CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

REQUEST FOR PROPOSALS

FC-8017

AMERICAN AIRLINES TICKET COUNTER/AIRLINE TICKET OFFICE (ATO) RELOCATION AND CONCOURSE T NORTH GATE OPTIMIZATION PERFORMANCE AUDIT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

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Department of Procurement
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
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March 18, 2015

ATTENTION INTERESTED PROPONENT:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a Proposal for **Project Number: FC-8017, American Airlines Ticket Counter/Airline Ticket Office (ATO) Relocation and Concourse T North Gate Optimization Performance Audit at Hartsfield-Jackson Atlanta International Airport**. This solicitation will require proponents to review Resolution Number: 13-R-0456 (American Airlines Ticket Counter/Airline Ticket Offices Relocation and the Concourse T North Gate Optimization Projects) and applicable P&D Policies and Procedures (P&Ps) and other project documents to ensure contract/policy compliance, effective project oversight/monitoring, properly executed change orders, accurate and supportable invoicing, safety performance and reporting, EBO GFOE performance and Proponent Performance Evaluations.

A **Pre-Proposal Conference** will be held on **Thursday, March 31, 2015, at 2:00 P.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337.** The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged. An optional site tour will immediately follow the conference.

The last date to submit questions will be **Tuesday, April 7, 2015, no later than 5:00 P.M.** Questions may be sent to **Mr. Leslie Page, Contracting Officer,** via email at lpage@atlantaga.gov, or facsimile at 404-658-7705. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposal **("Proposal")** must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, April 16, 2015.** Any Proposal received after this time will not be considered and will be rejected and returned.

All Proponents names will be publicly read at 2:00 P.M. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, GA 30303.

If you have any questions regarding this project, please contact **Mr. Leslie Page, Contracting Officer,** at 404-330-6107, or by email at lpage@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to Jessica Boston, Administrative Assistance Senior, at 404-330-6903, or by e-mail at jaboston@atlantaga.gov.

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

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

Sincerely,

Adam L. Smith

Adam L. Smith

ALS:lhp

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PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

Part 1; Information and Instructions to Proponents

This Request for Proposals ("**RFP**") is being solicited by the City of Atlanta ("**City**") on behalf of the Department of Aviation ("**DOA**") from qualified Proponents ("**Proponents**") and seeks to procure the Services (as hereinafter defined):

1. **Services Being Procured:** DOA seeks to procure the following services ("Service(s)"):

   Proponent will review Resolution Number: 13-R-0456 (American Airlines Ticket Counter/Airline Ticket Offices Relocation and the Concourse T North Gate Optimization Projects) and applicable P&D Policies and Procedures (P&Ps) and other project documents to ensure contract/policy compliance, effective project oversight/monitoring, properly executed change orders, accurate and supportable invoicing, safety performance and reporting, Equal Business Opportunity (EBO) and Good Faith Outreach Effort (GFOE) performance and Contractor Performance Evaluations. The Proponent will interview key DOA/H-JDP Managers, Atlanta Airport Terminal Corporation (AATC) Program Managers, Construction Managers and others as necessary to develop a complete understanding of the two Projects being reviewed and to further refine their Audit Plan.

   A more detailed Scope of Service is set forth in **Exhibit A** attached to the Audit Service Agreement ("Services Agreement") attached hereto as **Part 5** and incorporated herein by this reference.[1]

2. **Purpose; Background:** The City of Atlanta's Department of Aviation (DOA) has directed its Internal Audit Office to partner with an external construction auditing firm to coordinate and conduct performance audits of the D.05.01.030, American Airlines Ticket Counter/ATO Relocation project and the D.02.90.011, Concourse T North Optimization project. Both projects are managed and performed by AATC, DOA, and other contracted parties ("Auditees"). The Proponent will evaluate the performance of the Auditees relative to contract compliance and project deliverables.

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

[1] All capitalized terms contained in the Services Agreement are incorporated into this RFP.

The City will evaluate the written proposals and will determine which Proponents are best qualified to perform the work based on the evaluation criteria described in Part II & Part III of this RFP. A thorough investigation will be made into each firm's qualifications and past performance on similar projects. Our emphasis will be on Proponent's proposal, past performance and references of each firm and not on company brochures or literature.

4. **Minimum Qualifications; Eligibility to Propose; Authority to Transact Business in Georgia:**

   4.1. Proponent must be licensed to do business in the State of Georgia. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

   4.2. Proponent must have experience in conducting performance and financial audits in the public and private sectors within the last five (5) years.

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

6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 2:00 p.m., EST (as verified by the Bureau of National Standards) on **Wednesday, April 16, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.

7. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, March 31, 2015 at 2:00 P.M.,** at Technical Support Campus, 1255 South Loop Road, College Park, GA 30337. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Mr. Leslie Page**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **lpage@atlantaga.gov,** on or before **Tuesday, April 7, 2015.** Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at www.atlantaga.gov and its Department of Procurement's Plan Room, which is open during posted business hours, Suite 1900, 1st

Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Proposals:** By submitting a Proposal, each Proponent acknowledge and agrees that its Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

10. **Insurance Requirements:** The Insurance requirements for any Services Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D: Insurance Requirements** attached to the Services Agreement included in this RFP.

11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A: Office of Contract Compliance Submittals**, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 4: Proponent Financial Disclosure Form** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of an Insurance Certificate of Accord and Endorsement, if a Services Agreement is awarded, the City will review the information included in **Exhibit D: Insurance Requirements**. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s indicating that the financial capacity of the Proponent is such that the insurer(s is/are willing to issue insurance for the Proponent if a Services Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Services Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty Services Agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if a Services Agreement is awarded to it.

13. **Examination of Proposal Documents:**

    13.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which

might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

13.2. Each Proponent shall promptly notify the City on or before 5:00 p.m. [EST], **Tuesday, April 7, 2015** in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should the City's intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from the City.

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

13.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 7: Acknowledgment of Addenda** attached to this RFP at **Part 4**.

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

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

16. **Illegal Immigration Reform and Enforcement Act**: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Proponent Affidavit, set forth in **Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted on the top of Volume 1 of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Proponent Affidavit on behalf of, and provide a

Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Proponent Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Proponent Affidavit precedes the Affidavit at **Part 4: Form 1**.

17. **Gratuities and Kickbacks**. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or 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 therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subProponent under a contract to the prime Proponent or higher tier subProponent or any person associated therewith as an inducement for the award of a subcontract or order.

18. **Fraud and Misrepresentation**. Any written or oral information provided by Proponent, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Proponent agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Proponent further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Proponent agrees to place signage provided by the City regarding the Integrity Line at the location to which Proponent's employees report to perform the services required by this Agreement. Proponent acknowledges and agrees that a finding of fraud or other impropriety on the part of the Proponent or any of its Sub-Auditors may result in suspension or debarment of the Proponent and the City may pursue any other actions or remedies that the City may deem appropriate. Proponent

agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

19. **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.]."

20. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on **Form 4**, are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Service 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.

21. **Electronic Proposal Documents.** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the City's Department of Procurement shall govern. The RFP document is available at www.atlantaga.gov.

PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

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

   1.1. Informational Proposal; and

   1.2. Cost Proposal (see **Form 10** attached to this RFP). All Proponents are advised that the Cost Proposal (**Form 10**) will be attached to and incorporated in the Service Agreement.

2. **Proposals:** Proposal must include each of the following:

   2.1. **Volume I:** The information drafted and submitted by Proponent in response to this RFP, which must be set forth in and include each of the following parts:

      2.1.1. Executive Summary;
      2.1.2. Table of Contents;
      2.1.3. Overall Experience, Qualifications and Performance on previous similar projects;
      2.1.4. Approach;
      2.1.5. Key Personnel/Resumes.

   2.2. **Volume II:** Each of the forms provided by the City in this RFP (or otherwise required to be created by Proponent), which must be set forth in and include each of the following parts:

      2.2.1. Form 1: Illegal Immigration Reform and Enforcement Act Affidavits. A completed Affidavit, set forth in Part 4: Form 1: Illegal Immigration Reform and Enforcement Act Forms must be submitted on the top of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms.

      2.2.2. Form 2: Proponent Disclosure Form;

      2.2.3. Form 4: Proponent Financial Disclosure Form;

      2.2.4. Form 5: Acknowledgement of Insurance and Bonding Requirements;

      2.2.5. Form 7: Acknowledgment of Addenda;

      2.2.6. Form 8: Respondent Contact Directory;

      2.2.7. Form 9: Reference Form;

      2.2.8. Form 10: Cost Proposal; **(Submitted in a separate sealed envelope)**and

2.2.9. Appendix A: Office of Contract Compliance Submittals.

3. **Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Proposal required by this RFP:

3.1. **Executive Summary.**

3.1.1. **Cover Letter:** The cover letter must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should include a narrative statement of the Proponent's approach to providing the services solicited in this RFP.

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

3.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete an audit project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.1.2.3. A description of the Proponent's plan for complying with the City's Equal Business Opportunity (EBO) goals. This section should include detailed information regarding the essential subProponents/Sub-Auditors the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from

each essential sub-Proponent/Sub-Auditor indicating that the firm concurs with the role and responsibility Proponent has described;

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

3.2. **Overall Experience, Qualifications and Performance of the Proponent.**

3.2.1. Describe Proponent's experience in working with public organizations (e.g., City of Atlanta, Counties, States, Municipality owned airports, etc.). Please include any experience the Proponent has performing small, medium, and large sized financial and performance audits within the last five (5) years.

3.2.2. The number of years the company has been engaged in providing audit services using its present business name.

3.2.3. Describe Proponent's experience and industry leadership initiatives conducting performance and financial audits within the last five (5) years .

3.2.4. Proponent must provide at least five (5) examples of audit projects completed within the last five (5) years by submitting a separate **Form 9** for each audit project.

3.3. **Approach.**

3.3.1. Describe Proponents philosophy as it pertains to performance and financial audits, Define auditing standard, (COSO,IIA, GAAP) that you will deploy .

3.3.2. Describe the Proponents intended delivery method for each part of the Proponent's audit process including, but not limited to, both a narrative describing what activity takes place and a flow chart graphically depicting the Proponents audit process.

3.4. **Key / Supplemental Personnel Resumes:**

3.4.1. Proponent must identify and provide resumes of the individuals the Proponent will use to fill the Engagement Partner, Audit Manager, Senior Auditor, and Senior Financial Analyst positions. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected. Changes to these identified personnel may be made only with the prior written consent of the CITY.

3.4.2. Submit a written resume, not exceeding two pages for the positions listed in paragraph 3.4.1. Resumes must be organized as follows:

3.4.2.1. Name and Title;
3.4.2.2. Professional Background;
3.4.2.3. Current and Past Relevant Employment;
3.4.2.4. Education;
3.4.2.5. Licenses and Certifications;
3.4.2.6. List of Two (3) Relevant projects, including:
3.4.2.6.1. Client Name and contact information;
3.4.2.6.2. Project description; and
3.4.2.6.3. Role of the individual.

3.5. **Cost Proposal**. Each Proponent must submit a Cost Proposal using **Form 10** for the Services requested by the RFP. The Cost Proposal must fully support the Services contained in the RFP and encompass all activities in the Proponent's Proposal. The Cost Proposal may serve as the baseline for final fee negotiation with the City. **The Cost Proposal must be submitted in a separate sealed envelope. Submit one (1) stamped "*Original*" and eight (8) copies of the Cost Proposal (Form 10).**

4. Submission of Proposals:

4.1 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 U.S. Dollar and No Cents ($1.00)). **Written prices prevail over typed prices in the event of a discrepancy**. All corrections to any entry must be lined out and initialed by the Proponent. Do not use correction tape or correction fluid.

4.2 Proposals shall be signed by hand by a principal of the Proponent with the authority to 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 proposal as well as enter into an agreement with the City. Each Proponent is responsible for the preparation of its proposal and for the costs associated therewith.

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the following information on the front of the package:

4.1.1. Name of Project: **FC-8017; American Airlines Ticket/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit at HJAIA.**

4.1.2. Proponent's Name/Company name and address.

4.1.3. Proponent's Federal Work Authorization User Identification Number.

4.1.4. Addressed and submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307
Re: Project Number FC-8017

4.3 Proponent's names will be read at **2:00 P.M. [EST] on Wednesday, April 1, 2015**, in the Department of Procurement's Bid Conference Room, 55 Trinity Avenue, S.W., Suite 1900, City Hall, Atlanta, Georgia 30303-0307.

4.4 A Proponent is required to submit **one (1) original** and **eight (8) copies** of its Proposal. Each Proposal must be submitted on 8½" x 11" typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder (**Volumes 1 and 2 must be submitted in separate 3 ring binders**). Each volume must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.

4.5 A Proponent is required to submit in a separate, sealed envelope, clearly marked "Cost Proposal", **one (1) stamped original and eight (8) copies** of its Cost Proposal **(Form 10).**

5. Submittals: The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet[2]	Check (√)
	VOLUME 1	
1.	Executive Summary	
2.	Table of Contents	
3.	Overall experience, Qualifications and Performance on previous similar projects	
4.	Approach	
5.	Key Personnel/Resumes	
	VOLUME II	
1.	Form 1: Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2: Proponent Disclosure Form	
3.	Form 3: Non-Applicable	N/A
4.	Form 4: Proponent Financial Disclosure Form	
5.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
6.	Form 6: Non-Applicable	N/A
7.	Form 7: Acknowledgement of Addenda	
8.	Form 8: Respondent Contact Directory	
9.	Form 9: Reference Form	
10.	Form 10: Cost Proposal	
11.	Appendix A: City's Office of Contract Compliance Submittals	

[2] This table is included solely for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal. If any of the required submittal documents are not submitted or incomplete within your submittal package, your firm may be deemed non-responsive.

PART 3: EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

An Evaluation Committee will review and evaluate the Proposals in accordance with the City's Code of Ordinances, the criteria specified on the Evaluation Form and considering the information required to be submitted pursuant to the RFP. All Proposals will be evaluated using the following Evaluation Form:

EVALUATION FORM			
CATEGORIES	**CATEGORY SCORE**	**RELATIVE WEIGHT**	**TOTAL CATEGORY SCORE**
Executive Summary		**5**	
Overall Experience, Qualifications and Performance of the Proponent		**20**	
Approach		**20**	
Key Personnel		**15**	
Cost Proposal		**15**	
OCC Programs		**15**	
Financial Capability		**10**	
TOTAL SCORE			

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between zero (0) and ten (10) for each Category noted above. The Total Category Score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = Total Category Score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score. The highest score any proposal can receive for this RFP is 1,000.

PART 4: SUBMITTAL FORMS

FORM 1

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO RESPONDENTS

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

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the respondent's submission prior to the 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 Respondent is such that Respondent is required to obtain an Employer Identification Number ("**EIN"**) from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

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

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response submitted by Happy Day, 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 Respondent's response to the solicitation document.

7. SubContractor and sub-subContractor affidavits are not required at the time of response submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

FORM 1

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

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 1
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: _____

FORM 1
Sub-subContractor Affidavit under 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 2
PROPONENT DISCLOSURE FORM
DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Proponent"	Any person, partnership or entity having a contract with the City.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	Any individual, partnership or entity that submits a response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Proponent Disclosure Form where indicated. If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership) must complete and sign a separate Proponent Disclosure Form where indicated. If the Respondent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign this Proponent Disclosure where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Proponent Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Proponent Disclosure Form where indicated.

Instructions: Provide the following information for the entity, partner or individual completing this Disclosure (the "Individual/Entity").

A. Basic Information:
1. Name of Respondent:
2. Name of the authorized representative for the Respondent:

B. Individual/Entity Information:
Principal Office Address:
Telephone and Facsimile Numbers:
E-Mail Address:
Name and title of Contact Person for the Individual/Entity:

Is the individual/Entity authorized to transact business in the state of Georgia?
☐ Yes **(Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)**
☐ No

C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

	YES	NO
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct?	☐	☐
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.	☐	☐
4. Has the Respondent been charged with a criminal offense within the last ten (10) years?	☐	☐
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.	☐	☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

	YES	NO
Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?	☐	☐
Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?	☐	☐

	YES	NO
Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.	☐	☐

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

	YES	NO
(a) directly or indirectly, had a business relationship with the City?	☐	☐
(b) directly or indirectly, received revenues from the City?	☐	☐
(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?	☐	☐
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	☐	☐
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	☐	☐
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	☐	☐
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?	☐	☐
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?	☐	☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES ☐ **NO** ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the

YES ☐ **NO** ☐

Respondent or the Respondent's family members. Please describe:

_____
_____
_____

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subProponent(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:
"I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or Proponent services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Proponent should know that before final payment is made to a Proponent by the City, the Proponent shall certify to the City in writing, in a form satisfactory to the City, that all subProponents, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Proponent by the City or will be paid in full utilizing the monies constituting final payment to the Proponent.

Confidentiality. Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such

information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Proponent agrees as follows:
The Proponent shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:
Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Proponent agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

The Proponent shall, in all solicitations or advertisements for employees, placed by or on behalf of the Proponent, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

The Proponent shall send to each labor union or representative of workers with which the Proponent may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Proponent's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Proponent shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

The Proponent shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Proponent during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

The Proponent shall take such action with respect to any subProponent as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Proponent becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Proponent or the city may request the United States to enter into such litigation to protect the interests of the United States.

The Proponent and its subProponents, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Proponent and its subProponents.

The Proponent shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subProponent or vendor.
A finding, as hereinafter provided, that a refusal by the Proponent or subProponent to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

Withholding from the Proponent in violation all future payments under the involved contract until it is determined that the Proponent or subProponent is in compliance with the provisions of the contract;
Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Proponent or subProponent demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
Cancellation of the public contract;
In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Proponents, subProponents or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

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

Declaration

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

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or Proponent services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:
Printed Name: _____
Signature: _____
Date: _____
Subscribed and sworn to or affirmed by _____ (name) this ___ day of _____, 20__.

_____

Notary Public of _____(state)
My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:
Printed Name of Entity or Partnership: _____
Signature of authorized representative: _____
Title: _____
Date: _____, 20___

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity or partnership name) this _____ day of _____, 20___.

_____

Notary Public of _____(state)
My commission expires: _____

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FORM 4

Proponent Financial Disclosure

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

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

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

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

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

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

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

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email: _____

Part B: Financial Information:

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

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

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

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

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

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

(i) Income Statement;
(ii) Balance Sheet;
(iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable;
(iv) Two (2) banks or other institutional lenders' references; and
(v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US $_____

Most recent three (3) years

	Year: 20__ (Thousands)	**Year: 20__** (Thousands)	**Year: 20__** (Thousands)
Current Assets	$.....	$.....	$.....
Current Liabilities	$.....	$.....	$.....
Property & Equip.	$.....	$.....	$.....
Working Capital	$.....	$.....	$.....
Sales/ Revenue	$.....	$.....	$ .....
Total Assets	$.....	$.....	$.....
Total Liabilities	$.....	$.....	$.....
Interest Charges	$.....	$.....	$.....
Net Income	$.....	$.....	$.....
Net-Worth	$.....	$.....	$.....

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____
Signature: _____
Date: _____, 20___

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

_____
Notary Public of _____(state)
My commission expires: _____

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

Printed Name of Entity: _____
Signature of authorized representative: _____
Title: _____
Date: _____, 20___

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 201____.

_____
Notary Public of _____(state)
My commission expires: _____

FORM 5

Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Proponent, acknowledge that if selected as the successful Proponent for **FC-8017: American Airlines Ticket/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit at HJAIA.** Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

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

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

Dated this _____ day of _____, 20___.

Corporate Proponent: [Insert Corporate Name]	Non-Corporate Proponent: [Insert Proponent Name]
_____	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
_____ Corporate Secretary/Assistant Secretary (Seal)	_____ Notary Public (Seal) My Commission Expires:_____

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FORM 7

Acknowledgment of Addenda

Each Respondent must complete and submit and acknowledgement with its solicitation that it has received all Addenda issued for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following **Addenda** for **FC-8017, American Airlines Ticket/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit at HJAIA:**

☐ None (Check if None)

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

Dated the _____ day of _____, 20___.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____

Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____

Name:_____

Title:_____

_____
Notary Public (Seal)
My Commission Expires:

FORM 8

RESPONDENT CONTACT DIRECTORY

This Respondent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Respondent's team:

1. At least two individuals authorized to represent the firm for purposes of this Solicitation; and
2. All of Respondent's subProponents (if any).

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

FORM 9

Reference List

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

Reference: Name
Address
City, State, Zip
Phone
Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

_____

(Use the Same Format to Provide the Additional References)

FORM 10

Cost Proposal

Name of Proponent: _____

GUARANTEED MAXIMUM PAYMENT AMOUNT $ _____

NOTE: Proponents must submit the Supplemental Information to Cost Proposal required on the forms attached hereto.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)
My Commission Expires:_____

FORM 10
Supplemental Information to Cost Proposal

LABOR CATEGORY (Use applicable categories)	**Burdened Hourly Rate**	**Anticipated Hours**	**Total Labor Cost**
	(a)	(b)	(a x b) = Total
Partner-in-Charge	_____	_____	_____
Accounting Manager	_____	_____	_____
Audit Manager	_____	_____	_____
Senior Auditor	_____	_____	_____
Senior Consultant	_____	_____	_____
Certified Public Accountant	_____	_____	_____
Financial Audit Specialist	_____	_____	_____
Senior Financial Analyst	_____	_____	_____
Internal Auditor	_____	_____	_____
Administrative Assistant	_____	_____	_____
A: Total Dollars for Hourly Billing			_____

OTHER DIRECT COSTS (ODC's):

Cost		
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____
B: Total Dollars for ODCs		_____

GUARANTEED MAXIMUM AMOUNT (A + B) =_____

(MUST BE THE SAME NUMBER AS SHOWN ON FORM 10)

PART 5: SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT – AMERICAN AIRLINES TICKET COUNTER/AIRLINE TICKET OFFICE (ATO) RELOCATION AND CONCOURSE T NORTH GATE OPTIMIZATION PERFORMANCE AUDIT AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

CONTRACT NO. FC-8017

This Master Professional Services Agreement ("Services Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Auditor") set forth below.

Services Agreement Name: American Airlines Ticket/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit at HJAIA	**Services Agreement No. FC-8017**
Auditor	**City of Atlanta**
Name:	**Using Agency: Department of Aviation**
Address:	**Address: 1255 South Loop Road College Park, GA 30337**
Phone:	**Phone: 404.382.1212**
Fax:	**Fax: : 404.305.7959**
Authorized Representative:	**Authorized Representative: James L. Drinkard, P.E., IAP Assistant Aviation General Manager**

1. Background.

1.1 The City desires to obtain from Auditor the Services described in this Agreement, including, without limitation, the Services set forth in **Exhibit A** attached hereto and incorporated herein by this reference ("Service(s)").

1.2 The City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Services Agreement. Any quantity of Services or amount of Charges set forth in this Services Agreement is an estimate only.

2 Term.

2.1 The term of this Agreement will commence on the Effective Date and expire one hundred and eighty (180) calendar days thereafter ("Term").

2.2 Within five (5) business days of the date of the written Notice to Proceed, Auditor must provide to the City an Audit Review Milestone schedule, which schedule, when accepted by the City, shall automatically be deemed to have been incorporated into this Agreement as **Exhibit G** by this reference.

2.3 In addition to meeting the Audit Review Milestone schedule requirement, the Auditor must:

2.3.1 Issue to the City, for review and comment, the Audit Plan and the draft Audit Report within forty (40) business days from the date of the Notice to Proceed.

2.3.2 Issue the final Audit Report and Exit Presentation prior to the expiration of the Term.

3 Interpretation.

3.1 All capitalized terms used in this Services Agreement shall have the meanings ascribed to them in the Services Agreement Documents and on **Exhibit C** attached hereto. If there is a conflict between any of the Services Agreement Documents, precedence shall be given in the following order: [3]

1. Audit Service Agreement
2. Exhibit A – Scope of Services
3. Exhibit A.1 – Compensation
4. Exhibit B – Authorizing Legislation
5. Exhibit C – Definitions
6. Exhibit D – Insurance and Bonding Requirements
7. Exhibit E – Dispute Resolution
8. Exhibit F – Airport Access, Security, and Safety Measures
9. Exhibit G – Audit Review Milestone Schedule

10. Appendix A – Office of Contract Compliance Requirements
11. Appendix B – Illegal Immigration Reform and Enforcement Act Forms
12.

[3] For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

4 Authorization. The execution of this Agreement by the Mayor has been authorized by City Council pursuant to that certain Resolution attached as **Exhibit B** hereto and incorporated herein by this reference.

5 Services

5.1 Description of Services, Resources. Auditor agrees to provide to City the Services in accordance with the terms and conditions set forth or incorporated in this Agreement. Unless otherwise expressly provided in this Agreement, all equipment, software, property, and Auditor personnel required to perform the Services, in accordance with the best industry practices, shall be furnished by Auditor at Auditor's sole cost and expense.

5.2 Change Documents.

5.2.1 This section will govern changes to the Services Agreement whether such changes involve an increase in the Maximum Payment Amount or not. Changes in Services or other aspects of this Services Agreement shall be made by written document ("Change Document" or "Unilateral Change Document"). [4] All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.2.2 Potential Change Documents that may be issued concerning this Services Agreement, but are not limited to:

5.2.2.1 Change Documents to the Services Agreement involving an increase to the Maximum Payment Amount executed between City and Auditor which may or may not require legislative approval under Code Section 2-1292;

5.2.2.2 Change Documents to the Services Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Auditor pursuant to Code Section 2-1292(d); and

5.2.2.3 Unilateral Change Documents to the Services Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Maximum Payment Amount.

5.2.2.4 Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.

[4] Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.2.3 City may propose a change in the Services or other aspects of this Services Agreement by delivering written notice to Auditor describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Auditor shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Auditor.

5.2.4 Auditor may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Services Agreement.

5.2.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Auditor and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Auditor with comments regarding a Proposed Change Document, and Auditor shall respond to such comments, if any. A Proposed Change Document from Auditor will become effective only when executed by an authorized representative of City.

5.2.6 City may propose any changes to the Services Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, and Auditor shall, in good faith, evaluate such proposed Change Request. If City and Auditor are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Services Agreement shall, in the event of disagreement between City and Auditor concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Auditor, pursuant to Code Section 2-1292(d), and City and Auditor agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Auditor shall continue to perform the Services, as changed by such Unilateral Change Document.

5.3 Suspension of Services. City may, by written notice to Auditor, suspend at any time the performance of any or all of the Services to be performed under this Services Agreement. Upon receipt of a suspension notice, Auditor must, unless the notice requires otherwise, (a) immediately 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, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6 Auditor's Obligations.

6.1 Auditor Personnel. Auditor shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Auditor Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services. This requirement shall be active throughout the entire term of this contract.

6.2 Auditor Authorized Representative. Auditor designates Auditor Authorized Representative named on page 1 of this Services Agreement ("Auditor Authorized Representative") and, such Person shall: (a) be a project executive and employee within Auditor's organization, with the information, authority and resources available to properly coordinate Auditor's responsibilities under this Services Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Auditor; (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 Qualifications. Upon City's reasonable request, Auditor will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Auditor Personnel.

6.4 Removal of Personnel Assigned to City Services Agreement. Within a reasonable period, but not later that seven (7) days after Auditor's receipt of notice from City that the continued assignment to the City Services Agreement of any Auditor Personnel is not in the best interests of City, Auditor shall remove such Auditor Personnel from City's Services Agreement. Auditor will not be required to terminate the employment of such individual. Auditor will assume all costs associated with the replacement of any Auditor Personnel. In addition, Auditor agrees to remove from City's Services Agreement any Auditor Personnel who has engaged in willful misconduct or has committed a material breach of this Services Agreement immediately after Auditor becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Services Agreement Auditor will not enter into any Services Agreement with or delegate any Services to any Third Party, including but not limited to sub-Auditor(s), without the prior written approval of City, which City may withhold in its sole discretion. If Auditor subcontracts any of the Services, Auditor shall: (i) be responsible for the performance of Services by the sub-Auditors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any sub-Auditors.

6.6 Key Auditor Personnel and Key Sub-Auditors.

6.6.1 The following Person(s) are identified by Auditor as Key Auditor Personnel under this Services Agreement:

Engagement Partner
Audit Manager
Senior Auditor
Senior Financial Analyst

6.6.2 The following Persons are identified by Auditor as Key Sub-Auditors under this Services Agreement:

_____;
_____; and
_____.

6.6.3 Auditor shall not transfer, reassign or replace any Auditor Key Personnel or Key Sub-Auditor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Auditor's sole discretion, illness, disability or death, during the term of this Services Agreement without prior written approval from City.

6.6.4. Auditor shall not transfer, reassign or replace any Joint Venture partners (if applicable) during the term of this Services Agreement without prior written approval from City. Auditor must provide City Authorized Representative with its Joint Venture Agreement, including all updates, additions and changes thereto (if applicable).

6.7 Conflicts of Interest. Auditor 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 Services Agreement. 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.

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

7 City's Authorized Representative.

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

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Auditor 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 Services 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. If any of the said items or any portion thereof are so disapproved, Auditor shall revise the items until they meet the approval of the City Authorized Representative. However, Auditor shall not be compensated under any provision of this Services Agreement for repeated performance of such disapproved items.

8 Payment Procedures.

8.1 General. Auditor reimbursable expenses and other compensable items under this Services Agreement are set forth on **Exhibit A.1** Compensation.

8.2 Invoices. Auditor shall prepare and submit to City invoices as required by this Agreement. Each invoice shall be in such detail and in such format as City may reasonably require. Auditor shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Auditor's performance of the Services. Auditor is responsible for payment of such taxes, licenses and permits to the appropriate governmental authority. If Auditor is refunded any Tax payments made relating to the Services, Auditor shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Maximum Payment Amount for all Services under this Agreement.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

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

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

8.8 Payment of Other Persons. Prior to the issuance of final payment from City, Auditor shall certify to City in writing, in a form satisfactory to City, that all Sub-Auditors, materialmen, suppliers and similar firms or persons engaged by Auditor in connection with this Services Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Auditor.

9 Auditor Representations and Warranties. As of the Effective Date and continuing throughout the Term performance period, Auditor warrants to City that:

9.1 Authority. Auditor 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 Services

Agreement. Auditor has all necessary power and authority to enter into and perform its obligations under this Services Agreement, and the execution and delivery of this Services Agreement and the consummation of the transactions contemplated by this Services Agreement have been duly authorized by all necessary actions on its part. This Services Agreement constitutes a legal, valid and binding obligation of Auditor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Auditor is a party that may restrain or question this Services Agreement or the provision of Services by Auditor is pending or threatened.

9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Services Agreement Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Auditor shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Auditor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Auditor 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.

10 Compliance with Laws.

10.1 General. Auditor and its Sub-Auditors will perform the Services in compliance with all Applicable Laws

10.2 City's OCC Programs. Auditor shall comply with **Appendix A** and any applicable City OCC 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.

10.3 Consents, Licenses and Permits. Auditor 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 Auditor in performing Services and complying with this Services Agreement.

11 Confidential Information.

11.1 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 Services Agreement; provided, however, that each Party's obligations for 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. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Auditor will return any trade secrets to City. 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 Services Agreement.

11.2 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: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12 Work Product.

12.1 Except as otherwise expressly provided in this Services Agreement, all reports, information, data, specifications, formulas, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Auditor or any of its Sub-Auditors exclusively for the City under this Services 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 Auditor's or its Sub-Auditors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered 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. Auditor and its Sub-Auditors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product exclusively developed for City under this Services Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Auditor 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 the Work Product. If Auditor has any rights to the Work Product that cannot be assigned to City, Auditor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to 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 sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 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.

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

12.5 Without any additional cost to City, Auditor Personnel 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.

13 Audit and Inspection Rights.

13.1 General.

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

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

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

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Auditor, Auditor shall promptly refund such overpayment and Auditor

shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) 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 Auditor.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Services Agreement; (b) the date that all pending matters relating to this Services 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, Auditor 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 Services Agreement.

14 Indemnification by Auditor.

14.1 General Indemnity. Auditor shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

14.1.1 Auditor's or Auditor Personnel's performance, non-performance or breach of this Services Agreement;

14.1.2 compensation or benefits of any kind, by or on behalf of Auditor Personnel, or any Sub-Auditor, claiming an employment or other relationship with Auditor or such Sub-Auditor (or claiming that this Services Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Services Agreement or the provision of Services by such Auditor Personnel or Sub-Auditor);

14.1.3 any actual, alleged, threatened or potential violation of any Applicable Laws by Auditor or Auditor Personnel, to the extent such claim is based on the act or omission of Auditor or Auditor Personnel, excluding acts or omissions by or at the direction of City;

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

14.1.5 damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Auditor or any Person acting for, in the name of, at the direction or supervision of or on behalf of Auditor.

14.2 Intellectual Property Indemnification by Auditor. Auditor shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including 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 Auditor (or any Auditor agent, Proponent, subProponent or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Auditor hereunder is held to constitute, or in Auditor's reasonable judgment is likely to constitute, an infringement or misappropriation, Auditor 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.

15 Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE SERVICES AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY AUDITOR"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS SERVICES AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled "Confidential Information"**; 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.

16 **Insurance Requirements**. Auditor shall comply with the insurance requirements set forth on **Exhibit D**.

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

18 **Termination.**

18.1 Termination by City for Cause. City may at its option, by giving written notice to Auditor, terminate this Services Agreement:

18.1.1 for a material breach of the Services Agreement Documents by Auditor that is not cured by Auditor within seven (7) days of the date on which City provides written notice of such breach;

18.1.2 immediately for a material breach of the Services Agreement Documents by Auditor that is not reasonably curable within seven (7) days;

18.1.3 immediately upon written notice for numerous breaches of the Services Agreement Documents by Auditor that collectively constitute a material breach or reasonable grounds for insecurity concerning Auditor's performance; or

18.1.4 immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Auditor's obligations under this Services Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Services Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Auditor 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 Services Agreement awarded to other Persons for completion. If City improperly terminates this Services Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "**Termination by City for Convenience**".

18.3 Termination by City for Insolvency. City may terminate this Services Agreement immediately by delivering written notice of such termination to Auditor if Auditor: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as

they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

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

18.5 Effect of Termination. Unless otherwise provided herein, termination of this Services 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 Services Agreement, at law or in equity. Upon termination of this Services Agreement, Auditor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Auditor or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other Services Agreements existing for performance of the terminated Services, or assign those Services Agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Services Agreement any portion of the Services that are not terminated.

19 Dispute Resolution.

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

19.2 Applicable Law. The Services Agreement 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.

19.3 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 Services 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.

19.4 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 titled "Confidential Information", 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.

20 General.

20.1 Notices. Any notices under this Services Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Services Agreement and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed 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, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Services Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Services Agreement, and this Services 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 Services Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Services Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Auditor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Services Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Services Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Services Agreement.

20.6 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 Services Agreement.

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

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

20.9 Independent Auditor. Auditor is an independent Auditor of City and nothing in this Services Agreement shall be deemed to constitute Auditor 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.

20.10 Third Party Beneficiaries. This Services Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

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

20.12 Entire Services Agreement. The Services Agreement Documents contain the entire Services Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or Services Agreements, oral or written, between the Parties with respect to such subject matter. This Services 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 the Services Agreement Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. AUDITOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS SERVICES AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Auditor acknowledges that this Services Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Auditor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of

Auditor's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Auditor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Auditor agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Auditor provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Auditor. Auditor assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

20.14 Standards of Performance; Applicable To Services**.** Auditor agrees that the services provided herein shall conform to the professional standards of care and practices customarily expected of professional program management firms engaged in performing comparable work, that the Personnel furnishing the Services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendation, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment to the extent required by applicable law.

21 State Law Requirements.

21.1 Illegal Immigration Reform and Enforcement Act. Pursuant to O.C.G.A. 13-10-91 et seq., Auditor is required to execute the Auditor Affidavit, attached hereto as Form 1 and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

22 City of Atlanta Code Requirements.

22.1 Auditor Required to Certify Prompt Payment of Sub-Auditors and Suppliers. The Auditor shall certify in writing that all Sub-Auditors and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Auditor prior to receipt of any further progress payments. Auditor is required to pay Sub-Auditors or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

22.2 Auditor Required to Certify Satisfaction of all Underlying Obligations. Before final payment is made to Auditor by the City, the Auditor shall certify to the City in writing, in a form satisfactory to the City, that all Sub-Auditors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Auditor by the City or will be paid in full utilizing the monies constituting final payment to the Auditor.

22.3 Contingent Fees Prohibited. The Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Auditor, to solicit or secure this contract; and that the Auditor has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Auditor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

22.4 Prohibition against Contracting with Predatory or High Cost Lenders. By signing below, the Auditor, 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 Auditor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Auditor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Auditor.

22.5 Prohibition on Kickbacks or Gratuities. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or 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 therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a Sub-Auditor under a contract to the prime Auditor or higher tier Sub-Auditor or any person associated therewith as an inducement for the award of a subcontract or order.

22.6 Fraud and misrepresentation. Any written or oral information provided by Auditor directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Auditor agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Auditor further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Auditor agrees to place signage provided by the City regarding the

Integrity Line at the location to which Auditor's employees report to perform the services required by this Agreement. Auditor acknowledges and agrees that a finding of fraud or other impropriety on the part of the Auditor or any of its Sub-Auditors may result in suspension or debarment of the Auditor; and the City may pursue any other actions or remedies that the City may deem appropriate. Auditor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

22.7 Equal Employment Opportunity (EEO) Provision. All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Auditor agrees as follows:

(a) The Auditor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Auditor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

(b) The Auditor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Auditor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

(c) The Auditor shall send to each labor union or representative of workers with which the Auditor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Auditor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Auditor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) The Auditor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Auditor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

(e) The Auditor shall take such action with respect to any Sub-Auditor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Auditor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Auditor or the city may request the United States to enter into such litigation to protect the interests of the United States.

(f) The Auditor and its Sub-Auditors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Auditor and its Sub-Auditors.

(g) The Auditor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each Sub-Auditor or vendor.

(h) A finding, as hereinafter provided, that a refusal by the Auditor or Sub-Auditor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(1) Withholding from the Auditor in violation all future payments under the involved contract until it is determined that the Auditor or Sub-Auditor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Auditor or Sub-Auditor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Auditors, Sub-Auditors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

[SIGNATURES ON NEXT PAGE]

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

Owner: **City of Atlanta** _____ **Mayor** _____ **Municipal Clerk (Seal)** **Approved:** _____ **Aviation General Manager** _____ **Aviation Deputy General Manager** _____ **Assistant Aviation General Manager** _____ **Chief Procurement Officer** **Approved as to form:** _____ **Senior Assistant City Attorney**	**Auditor:** **Signature:** _____ **Name:** _____ **Title:** _____ _____ **Corporate Secretary/Assistant Secretary (Seal)**

EXHIBIT A: GENERAL SCOPE OF SERVICES

EXHIBIT A
GENERAL SCOPE OF SERVICES

1.0 SCOPE OF SERVICES: The City of Atlanta's Department of Aviation (DOA) has directed its Internal Audit Office to partner with an external construction auditing firm to coordinate and conduct performance audits of the American Airlines Ticket Counter Relocation/T North Optimization Projects managed and performed by AATC, DOA and other contracted parties (Auditees). The Proponent will interview key DOA/H-JDP Managers, Atlanta Airport Terminal Corporation (AATC) Program Managers, Construction Managers and others as necessary to develop a complete understanding of the two Projects being reviewed and to further refine their Audit Plan . The Proponent will evaluate the performance of the Auditees relative to contract compliance and project deliverables such as, but not limited to:

- Project Administration and Oversight
- Budget/schedule adherence and change order processing
- Invoice preparation, supporting detail, submission and timeliness of payments to contractors and subcontractors
- Periodic Status Reports/Meetings including Site Visits and Cost Reporting
- Provision of O&M Manuals, drawings, specs, warranties and equipment as required
- Safety Monitoring and Performance
- Contractor Performance Evaluations per the guidelines documented in Planning and Development (P&D) Policy and Procedure, 09-216: Contractor and Consultant Performance Evaluations, **Attachment A**, attached hereto.
- Other deliverables as specified in Resolution Number: 13-R-0456, Exhibit A, Scope of Work, **Attachment B**, attached hereto.

EXHIBIT A.1: COMPENSATION

EXHIBIT A.1

COMPENSATION

1. Compensation.

1.1. As full compensation for the services required by the Agreement the City agrees to pay the Maximum Payment Amount ("MPA") of $_____.

1.2. At no time will more than the MPA be paid for the final audit report.

2. Reimbursable Expenses: Reimbursable expenses include:

2.1. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of the Auditor and for its supplemental Proponents/Auditors.

2.2. Expenses of renderings, models and mock-ups requested by the City.

2.3. Postage and shipping (including overnight express) charges.

2.4. Parking charges.

2.5. Out-of-Town Travel, accommodations and subsistence charges; provided, however that they must be approved in writing in advance by the Aviation General Manager or his designated representative.

3. Non-Reimbursable Expenses.

3.1 Printing and reproduction costs of documents for Auditor team use.
3.2 Computer time charges.
3.3 Plotting Time and expenses.
1.5 Overtime expenses unless pre-approved by the Aviation General Manager
3.5 Local in-town travel

4. Additional Provisions Concerning Reimbursable Expenses. Reimbursable expenses are to be included as part of the Lump Sum amount and shall not be invoiced separately. The Auditor shall keep, and shall cause any supplemental Proponents/Auditors under Auditor to keep daily records of the time spent in the performance of Services required by this agreement. The DOA shall have the right to audit all such records.

5. **Submittal of Invoices.** Auditor must prepare and submit to City invoices (”Invoice” or “Invoices”) on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in this Agreement. Auditor must submit all invoices in original & three (3) copies to:

City of Atlanta
Department of Aviation
Planning and Development
1255 South Loop Road
College Park, GA 30337
Attention: Invoice Compliance
Reference: Services Agreement No. **FC-8017**

6. **Format of Invoices.** The Invoice shall be entered and submitted in the DOA Planning and Development “On-Line Invoicing System (OLIS), on a monthly basis representing charges for the work completed during the previous month.

7. **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.

8. **City’s Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Auditor when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.

9. **Releases of all Claims.** City may, as a condition precedent to any payment, require Auditor to submit for itself, its Sub-Auditors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Auditor must, in addition, furnish acceptable evidence that all claims have been satisfied.

10. **Acceptance of Payments by Auditor; Release.** The acceptance by Auditor of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Auditor for everything done or furnished for or relating to the Services for which payment was accepted, unless Auditor, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.

11. **Claims against Auditor.** If there are claims filed against Auditor in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Auditor after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Auditor. If the amount of any withheld payment or other monies due Auditor under this Services Agreement is insufficient to meet any of those costs, or if any claim against Auditor is discharged by City after final payment under this Services Agreement is made, Auditor must promptly pay City all reasonable costs incurred by City concerning the claim after Auditor's receipt of written notice from City.

EXHIBIT B: AUTHORIZING LEGISLATION

(TO BE ATTACHED)

EXHIBIT C: DEFINITIONS

EXHIBIT C

DEFINITIONS

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

"Affiliate" - With respect to a Party, any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or in under common control with the Party. For purposes of this definition, "control" means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by Services Agreement or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

"Airport" means Hartsfield-Jackson Atlanta International Airport.

"Airport Access, Security and Safety Measures" means the policies set forth in **Exhibit F**.

"AOA" means Aircraft Operating Area.

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Auditor or Auditor's Sub-Auditors; (c) the Services Agreement and the Services Agreement Documents; or (d) the performance of the Services under this Services Agreement.

"Charges" means the amounts payable by City to Auditor under this Services 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 Services 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.

"Auditor Personnel" means and refers to Auditor employees or Sub-Auditors hired and maintained to perform Services hereunder.

"Services Agreement Documents" include this Agreement and the Exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Deadline" means any timeframe or deadline established by City or this Services Agreement for performing any Services or any other obligation under this Services Agreement.

"DOA" means the City's Department of Aviation.

"FAA" means the Federal Aviation Administration.

"Facility" or "Facilities" means the physical premises, locations and operations owned or leased by a Party and from or through which Auditor will provide any Services.

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

"Insolvency/Bankruptcy Event" shall be deemed to have occurred if Auditor: (i) is subject to a petition for relief under the laws of the United States codified as Title 11 of the United States Code; (ii) is subject to an involuntary petition for relief under the United States bankruptcy laws; (iii) seeks, consents to or does not contest the appointment of a receiver, custodian or trustee for itself or for all or any part of its property; (iv) files a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of any state or other

competent jurisdiction; (v) admits in writing that it is generally not paying its debts as those debts become due; (vi) gives notice to any governmental body of insolvency or pending insolvency; (vii) suspends material business operations; (viii) becomes "insolvent" as that term is defined under applicable fraudulent transfer or conveyance laws; or (ix) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

"Jobsite" means the locations described in the Services Agreement where the Services are to be performed or where they are actually performed.

"Large Hub Airport" means an airport that enplanes more than one percent of the nation's passengers annually.

"Materials" means all supplies, products, tools, appliances, equipment and utilities that are needed or used by Auditor to perform the Services. This term also includes all supplies, products, tools, appliances, and equipment that are incorporated into or provided to City as part of the Services as a deliverable.

"Medium Hub Airport" means an airport that enplanes between 0.25 percent and one percent of the nation's passengers annually.

"Notice to Proceed" means formal written notice from City to Auditor to begin performing Services under this Services Agreement.

"Specifications" means all requirements, specifications, service levels and performance standards and criteria contained in the Services Agreement Document.

"Party" or "Parties" means City and/or Auditor.

"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.

"Program" means – H-JAIA development plan that includes major efficiencies/capacity projects associated with the Master Plan and replacement/upgrade/maintenance projects associated with the existing facility.

"Services" means all services, tasks, functions, or assignments to be performed by Auditor for City under this Services Agreement. The Services also include all deliverables and Materials associated with the Services, tasks, functions or assignments Auditor is to provide. The Services are summarized in Part I of this Services Agreement.

"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 Auditor or Auditor Personnel, 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 & BONDING REQUIREMENTS

EXHIBIT D

INSURANCE & BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Proponents/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the agreement.**

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 City. Proponent/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Proponent/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement. If the Proponent/Consultant 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 Proponent/Consultant submits to City its executed agreement, Proponent/Consultant 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 Proponent/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Proponent/Consultant.

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 Proponent/Consultant to 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 Proponent/Consultant in writing. Proponent/Consultant 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.

Proponent/Consultant's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement will not relieve Proponent/Consultant from any liability under the agreement. Proponent/Consultant'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 Proponent/Consultant'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

Proponent/Consultant 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.

Proponent/Consultant 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-Proponent/Consultant Compliance

Proponent/Consultant must require and ensure that all subProponent/Consultants/subconsultants 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 Proponent.

B. Workers' Compensation and Employer's Liability Insurance

Proponent/Consultant 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 **$500,000 each accident**
Bodily Injury by Accident/Disease **$500,000 each employee**
Bodily Injury by Accident/Disease **$1,000,000 policy limit**

C. Commercial General Liability Insurance

Proponent/Consultant 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:

- ☒ Premises Operations
- ☒ Medical Expense
- ☒ Independent Proponent/Consultants/SubProponent/Consultants
- ☒ 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

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

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

If Proponent/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Proponent/Consultant'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.Professional Liability /Errors & Omissions Insurance

Proponent/Consultant shall procure and maintain during the life of this contract Professional Liability/Errors & Omissions Insurance in an amount of **$2,000,000** per occurrence and annual aggregate. The policy will fully address the Proponent/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision. As well as this extension of coverage:

☒ Damages arising from a failure of computer security, or a wrongful release of private information

☒ Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident

EXHIBIT E: DISPUTE RESOLUTION PROCEDURES

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

1 If Auditor contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Auditor shall, without delay and within three (3) days of being aware of the circumstances giving rise to Auditor's claim, provide written notice of its claim to City. If Auditor fails to give timely notice as required by this subsection or if Auditor commences any alleged additional work without first providing notice, Auditor shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Auditor's written notice to City is required under this subsection, Auditor shall submit a Proposed Change Document relating to the claim meeting the requirements of Section 5.2 of this Services Agreement.

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

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

4 If the City and Auditor are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

EXHIBIT F: AIRPORT ACCESS, SECURITY AND SAFETY MEASURES

EXHIBIT F

AIRPORT ACCESS, SECURITY AND SAFETY MEASURES
(AS APPLICABLE)

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

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

3. **Material Handling**. Auditor's responsibility for materials and plant equipment required for the performance of this Services Agreement shall include:

   3.1.1. Receiving and unloading;

   3.1.2. Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weathertight enclosures provided by Auditor;

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

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

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

5. **Airport Security Requirements.** Auditor shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Auditor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Auditor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Auditor's

obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

5.1.1. **Preventing Unauthorized Access**. The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Auditor shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Auditor shall control its operations and the operations of its subProponents and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.

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

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

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

In order to obtain up-to-date costs for the CHRC and for badging, Auditor shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to

the DOA Security office for badging. Auditor/Escorting Requirements are specified in subsection below.

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

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

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

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

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

5.1.6.1.4. Each SubProponent identified in the Auditor's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Auditor, to the DOA Security Division. A copy of the SubProponent's Insurance certificate shall accompany the letter. Once badged, the SubProponent's Authorizing Agent shall be responsible for the badging process of his/her company employees.

5.1.6.1.5. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted

only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

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

5.1.6.1.7. Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.

5.1.6.1.8. Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.

5.1.6.1.9. The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Auditor's and subProponent's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.

5.1.6.1.10. Badges issued to Auditor and subProponent employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:

5.1.6.1.10.1. Completion of Services Agreement or subcontract, unless extended by the City;
5.1.6.1.10.2. Expiration of Insurance coverage, as indicated on the Auditor's Insurance certificate; or
5.1.6.1.10.3. Employee's driver's license expiration date;
5.1.6.1.10.4. Two (2) years from the issuance of the badge.

5.1.6.1.11. Auditor and its subProponent shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Auditor's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

5.1.6.1.12. Auditor's questions concerning Airport Security shall be directed to (404) 530-6667.

5.1.7. **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.

5.1.7.1.1. **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. Auditor shall contact Airport Operations, at (404) 530-6620 during normal business hours, to schedule the training session.

5.1.7.1.2. Except as set forth in paragraph 5.1.9, below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS ($10,000,000.00).

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

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

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

5.1.9. **Auditor's Escorting Requirements for Construction Contracts on AOA (Runways and Taxiways)/Construction Contracts on secured area (Apron surrounding Terminal and Concourses).**

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

5.1.9.1.2. Auditor and escorted personnel shall have no Terminal or Concourse access.

5.1.9.1.3. Escorting is limited to an Airport SIDA badged prime Auditor or an Airport SIDA badged escorting subProponent approved by the

Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subProponents will be allowed to escort any vehicle(s).

5.1.9.1.4. Escorting person(s) must have a SIDA badge.

5.1.9.1.5. Designated badged prime Auditor employees approved or badged escorting subProponent must escort prime Auditor employees and subProponents' employees to all work sites. Once at the work site, badged employees, prime or subProponents', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.

5.1.9.1.6. All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Auditor's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.

5.1.9.1.7. Maximum vehicular escort—one (1) prime Proponent vehicle or approved badged escorting subProponent is permitted to escort two (2) subProponent vehicles.

5.1.9.1.8. All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.

5.1.9.1.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours**,** at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.

5.1.9.1.10. In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 73 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

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

5.1.10.1.1. Highest level of Security required.

5.1.10.1.2. All employees of prime Auditor and subProponent, must be badged to work in the sterile area.

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

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

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

5.1.11.1 **Visual Aids**. In the event of the possibility of contact with the AOA or secured area, Auditor shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Services Agreement. The approved system of marking and delineating shall be installed, maintained and protected at all times.

5.1.12 **Tools and Materials.** Auditor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

5.1.12.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Auditor and/or subProponent, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may

result in the termination of Auditor's or subProponent's contract and disqualification from working on construction contracts within secured areas of the Airport.

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

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

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

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

5.1.13.1 Trash must be removed daily.

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

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

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

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

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

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

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

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

5.1.15 **Staging Areas.** The Auditor's Construction staging area shall be identified on the plans.

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

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

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

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

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

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

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

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

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

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

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

13 **Utility Proponent Licensing Requirements**. Auditor shall comply with the requirements of O.C.G.A. § 43-14-8.2 (b), which states in O.C.G.A. § 43-14-8.2 (b)(1) that:

> After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a Utility Proponent license and there is regularly connected with such business a person or persons who holds a valid Utility Manager certificate issued under this chapter. Such Utility Manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office.

In addition Auditor shall comply with the all-applicable requirements of O.C.G.A. § 43-14-8.2 including subsections 43-14-8.2, 43-14-8.3 and 43-14-8.4.

APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

CITY OF ATLANTA
DEPT. OF PROCUREMENT
2015 FEB -5 PM 4:36

CITY OF ATLANTA

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

Kasim Reed
Mayor

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
L.Scott@atlantaga.gov

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Larry Scott
Mayor's Office of Contract Compliance

RE: **SBE Sheltered Market Bid Documents for Project No.: FC-8017 American Airlines Ticket Counter/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit Services**

DATE: **01/29/2015**

The SBE sheltered market bid documents with project specific availability for Project No.: **FC-8017 American Airlines Ticket Counter/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit Services** are enclosed. The entire OCC package, which includes the project specific availability for the above referenced contract, must be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6010, or Alberto Aponte at (404) 330-6012.

cc: File
Les Page, DOP

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

01/29/2015

RE: Project No.: FC-8017 American Airlines Ticket Counter/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit Services

Dear Prospective City of Atlanta Bidder:

The above referenced contracting opportunity has been designated for **competition by and between City of Atlanta Certified Small Business Enterprises (SBEs) only.** The Office of Contract Compliance (OCC) information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with all program requirements at or prior to the time of Bid opening, or upon request by OCC. Sheltered market program requirements mandate that the successful City of Atlanta Certified SBE awardee self perform a percentage of the work scope associated with the contract. The successful proponent will receive participation credit for the dollar value of its' self performance. Bidders are required to ensure that all prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Pay close attention to the specific SBE sheltered market goals for this project and the SBE sheltered market program reminders listed on page 5.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, prime bidders are encouraged to utilize OCC's self certification application to achieve SBE certification. All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to restaurant operators/owners [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: http://ecfr.gpoaccess.gov/ and choosing "Title 13- Business and Credit" from the browse-able drop down field.

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

SMALL BUSINESS ENTERPRISE SHELTERED MARKET

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. On a contract by contract basis, the director of the office of contract compliance in consultation with the Chief Procurement Officer will designate certain procurements as **sheltered market procurement opportunities**. The purpose of the Small Business Enterprise Sheltered Market Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta. Additionally, The City seeks to promote the growth and development of small businesses through mandated self performance of minimum threshold portions of the scope of the contracting opportunities. The City believes this approach assists in its' effort to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE sheltered market requirements and goals for this project are set forth on page 4.

Implementation of SBE Sheltered Market Policy

The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible COA certified SBEs and that the award will be made at a fair market price. The director of the Office of Contract Compliance and Chief Procurement Officer may agree, with consultation and agreement with the Commissioner of the user agency or his or her designee, to designate certain contracts of a pre-determined expected dollar value for **competition by and between SBEs only**, except for those contracts pertaining to Municipal Street Systems, as described in O.C.G.A. § 32-4-1 et seq., pertaining to public works construction as described in O.C.G.A. § 36-91-1 et seq. or other projects for which a sheltered market would conflict with state law. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The director of the Office of Contract Compliance and the Chief Procurement Officer may designate a portion of an acquisition as a sheltered market procurement, except for construction.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied "certified SBE prime proponent" requirement of the sheltered market program. All proponents for an SBE sheltered market procurement must be SBE certified by the Office of Contract Compliance or have an application pending on or before bid due dates. Where applicable, OCC will determine whether a certified SBE prime proponent has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars self performed, subcontracted to, and/or expended for services performed by all businesses (including certified SBEs), whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation(where applicable), and any other SBE Sheltered Market Project information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. All SBE prime proponents seeking to receive participation credit must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Sheltered Market Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Sheltered Market Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Sheltered Market Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the accuracy of reported self performance dollars and percentages, the use of subcontractors and suppliers where applicable as indicated on the SBE Sheltered Market Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

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

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:

Michael Sterling
Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3000

Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC-8017 American Airlines Ticket Counter/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit Services

The **FC-8017 American Airlines Ticket Counter/Airline Ticket Office (ATO) Relocation and Concourse T North Optimization Performance Audit Services** project has been designated as a sheltered market opportunity for certified small business enterprises (SBEs). For the Therefore, there will be no mandatory subcontractor participation goals included in this solicitation. All COA certified SBE Prime Proponents must indicate that they will self perform a minimum of **50% of the overall value of scopes of work associated with this project inclusive of any miscellaneous modifications.** For the purposes of this specific project, COA certified SBE firms **must not** have annual revenue receipts in excess of **$20,500,000.**

All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to the Accounting Services, Auditing Accounting NAICS code (541219, 541211). [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: http://ecfr.gpoaccess.gov/ and choosing "Title 13- Business and Credit" from the browse-able drop down field.

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.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Sheltered Market Program Reminders

1. Certification. It is the prime contractor proponent's responsibility to verify that their own SBE certification and those included on their SBE Sheltered Market Project Participation Plans are current and valid. COA SBE certification with the City of Atlanta's Office of Contract Compliance may be obtained by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.

2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.

3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

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

COVENANT OF NON-DISCRIMINATION

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

_____

Signature of Attesting Party

_____

Title of Attesting Party

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

_____

Notary Public

Seal

FORM SBE-1

First Source Job Information

Company Name: _____

FC No.: _____

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 Number: _____

FORM 4

First Source Jobs Agreement

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

APPENDIX B:
Illegal Immigration Reform and Enforcement Act Forms

[END OF DOCUMENT]