenger waiting for more than 5 minutes after scheduled departure.	\$50 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$150 per occurrence.
Any reports of a late pick-up.	\$50 per occurrence.
Number of complaints exceeds 5 in any one calendar month.	\$200 for the 6th complaint and \$50 for each additional complaint in a month.
Driver not in compliance with dress code.	Warning for the first two violations in a given month, \$50 per occurrence

	thereafter.
Vehicle in violation of standards.	\$100 per first occurrence for each month; \$200 per occurrence for each additional in any given month
Vehicle impeding traffic flow.	\$100 per occurrence
Loitering or littering by any of Service Provider's Employees or representatives.	\$50 per occurrence
A report/complaint involving the refusal or delay of any or trip or poor customer service related to a fare or trip.	\$100 per occurrence

23. Surrender of Facilities.

23.1 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.

23.2 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.

24. General.

24.1 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.

24.2 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.

24.3 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*. The Aviation General Manager may grant or deny consent to assign, subcontract, license or encumber this Agreement or the Services in his/her sole discretion.

24.4 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.

24.5 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. Each covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement; the breach of any such covenant or agreement by City shall not discharge or relieve Service Provider from Service Provider's obligation to perform each and every covenant and agreement of this Agreement to be performed by Service Provider.

24.6 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.

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

24.8 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.

24.9 Independent Service Provider. Service Provider is an independent contractor 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.

24.10 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.

24.11 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.

24.12 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.

24.13 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.

24.14 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.

24.15 Time of the Essence: Time is of the essence with regard to each provision of this Agreement.

24.16 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.

24.17 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.

24.18 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).

24.19 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 _____, 2014, and approved by City's Mayor on _____, 2014, a copy of which is attached to this Agreement as **Exhibit D-1**. 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.

24.20 Usufruct. To the extent, the City granted Service Provider the right to use any real property owned by the City, all of Service Provider's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of City.

24.21 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.

24.22 Section Headings. The section headings contained herein are for the convenience of City and Service Provider and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

24.23 Reference to Clause or Section Entitled " ". When reference in this Agreement is made to a specific clause with a specific title set forth in a section heading or section number, such reference will include all sections and subsections of such clause.

24.24 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.

24.25 Force Majeure. Neither party shall be deemed to be in breach of this Agreement by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities, acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the parties (collectively "Force Majeure Event"). If either party claims the occurrence of a Force Majeure Event, such party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event.

24.27 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 ("GORA"). PURSUANT TO O.C.G.A. § 50-18-72(A)(34), *an entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.]*.

**[SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, The Parties, by their authorized representatives, have executed this Agreement as of the Effective Date.

CITY:
CITY OF ATLANTA, a municipal corporation
of the State of Georgia

Mayor

Municipal Clerk (Seal)

Approved:

Aviation General Manager

Chief Procurement Officer

Approved as to form:

Senior Assistant City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Block Options for Service Provider:

SERVICE PROVIDER:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

[END OF SIGNATURES]

EXHIBIT A
SCOPE OF SERVICES

The Service Provider will provide, as a minimum, the following ground transportation services at the Airport ("Service(s)"):

i. **General Service:** Service Provider will provide exclusive ground transportation shared ride shuttle service for the City's Department of Aviation between the domestic and international terminals of Hartsfield-Jackson Atlanta International Airport ("Airport") and the Downtown, Midtown and Buckhead areas of the City as such areas are visually depicted on **Exhibit B-1** (collectively, referred to herein as the "Central Business District"). Service Provider will operate a fleet of commercial motor vehicles connected to and controlled by a two-way communication/dispatch system to pick-up and deliver passengers between the domestic and international terminals of the Airport and the Central Business District.

a. **Fixed Schedule Shuttle Service:** Service Provider must provide fixed schedule shared ride shuttle service on an on-demand/walk-up basis between the Airport and the Central Business District ("Fixed Schedule Shuttle Service") between 6:00 a.m. and 12:00 a.m. (i.e., midnight) utilizing a sufficient number of vehicles to limit passenger Airport curbside dwell time to fifteen (15) minutes or less. The Fixed Schedule Shuttle Service must be provided seven (7) days a week, three hundred sixty-five (365) days a year.

b. **Fixed Route Service:** In addition to the Fixed Schedule Shuttle Service, Service Provider must operate at least three (3) separate fixed schedule routes to each of the three (3) zones as visually depicted on **Exhibit B-1** (i.e., Downtown Route, Midtown Route and Buckhead Route) with no more than five (5) stops on any given route ("Fixed Route Service"). Additionally, the Fixed Route Service shall depart from the Airport at least once per hour between the hours of 6:00 a.m. and 9:00 a.m. and 3:00 p.m. and 8:00 p.m., Monday to Friday of each week, excluding Christmas Day, New Year's Day, Labor Day, Fourth of July and Thanksgiving Day.

c. **Door-to-Door Pre-Arranged Shuttle Service:** As part of the Service, Service Provider will offer door-to-door shared ride shuttle service on a pre-arranged basis only between the Airport and the Central Business District ("Door-to-Door Service"), including, without limitation, commercial, residential, hotel, entertainment and hospitality destinations therein which may be provided via approved shuttles, vans and commercial motor vehicles (i.e., buses).

d. Cooperation with Curbside Management Service Contractor: Service Provider acknowledges that from time to time, the City may engage a third party curbside management company to assist with the oversight and management of the ground transportation operations at the Airport. Service Provider agrees to use its best efforts to cooperate with the City's authorized curbside management contractor by complying with all (i) federal, state and local laws, (ii) Airport policies, rules and regulations and (iii) reasonable requests and directives made by the authorized curbside management contractor, if any. Service Provider may contact the Airport's ground transportation manager to discuss any questions or submit a complaint related to the curbside management company, if any.

II. Service Provider Record Keeping & Reports: Service Provider will maintain throughout the Term of this Agreement and retain for a six (6) year period after the expiration or earlier termination of this Agreement true and accurate accounting books and records of all transactions conducted under or relating to this Agreement in accordance with generally accepted accounting principles, showing (in detail) all business transacted in, about or pertaining to the Services. In addition, Service Provider shall maintain each of the following:

a. Vehicle Maintenance Records (submitted annually to include repairs and preventative maintenance records).

b. Employee Records (to include annual Motor Vehicle Record (MVR) information for each of Service Provider's drivers).

c. Ridership Data (submitted monthly to include monthly ticket sales, vehicle trips, and vehicle capacity totals).

d. For the first six (6) months of the Agreement, daily Ridership Data (to include number of passengers transported).

e. All current vehicle identification information (VIN, Tag Information, Vehicle Color, Vehicle Make, and Vehicle Model) is to be kept on file with the Ground Transportation Division.

f. Complaints & Resolution Records submitted to the Ground Transportation Division on a monthly basis.

III. Service Provider Dispatching, Communication & Reservation Systems

a. **Dispatching System:** Service Provider shall maintain a dispatching system with sufficient capability to enable Service Provider to maintain two-way voice communication with all vehicles while such vehicles are in operation. Dispatching system shall include GPS capability to allow Service Provider to ascertain in real time all vehicle locations. Dispatching system shall allow for re-routing of vehicles.

b. **Point-of-Sale (POS) System:** Service Provider shall operate a ticket sales system with the following capabilities:

(i) **Reservations:** Advanced sales system with sufficient capability to enable the reservation of a seat(s) for transportation services. This aspect shall be accomplished via internet, telephone, or in person.

(ii) **Real Time Transactions:** System shall be capable of recording/logging On Demand/Walk-up transactions for audit and report generation purposes. System shall capture face-to-face transactions whether payment is made in cash, credit card or other authorized means.

(iii) **Reports:** System must be able to generate documentation in accordance with the reporting requirements outlined in **Section II** above.

IV. **Service Provider Service Locations:** Any and all physical locations/booths utilized by Service Provider at the Airport must be kept in a neat, clean, orderly and professional condition and appearance at all times by Service Provider. Service Provider will remove and dispose of all trash and debris at locations utilized by Service Provider at the Airport.

a. **Service Provider Signage:** Service Provider will not install signs on or about airport without prior approval from the Department of Aviation. The selected service provider may be allowed or be required by the airport to put up internal signage at any locations.

b. **Hours of Operation (All Airport Locations):** Service Provider will provide shuttle service for all scheduled flights (at the domestic and international terminals), which typically occur over an eighteen (18) hour period each day,

from 6:00 AM until 12:00 AM, seven (7) days per week unless otherwise authorized in writing by the City.

c. Service Provider Booths, Booth Hours of Operation and Extended Booth Hours: The Department of Aviation will provide the Service Provider with three (3) physical locations/booths located in the (a) interior of the domestic terminal, (b) GTC and (c) interior of the international terminal. Service Provider shall be responsible for all fees, costs and expenses related to supplying and maintaining telephone, internet service or electricity for each booth. Notwithstanding anything to the contrary contained in the Agreement, Service Provider acknowledges and agrees that the Aviation General Manager, in his/her sole discretion, may relocate any of the Service Provider's physical locations/booths in the best interests of the Airport, City and/or public. Service Provider may not relocate, modify or alter any of the booths without the prior written consent of the Aviation General Manager. Service Provider will extend its operating hours (of Service and staffing of the booths) as needed to address irregular operations and all weather emergency and/or flight diversion situations, which might require certain locations to open or remain open beyond the hours of operation set forth above. Service Provider will be responsible for ensuring that the highest level of service is maintained to the satisfaction of the City in accordance with best industry standards. Service Provider will post the normal schedule of operation prominently at each physical location/booth operated by the Service Provider at the Airport. At a minimum, Service Provider must staff the booths, throughout the Term, as follows:

- (i) Domestic Terminal Physical Locations/Booths: At least one (1) employee for each physical locations/booths between the hours of 6:00 a.m. and 12:00 a.m. (i.e., midnight).
- (ii) International Terminal Physical Locations/Booths: At least one (1) employee for the physical Locations/booths between the hours of 10:00 a.m. to 6:00 p.m.

V. Passenger Loading, Drop-Off and Vehicle Staging Locations: The passenger loading and vehicle staging areas are generally depicted on **Exhibit H** of the Services Agreement, as the same may be altered or amended from time to time by the Aviation General Manager.

a. **Passenger Loading Locations:** Service Provider may only load passengers in the designated loading stalls at the (i) Ground Transportation Center ("GTC") on the west curb of the domestic terminal of the Airport and (ii) arrivals curb of the international terminal. Service Provider acknowledges and agrees passenger loading may not occur in any other location at the Airport without the Aviation General Manager's prior written consent.

b. **Drop-Off Locations:** Service Provider may only discharge passengers in the following locations:

(i) Domestic Terminal: At each doorway, as determined by each passenger's airline ticket counter location, located on the upper level of the outer curb roadway serving the ticketing areas of the north and south side of the domestic terminal.

(ii) International Terminal: At each doorway, as determined by each passenger's airline ticket counter location, located on the upper level of the outer curb roadway serving the ticketing area of the international terminal.

c. **Vehicle Loading Stalls:** The Airport will designate for the Service Provider multiple stalls/areas for passenger loading. Two (2) vehicle stalls will be allocated for loading in the GTC and one (1) vehicle stall at the Arrivals curb of the international terminal. Service Provider vehicles may not enter the domestic terminal's GTC or the international terminal's arrival curb with passengers on board.

d. **Vehicle Staging Locations:** The Airport will provide a vehicle staging area for no more than ten (10) vehicles in the international terminal's commercial vehicle hold lot, which is generally depicted on **Exhibit H** of the Agreement. Vehicle staging is only permitted in the designated areas set forth herein as the same may be altered from time to time by the Aviation General Manager. The international terminal's commercial vehicle hold lot and GTC are closed daily between the hours of 2:00 A.M. and 4:00 A.M. for cleaning and maintenance by Airport personnel. Service Provider acknowledges and agrees to remove all of its vehicles from the international terminal's commercial vehicle hold lot and GTC at least 15 minutes prior to closure and stage to return to the international terminal's commercial vehicle hold lot and GTC at least 15 minutes prior to re-opening the same.

e. **Maintenance Facilities:** Service Provider will not be provided with any storage, maintenance or other facilities for its vehicles on Airport property. Additionally, Service Provider is required to store, stage and maintain its vehicles off Airport property located near the Airport in order to maintain the fifteen (15) departure timeframes as set forth in **Section I(a)** of the Scope of Services. The Service Provider's off Airport facilities will be secured, maintained, and operated by and at Service Provider's sole expense. Service Provider must not allow any of the vehicles used to provide the Services to stage, idle or dwell in any location other than the domestic and international commercial vehicle hold lots, GTC or Service Provider's off Airport maintenance/staging facility.

VI. **Service Provider Vehicles:** Service Provider will utilize vehicles having a seating capacity of at least ten passengers with on-board luggage storage facilities and climate control (i.e. heating and air-conditioning). Service Provider may not utilize vehicles older than seven (7) model years in performing any of the Services. Additionally, all Service Provider's vehicles must comply with each of the following:

a. **Vehicle Appearance:** All of Service Provider's vehicles utilized to provide the Services must be clearly branded in accordance with Section VII below, as the same may be modified from time to time. No bumper stickers or vanity license plates may be placed on or in any of the vehicles performing the Services. In addition to any identification required by federal, state or local laws, Service Provider must clearly identify on the exterior of each vehicle, with lettering that is no less than four (4) inches in height, each of the following items:

- (i) Name of Service Provider's company;
- (ii) Telephone number for the Service;
- (iii) Service Provider's Motor Carrier Identification Number (USDOT Number) issued by the Georgia Department of Revenue (DOR); and
- (iv) The Service Provider's motor carrier identification number must be preceded by "USDOT" and followed by "GA," if the vehicle is used solely inside the boundaries of Georgia (intrastate).

b. **Driver's Identification Placard:** All of Service Provider's drivers must display an identification placard substantially similar to **Exhibit I** attached to the Agreement ("Identification Placard") on the interior of each vehicle. Each Identification Placard must be placed in a location that is easily visible to the passengers as they enter the vehicle without having to ask the driver to display such information. Additionally, each Identification Placard must include the

name (first and last) of the driver, a photograph of the driver's face, name and contact telephone number of the Service Provider (which shall be the same telephone number used on all placards [i.e., a centralized number for customers to obtain service, ask questions or register complaints]). All Identification Placards must be at least six (6) inches high and eight (8) inches wide; the photograph of the driver photo must be at least two (2) square inches in size; and the lettering used for the driver's name, Service Provider's name and telephone number may not be less than one (1) inch in height.

c. Vehicle Cleanliness: Service Provider must keep all vehicles used to provide the Services in a clean and odor free condition, which must be free from all dust and debris at all times. At a minimum the Service Provider acknowledges and agrees that all vehicles interior and exterior will be washed twice per week and swept/vacuumed daily. Service Provider acknowledges and agrees that it must inspect the vehicles on a daily basis to ensure they are clean and that all maintenance has been performed. Vehicle cleaning and detailing must be conducted off Airport because no vehicle cleaning locations will be provided for Service Provider's use.

d. Vehicle Appurtenances: All service provider vehicles must be equipped with or possess the following equipment and/or characteristics:

- (i) Fully operational climate control system
- (ii) A functional system dedicated to communication between the Service Provider's commercial motor vehicles and the central dispatch system (two way communication system or other system)
- (iii) Functional safety belts as required by law
- (iv) Automated Vehicle Identification(AVI) Transponder issued by the DOA
- (v) Sufficient space for interior luggage storage and/or luggage racking system in accordance with all applicable laws
- (vi) No fare-metering device installed
- (vii) GPS functionality (driver assisted way-finding)
- (viii) Back up warning system

e. Vehicle Maintenance & Inspections: Service Provider must maintain all vehicles (and any other equipment used to provide any of the Services) in good working order and first-class manner commensurate with the best industry practices and standards. Service Provider must keep accurate and detailed

vehicle maintenance records, which shall be made immediately available for review by the Aviation General Manager upon request. Service Provider acknowledges and agrees that it will not use any vehicle that is not in good working order to perform any Services. The Aviation General Manager may require the Service Provider to remove any vehicles not maintained in accordance with the Services Agreement.

f. Alternative Fuel Vehicle Requirement: At least twenty-five percent (25%) of the Service Provider's vehicles utilized in providing the Services must be Alternative Fuel Vehicles ("AFV") at the start of the Agreement. The Service Provider shall increase percentage of AFVs by a minimum of twenty-five percent (25%) annually thereafter.

g. Handicapped Passenger Service: Service provider must operate a minimum of two (2) handicap accessible vehicles to accommodate handicapped passengers. Handicap accessible vehicles do not need to comply with the minimum seating capacity otherwise required herein.

h. Vehicle Transponders: Service Provider must purchase and mount an AVI transponder in each vehicle in accordance with Airport policy. The cost of each transponder shall be borne by Service Provider at the current rate for transponder purchase (currently between \$12.50 and \$15.00). Service Provider must purchase transponders through the Airport ground transportation division.

VII. Marketing and Advertising: The Department of Aviation will place a reference to the Service Provider's website via a hyperlink at no cost to the Service Provider. The Service Provider must apply a vinyl vehicle wrap (or paint scheme) the exterior all of the vehicles used to provide the Services with the Department of Aviation approved vehicle advertising wrap. Service Provider may not advertise any third-party services on any equipment associated with this Agreement, including its vehicles, uniforms and customer service/sales booths at the Airport. All other advertisement must be approved in advanced by the Aviation General Manager in his/her sole discretion.

VIII. Customer Service Standard: Service Provider agrees to operate its business and provide the Services on a timely basis and in a manner consistent with the highest standards in the transportation industry and in compliance with all federal, state and local laws. Service Provider will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this agreement.

IX. Service Provider Employee Training: All of Service Provider's employees must obtain and wear an Airport identification badge whenever he/she is on Airport property. Additionally, all of Service Provider's employees must attend all training required in order to obtain an Airport identification badge. Additionally, all of Service Provider's employees must complete the Department of Aviation's Customer Service Training Course within one hundred eighty (180) days of the Effective Date of this Agreement.

X. Service Provider Complaint Resolution Process: Service Provider must promptly and courteously respond to all complaints, whether made directly to the Service Provider or referred to the Service Provider by the City, and resolve the same in a timely and efficient manner. Service Provider must retain a record of all complaints and resolutions throughout the term of the Agreement. Service Provider must maintain a placard in the form of **Exhibit I** attached to the Agreement, and clearly and conspicuously display the same on the inside of the vehicle.

XI. Service Provider Employees: Service provider must employ a sufficient number of trained employees to meet all of its obligations under the Agreement. Additionally, all Service Provider's employees must comply with each of the following:

a. Operations Oversight: Service Provider must designate an on-site manager(s), with five (5) years of ground transportation experience, who is responsible for the day-to-day operations of the Service Provider at the Airport. Service Provider hereby represents and warrants that each of its on-site managers have the authority to render decisions and to take all necessary action on behalf of the Service Provider in connection with the Agreement. Service Provider must have a manager on-site at the Airport during all hours of operation as set forth in Section IV(b) above.

b. No Loitering: Service Provider's employees are not permitted to loiter in the domestic or international terminals or utilize the public seating areas of either of the terminal buildings.

c. Service Provider Employee Badging: All of Service Provider's employees must, among other things, successfully pass a 10-year criminal history records check in order to receive an Airport identification badge. The background check and badge issuance will be conducted by the Department of Aviation's security division at the Service Provider's sole cost and expense.

d. **Service Provider Employee Conduct:** Service Provider's employees must refrain from any loud, boisterous, offensive or inappropriate conduct and treat all passengers courteously. Service Provider must ensure that its employees do not discriminate against any passenger based upon its race, creed, color, national origin, ethnicity, age, disability, gender or sexual orientation. Service Provider must not, directly or indirectly, use any high pressure, unfair or deceptive trade practices when describing, selling or providing the Services to the public. Service Provider acknowledges and agrees that the Airport General Manager, in his/her sole discretion, may (a) revoke such employee's Airport badge or (b) demand that such employee not provide any of the Services under the Agreement.

e. **Service Provider Employee Appearance:** All of Service Provider's employees must (a) wear the Service Provider's uniform, (b) display Airport identification badge and Service Provider's company name tag and (c) maintain a neat, clean, well-groomed and professional appearance at all times. All of Service Provider's uniform styles must be approved, in writing, by the Airport General Manager in his/her sole discretion.

f. **Service Provider Vehicle Drivers:** Service Provider must ensure that all drivers possess all federal, state and local licenses to operate its vehicles including, without limitation, a valid medical examiner's certificate (See CFR Title 49 Part 391.41).

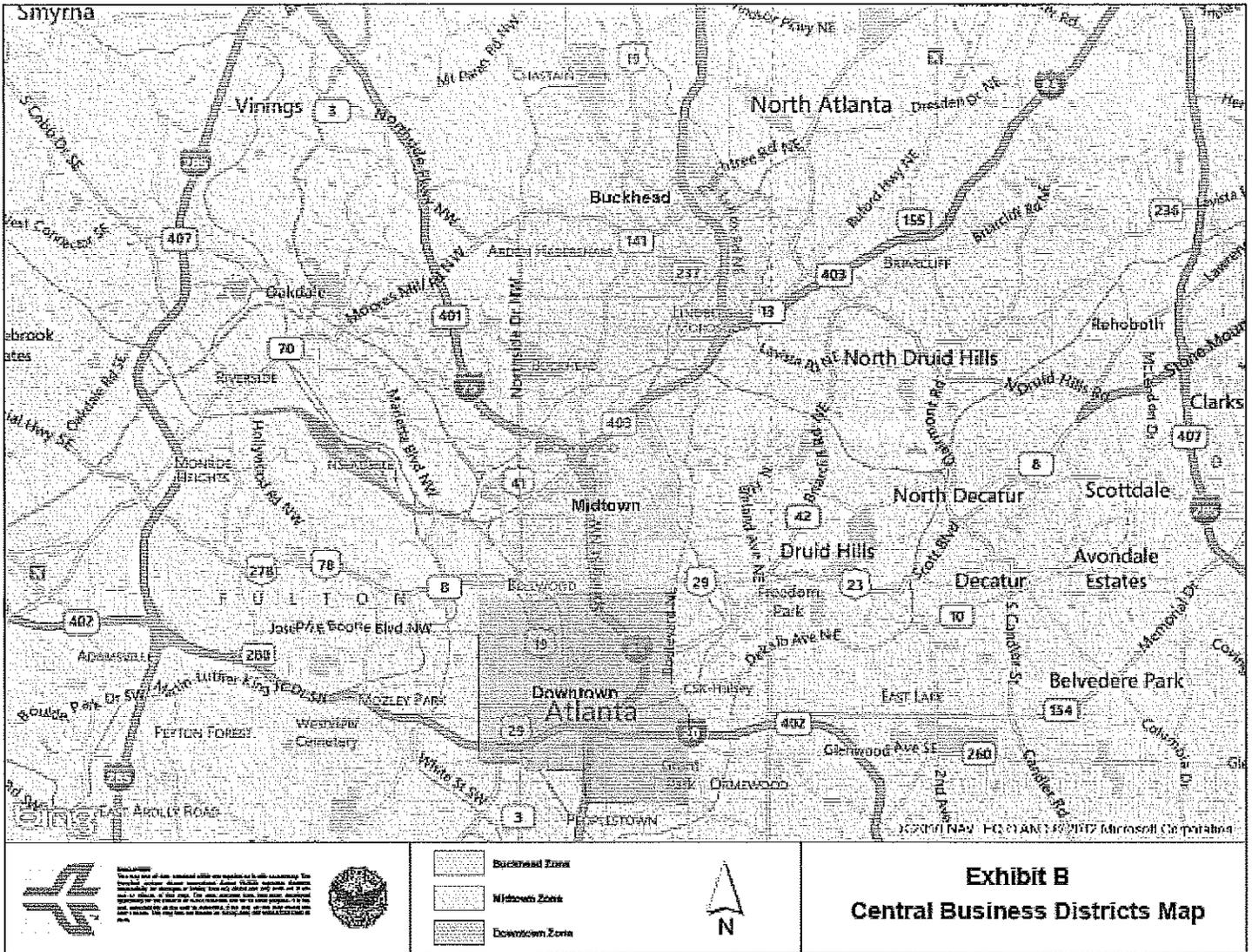
XII. **Passenger Fares and Rate Structure:** Service Provider will charge the public fares for riding that are fair, reasonable and nondiscriminatory. Any change in the fares must be submitted to the Department of Aviation for approval at least 30 days in advance of the earlier of (a) the effective date of such change or (b) the first date such fares are advertised to the public. No fare change may be implemented without the approval of the Aviation General Manager. Fares to various representative points within the assigned Service Area(s) will be conspicuously posted at each location for passengers to see prior to making arrangements for transportation. All fare schedules must include every major destination and all portions of the assigned Service Area(s). The Airport will provide a customer service counter/booth for ticket sales at both terminals. The counter/booth includes phone and data lines, but all other equipment, office supplies, and phone and data line costs are the responsibility of Service Provider.

XIII. **Service Provider Radio Frequency Protection:** If Service Provider installs or operates any type of radio transceiver or other wireless communications equipment, Service

Provider will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration ("FAA") for the vicinity of FAA Transmitter or Receiver facilities.

Frequency protection will also be provided for all other frequency bands operating in the vicinity of the selected service provider's equipment. Should interference occur as a result of the Service Provider's installation or operation, the Department of Aviation reserves the right to shut down the Service Provider's operation until appropriate remedies to the interference are made by the Service Provider. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Service Provider's expense.

EXHIBIT B
CENTRAL BUSINESS DISTRICT MAP

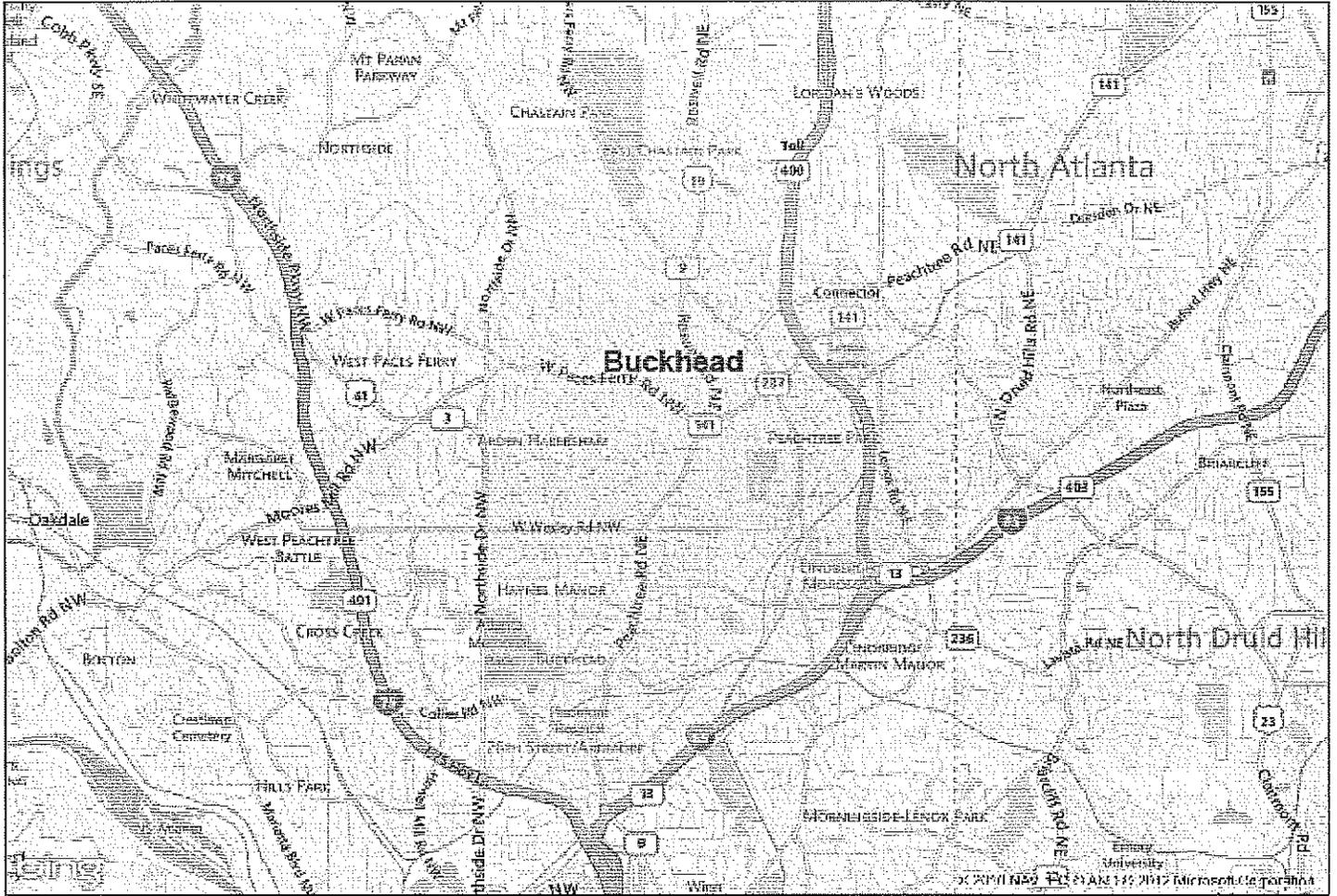




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**Exhibit B-1
Midtown Zone Map**



This map and all other materials were prepared by the Atlanta-Fulton County Stadium Authority. The Authority is not responsible for any errors or omissions in this map. The Authority is not responsible for any damages or losses resulting from the use of this map. The Authority is not responsible for any claims or lawsuits filed against it or its officers, directors, or employees, or any of its agents, arising out of or in connection with the use of this map.



**Exhibit B-1
Buckhead Zone Map**

EXHIBIT C
DEFINITIONS

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

“Applicable Law(s)” means all federal, state or local statutes, laws, ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind (including, without limitation, all of the rules and regulations of the Airport) by which a Party may be bound, then in effect, which come into effect or are amended during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors or agents; (c) the Contract Documents; or (d) the performance of the Services under this Agreement.

“Aviation General Manager” shall mean the individual authorized by the City Code to direct the general management, operation and administration of the Airport or his/her designees.

“Charges” means the amounts payable by the Service Provider to City under this Agreement.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this 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

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Service Provider Employees" all of Service Provider's employees, contractors, subcontractors, agents, including, without limitation, the employees, contractors, subcontractors, agents of Service Provider's partners or joint venture partners and any other individuals or entities providing any of the Services set forth in the Agreement under the color of Service Provider's authority.

"Contract Documents" shall collectively include this Agreement and any exhibits, appendices, addenda and other documents attached or incorporated herein by reference.

"Facility" or "Facilities" means any physical premises, booths/kiosks, parking stalls or other locations leased or occupied by Service Provider from or through which Service Provider will provide any Services. However, Service Provider acknowledges and agrees that it shall have no property right, title or interest in or to any locations, premises, parking stalls or booths/kiosks that have been provided by the City.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"Party", "party", "Parties" or "parties" means the City and/or Service Provider.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Third Party" means a Person other than the Parties.

"Work Product" means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Employees, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

EXHIBIT D
INSURANCE AND BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by the Service Provider. **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.**

1. Evidence of Insurance Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this 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 the City. Service Provider must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Service Provider has complied with all insurance and bonding requirements set forth in this Exhibit D. If the Service Provider is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the Agreement at the time Service Provider submits to the 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 the City may, in addition to any other rights City may have under the solicitation documents or pursuant to applicable law, may retain the bid security provided by Service Provider. In the event that Service Provider does not comply with the insurance and bonding requirements set forth herein after the Effective Date of the Agreement, the City may, in accordance with the terms of the Agreement, deem the Service Provider to be in default under the terms of the Agreement and exercise its right to any remedy or cure available to the City pursuant to the terms of the Agreement or pursuant to applicable law.

2. 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. The ratings for each company must be indicated on the documentation provided by Service Provider to the City certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the Agreement must meet the following requirements:

- i) Best's Rating not less than A-
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify 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.

3. Insurance 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.

4. 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 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit D that concern the proposed cancellation, or termination of coverage.

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

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Service Provider shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the 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.

6. Certificate Holder

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

7. Project Number & Name

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

8. Additional Insured Endorsements – Form CG 20 26 07 04 or their carrier equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the state of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than 10 days after the inception date of the contract.

9. Mandatory Sub-Contractor Compliance

Service Provider must require and ensure that all subcontractors at all tiers to be sufficiently insured/bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation.	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Service Provider 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
- Medical Expense
- Independent Contractor/Subcontractor
- 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

Service Provider must procure and maintain Automobile Liability Insurance in an amount not less than **\$5,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

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

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

In addition and 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

- Coverage must follow form with primary policy
- May be used to achieve minimum general and auto liability limits
- Coverage must be as broad as primary policy

F. Property Coverage/Inland Marine

Service Provider 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 and Payment Bonds

Tenant must, within thirty (30) days of the Commencement Date, at its own expense, deliver to the Aviation General Manager a Performance and a Payment Bond each in an amount equal to twelve (12) months of the then current total Minimum Annual Guarantee under this Agreement payable to the City, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney, which surety bond or bonds must be renewed annually, at the then current total Minimum Annual Guarantee. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Tenant may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

1. In addition, prior to the commencement of any construction work by or at the instance of Tenant within the Premises, it must provide to City a fixed price contract or contracts for all work to be performed within the Premises, which contract(s) shall be insured by, and Tenant shall provide to the City, a Payment Bond in an amount equal to 100% of the work specified in such contract(s) and acceptable to the City's Chief Financial Officer and in such form as approved by the City Attorney. The Payment Bond shall name the City as the Obligee, shall meet the other requirements of the Agreement, and shall remain in full force and effect until: (i) all Tenant Improvements are completely and fully paid for, (ii) certificates of occupancy have been issued for the Premises, (iii) final lien waivers have been obtained from all contractors and subcontractors; (iv) the City has approved the final construction of the Tenant Improvements; and (v) the applicable limitations period under Georgia law for the commencement of a suit against the Payment Bond has lapsed.

2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all 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 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 Aviation General Manager 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.

[END OF EXHIBIT D]

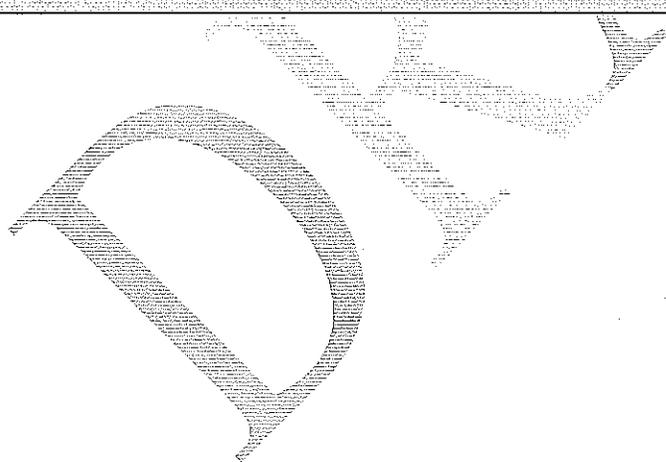
**PAYMENT AND PERFORMANCE
BONDS**

DRAFT

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" **Ground Transportation Shared Ride Shuttle Services (ITB)**

"FC No." **7113**

"Principal" (Legal Name and Business Address)

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:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"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.

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 make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of 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 wise 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.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *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

Performance 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.

Performance Bond

"City" City of Atlanta, Georgia

"Project" Ground Transportation Shared Ride Shuttle Services (ITB)

"FC No." 7113

"Principal" (Legal Name and Business Address)

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:" Agreement between Principal and City, dated _____ day of _____, 20____, regarding
performance of Work relative to the Project.

"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.

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, this obligation shall be void; otherwise, of 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 wise 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.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *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
AUTHORIZING LEGISLATION

See Attached.

EXHIBIT E

PASSENGER LOADING, DROP-OFF & VEHICLE STAGING AREAS

The passenger loading, drop-off and commercial vehicle staging area for the domestic and international terminals of the Airport are located in several places on the Airport's property.

Ground Transportation Center Area Aerial Photo 1

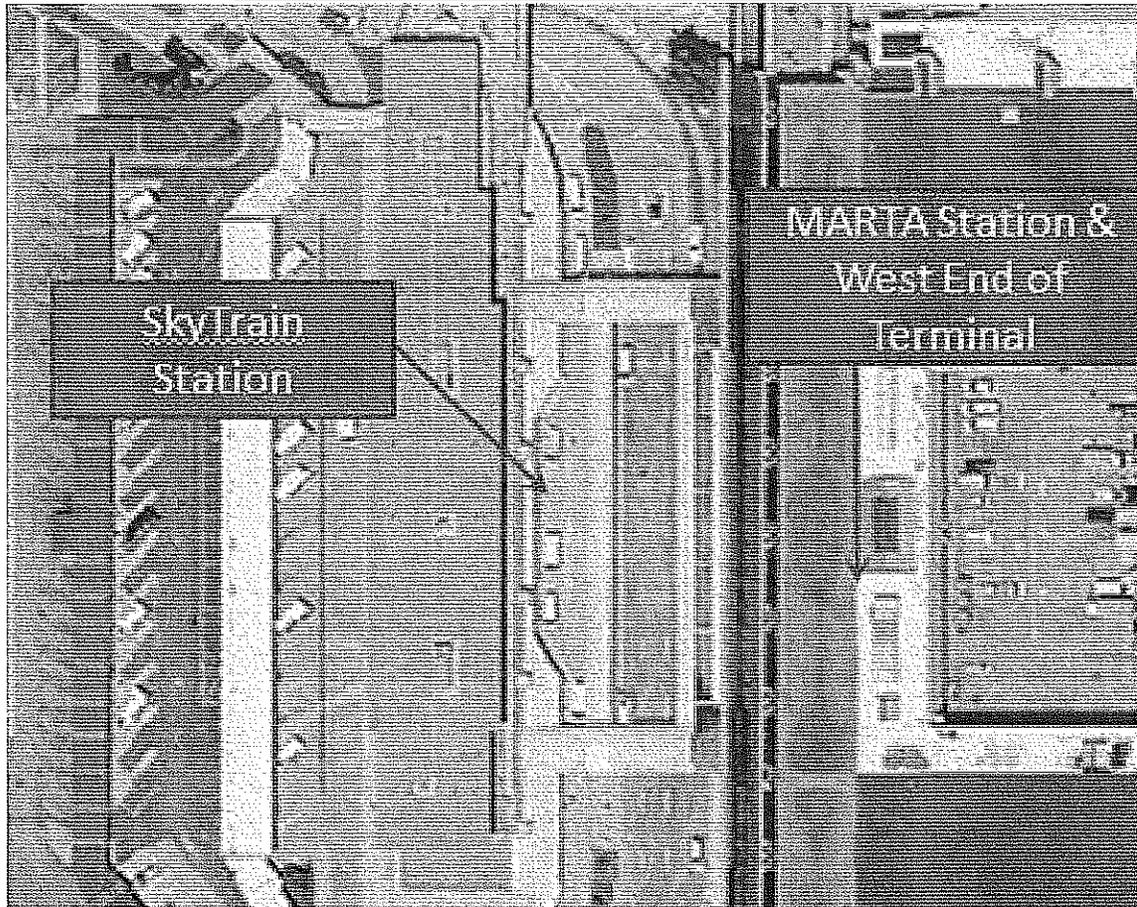
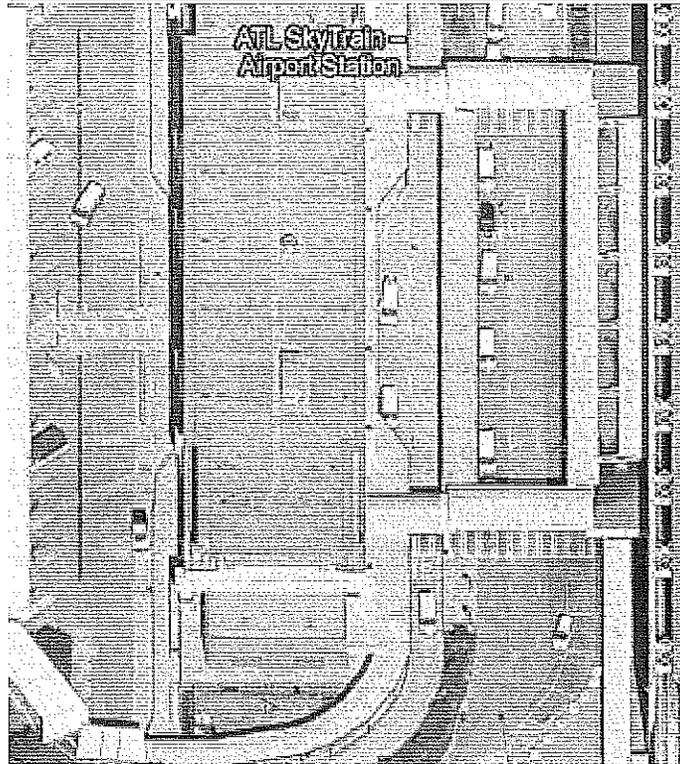


EXHIBIT E

Ground Transportation Center Area Aerial Photo 2



Ground Transportation Center Passenger Loading Area

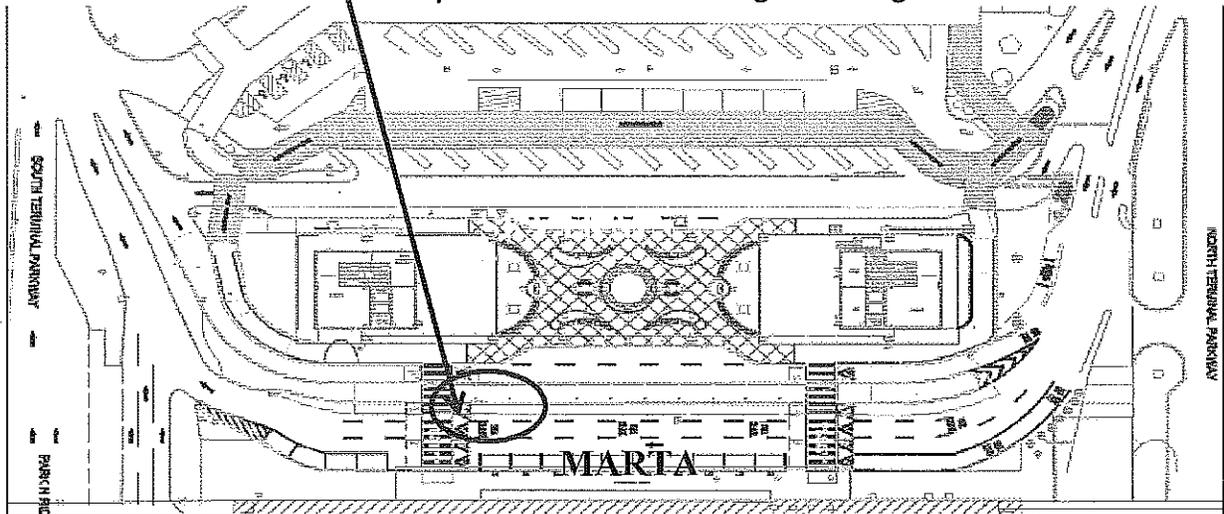
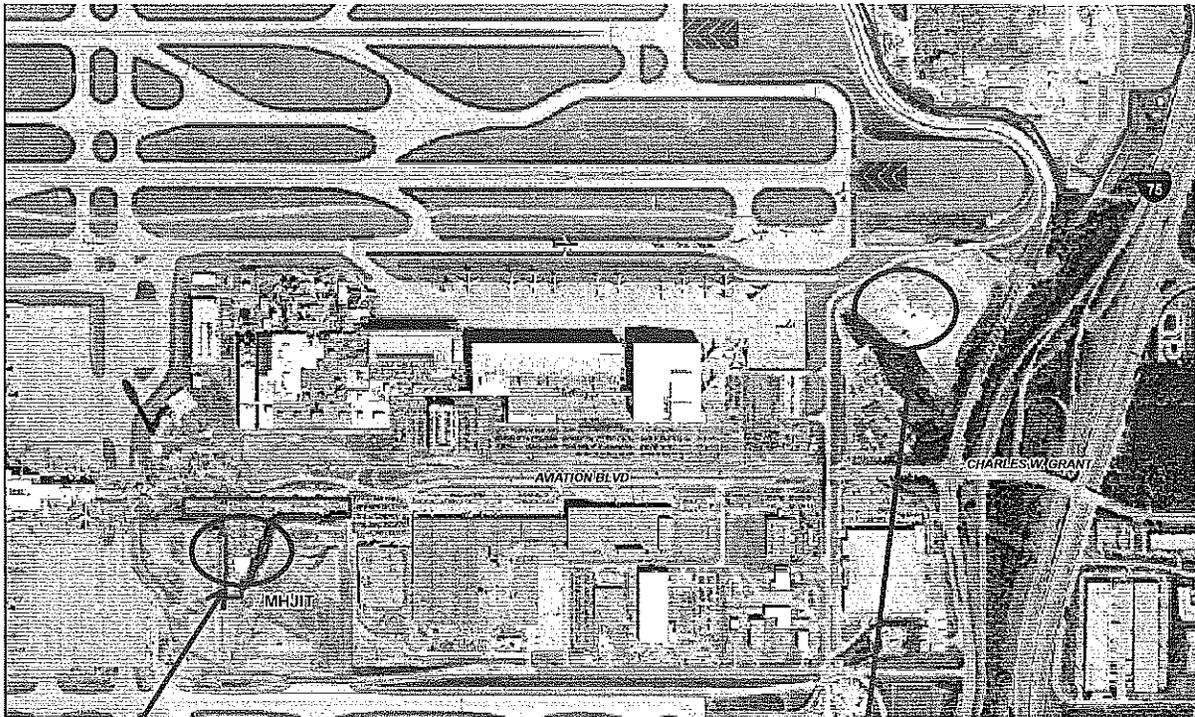


EXHIBIT E

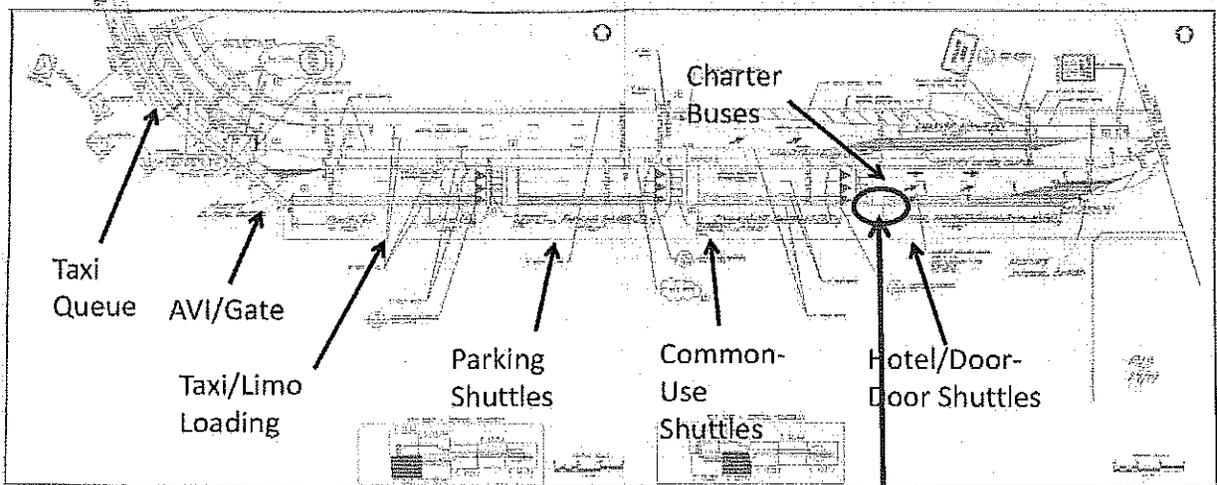
International Terminal Aerial Photo



International Terminal

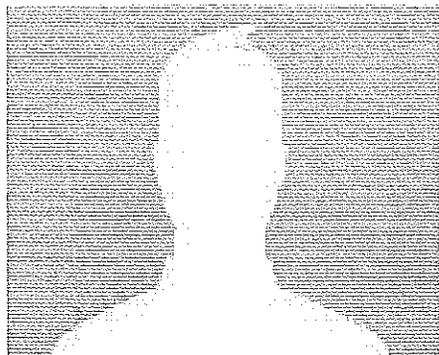
Commercial Vehicle (CV) Hold Lot

International Terminal Diagram No. 1



International Curb (Arrivals Level) Passenger Loading Area

EXHIBIT F
DRIVER IDENTIFICATION PLACARD



**YOUR DRIVER TODAY
IS
NAME**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS
ABOUT THIS SERVICE, PLEASE CALL**

[INSERT COMPANY NAME]

[INSERT COMPANY TELEPHONE NUMBER]

APPENDIX A - OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

See Attached.



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

12/13/2013

RE: ACDBE Bid Document for Project No.: FC# 7113 – Ground Transportation Shared Ride Shuttle Services at H-JAIA.

Dear Prospective City of Atlanta Bidder:

This packet is substantially different from all previous packets. The Office of Contract Compliance's **Airport Concessions Disadvantaged Business Enterprises (ACDBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all of the information very carefully. Pay close attention to the contract goals for this project and the DBE/ACDBE program reminders listed on page DBE 5.

Many businesses that appear in our register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE/ACDBE firms is being handled by a different agency. Please see page ACDBE 2 for details of certification of DBE/ACDBEs. Thank you for your extra attention to the DBE/ACDBE program.

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

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

CITY OF ATLANTA

DISADVANTAGED BUSINESS ENTERPRISE

POLICY STATEMENT

It is the policy of the City of Atlanta to ensure that DBEs and ACDBEs, as defined in 49 CFR Parts 23 and 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Atlanta's policy:

1. To ensure non-discrimination in the award and administration of DOT assisted Opportunities;
2. To create a level playing field on which DBE/ACDBE firms can compete fairly for DOT Assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Parts 23 and 26 eligibility standards are permitted to participate as DBE/ACDBEs;
5. To help remove barriers to the participation of DBE/ACDBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

IMPLEMENTATION OF DBE/ACDBE POLICY CONTRACT GOALS

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and/or joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBE/ACDBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offerors to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE/ACDBE firms that will participate in the contract;
2. A description of the work that each DBE/ACDBE will perform;
3. The dollar amount of the participation of each DBE/ACDBE firm's participation;
4. Written and signed documentation of commitment to use a DBE/ACDBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE/ACDBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 55 Trinity Avenue, Ste. 1700, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity at the airport is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

GOOD FAITH EFFORTS

The City of Atlanta treats bidder/offerors' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE/ACDBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26.

DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts to meet the goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offeror is responsive to the DBE/ACDBE goals, OCC will consider whether the information submitted by that bidder/offeror is complete, accurate and adequately documents the bidder's/offeror's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT GOALS**

PROJECT:

ACDBE Bid Document for Project No.: FC# 7113 – Ground Transportation Shared Ride Shuttle Services at H-JAIA.

The Airport Concessions Disadvantaged Business Enterprise (ACDBE) participation goal for this project is:

36%

OCC will count ACDBE participation in the form of a certified ACDBE a prime contractor, ACDBE certified joint venture partner (Joint Ventures are not mandated on this contracting opportunity), or certified ACDBE sub-contractor arrangement. The above referenced goal will be measured against **total dollar value of Certified ACDBE firms self performance (inclusive of any change orders and/or miscellaneous modifications)** that may occur throughout the life of the project.

MONITORING OF DBE/ACDBE POLICY

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to ACDBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE/ACDBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the ACDBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to ACDBEs if applicable. The audit will review payments to ACDBE subcontractors to ensure that the actual amount paid to ACDBE subcontractors equals or exceeds the dollar amounts stated in the schedule of ACDBE participation.

DBE/ACDBE PROGRAM REMINDERS

1. DBE Plan. All proposals must contain an ACDBE Participation plan in accordance with the goals set forth above. The ACDBE plan must identify each ACDBE's name, address, and contact name, work description, and contract amount.
2. Subcontractor and Supplier Participation. On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. Failure to Meet ACDBE Goals. Any bidder unable to meet the ACDBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the ACDBE plan pursuant to 49 CFR Parts 23 and 26 etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.
4. Certification. As of March 1, 2004, the City no longer does DBE/ACDBE Certification. DBE/ACDBE Certifications are now handled by the GA Department of Transportation (GA DOT). The contact number for GA DOT is (404) 656-5267
5. Reporting. The successful bidder must submit monthly ACDBE participation reports to OCC, in a form prescribed by the Office of Contract Compliance.
6. ACDBE Concession Program. The ACDBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
7. Contract Assurance. The Concessionaire shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26 but are enforceable through the City of Atlanta regulations.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

PROJECT: ACDBE Bid Document for Project No.: FC# 7113 – Ground Transportation Shared Ride Shuttle Services at H-JAIA.

IMPLEMENTATION OF EEO POLICY

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26.

A FIRM'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25) EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

BUSINESS DEVELOPMENT PROGRAMS

Though the DBE program primarily focuses on DBE/ACDBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company's intent to achieve the Airport Concessions Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

Witness

Signature
Company Authorized Representative

Date: _____

Company Name: _____

FC Number: _____

Project Name: _____

ACDBE -1



SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both ACDBE and Non-ACDBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

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

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

Signature: _____ Date: _____

(Please Print)

***Note: COA M/FBE certification does not count for DBE program goals. Firms must be certified by the GA DOT.

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority and Airport Concessions Disadvantaged Business Enterprises subcontractors/suppliers, including lower tiers, to be used on this project.
Total Bid Amount _____

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of DBE Ownership (see code below)	DBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
Total							DBE%	_____

Code: AABE - African American Business Enterprise, HBE - Hispanic Business Enterprise, FBE - Female Business Enterprise.
 ABE - Asian Business Enterprise, NABE - Native American Business Enterprise (**Note... EBO certification does not qualify for DBE/ACDBE projects)

Proponent's Co. Name: _____ Project Name: _____ FC#: _____
 Proponent's Contact Number: _____ Signature: _____ Date: _____
 (Please Print)



FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Deborah Lum of the Atlanta Workforce Development Agency at (404) 546-3001. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Deborah Lum
Manager, One Stop Services
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone: _____

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This _____ day of _____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Contractor

FORM 5

ATTACHMENT 1

“Components of a Joint Venture Agreement with DBE Participation as Counted under 49 CFR 26.55 (b)”

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A description of the distinct and clearly defined portion of the work to be performed by the DBE.
- The method of and responsibility for accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City's Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.
- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protege shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protege representatives may not bid or otherwise participate independently on a contract in which the Mentor Protege team is bidding or participating as a team.
- Work self performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

Additional Resources Proponents May Contact in an Effort to Identify DBE Participants

Atlanta Minority Business Development Center

Clem Wilmont
Project Director
1599-A Memorial Drive, SE
Suite 134
Atlanta, GA 30317
Phone: 404-329-4567
E-mail: cwilnot@AtfMBDC.com

Atlanta Public Schools

Carolyn Lyons
Outreach Coordinator
Contract Compliance
1631 La France Street
Atlanta, GA 30307
Phone: 404-371-7130
Fax: 404-371-7126
Email: clyons@atlanta.k12.ga.us

Cobb County

Janice Cook
Department of Transportation
463 Commerce Park Drive, Suite 112
Marietta, GA 30060-2737
Phone: 770-528-3690
Fax: 770-528-4360
Email: janice.cook@cobbcounty.org

Dekalb County

Terry Phillips
Contract Compliance Officer
1300 Commerce Drive
Room 202
Decatur, GA 30030
Phone: 404-371-2737
Email: tgphilli@co.dekalb.ga.us

U.S. Small Business Administration

Dinora Gonzalez
Economic Development Specialist
233 Peachtree Street, NE
Suite 1900
Atlanta, GA 30303
Phone: 404-331-0100 ext. 410
Email: dinora.gonzalez-cook@sba.com

Georgia Technology Authority

Thomas Hester
Contracting Officer
100 Peachtree Street
Suite 2300
Atlanta, GA 30303
Phone: 404-463-2339
E-mail: tdhester@gta.ga.gov

Governor's Small Business Center

Gail Webb
Governmental and Outreach
Community Administrator
200 Piedmont Avenue
1306 West Tower
Atlanta, GA 30334
Phone: 404-656-6315
Toll-Free: 800-495-0053
Email: gsbc@doas.ga.gov

Minority Business Development Agency

Sunny Guider
Chief Business Development
401 West Peachtree Street, NW
Suite 1715
Atlanta, GA 30308-3516
Phone: 404-730-3300
Email: sguider@mbda.gov

Gwinnett County

Debra Green
Purchasing Director
75 Langley Drive
Lawrenceville, GA 30045
Phone: 770-822-8720
Fax: 770-822-8735 or 770-822-8728
Email: greende@co.gwinnett.ga.us

APPENDIX B - RESERVED

APPENDIX C – ILLEGAL IMMIGRATION REFORM & ENFORCEMENT ACT AFFIDAVITS

See Attached.

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO BIDDERS

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

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the bid prior to the bid due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself (see Example 1 below). Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit (see Example 2 below).

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

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

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____, DAY OF _____, 201_____

NOTARY PUBLIC
My Commission Expires: _____

