

**CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
REQUEST FOR PROPOSALS**

**FC-8180
CONCESSIONS AUDIT SERVICES**



**MIGUEL SOUTHWELL
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION**

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



CITY OF ATLANTA

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

September 2, 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-8180, Concessions Audit Services at Hartsfield-Jackson Atlanta International Airport**. The scope of services for this project is for an external auditing firm to coordinate and conduct audits of Airport concessionaires. This include validating six (6) months of gross receipts reported by Airport concessionaires to the Department of Aviation (“DOA”) and determine accuracy, determining accuracy of concession fees reported and paid by Airport concessionaires to DOA, evaluate adequacy of concessionaires’ gross receipts reporting controls, and evaluate concessionaires’ contract compliance related to reporting gross receipts, fee calculations, and remitting concession fees to the DOA as per the concessions lease agreements.

A **Pre-Proposal Conference** will be held on **Thursday, September 17, 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, September 22, 2015, no later than 5:00 P.M.** Questions may be sent to **Mr. Leslie Page, Contracting Officer**, via email at lpag@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 (“RFP”) 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, October 7, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.

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Request for Proposal

Project Number: FC-8180, Concessions Audit Services at Hartsfield-Jackson Atlanta International Airport

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All Proponent's 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.

This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

If you have any questions regarding this project, please contact **Mr. Leslie Page, Contracting Officer**, at 404-330-6107, or by email at lp@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

ALS:lhq

Directions to Technical Support Campus

1255 South Loop Road, College Park, Georgia 30337
404-530-5500 (main)

From Downtown Atlanta:

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

From East Atlanta:

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

From South of Atlanta: (I-75)

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

From Southwest of Atlanta: (I-85)

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

From West of Atlanta:

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

From the Airport:

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

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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)”):

An independent auditor or auditing firm to conduct gross receipts audits of various concessionaires operating at Hartsfield-Jackson Atlanta International Airport (“Airport”) in accordance with the Agreement and as supplemented by periodic Task Orders issued by DOA. The gross receipts audits required by each issued Task Order will cover a specific six (6) month review period as defined by DOA and may require as many as fifty (50) audits. The auditor will determine compliance with gross receipts requirements and evaluate business practices used to capture and report all sales including, but not limited to, point-of-sale transactions. The auditor will review relevant documents including but not limited to: concession contracts, sales receipts, and Georgia Sales and Use Tax reports. The auditor will also interview the concessionaires’ managers and staff, including DOA concession managers, develop an audit plan, perform tests, and issue audit reports based upon the work performed.

A detailed description of the Scope of Services is set forth in **Exhibit A** attached to the Audit Service Agreement (“Service Agreement”) attached hereto as **Part 5** and incorporated herein by this reference.

The initial Term of the Agreement will be three (3) years with a single two (2) year renewal option to be exercised at the sole discretion of the City.

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances (“Code”), including, but not limited to, Section 2-1193 thereof. By submitting a proposal concerning this procurement (“Proposal”), a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and City Charter, each of which are incorporated into this RFP by this reference.

3. **Minimum Qualifications; Authority to Transact Business in Georgia:** To be eligible to participate in this procurement,

- 3.1 Proponent must submit a complete proposal package by the stated due date in response to this RFP;
- 3.2 Proponent must have a minimum of five (5) years’ experience within the last seven (7) years conducting contract compliance and financial audits in the public and/or private sectors; and

- 3.3 Proponent must submit, with its Proposal, documentation (e.g., certificate of good standing issued by the Secretary of the State of Georgia) that evidences that it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Proponent:** This RFP does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement or understanding between the City and Proponent. This RFP is only an invitation for offers from qualified Proponents and no offer shall bind the City. Proponent agrees that its submission of a proposal is a firm offer to the City and may not be withdrawn except under the rules specified herein, in the Code or any other applicable law.
5. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement located at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m. on or before Wednesday, October 7, 2015.** Any Proposal received after this time will be rejected without consideration and returned.
6. **Pre-Proposal Conference:** Attendance at the pre-proposal conference is not mandatory; however, it is strongly recommended that each Proponent attend the pre-proposal conference which is scheduled for **2:00 p.m. on Thursday, September 17, 2015,** at the H-JDP Technical Support Campus, 1255 South Loop Road, College Park, Georgia. Each Proponent is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this RFP shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this RFP.
7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Les Page, Contracting Officer, Department of Procurement ("DOP"), 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail LPage@AtlantaGa.Gov, on or before **5:00 p.m. Tuesday, September 22, 2015.** The City reserves the right to consider questions received after the deadline; however, the City is under no obligation to provide a response to such questions. Any response made by the City will be provided by an issued addendum to this RFP. It is the responsibility of each Proponent to obtain a copy of any addenda issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours and located at Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, 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 City employees (other than DOP's Contracting Officer) or any third party representative 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.

8. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its sole discretion.
9. **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.]"
10. **Representation:** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the draft Services Agreement) and acknowledges that it has the authority to be bound thereto; (d) any information or disclosure provided in response to Form 2: Contractor Disclosure Form is an accurate representation up to and including the date Proponent submitted its proposal to the City; (e) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way; and (f) the City will not agree to make any substantive revisions to the Service Agreement.
11. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Service Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D** attached to the form of Agreement included in this RFP. By submitting a proposal in response to this RFP, each Proponent acknowledges and agrees that it will have to comply with the requirements set forth in Exhibit D of this Agreement.
12. **Applicable City OCC Programs:** The City's Office of Contract Compliance ("OCC") Programs applicable to this procurement are set forth in **Appendix A** of the Service Agreement. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with all applicable OCC Programs.
13. **Examination of Proposal Documents:**
 - 13.1 Each Proponent is responsible for examining with appropriate care this RFP and all associated proposal documents and 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 City on or before **5:00 p.m. Tuesday, September 22, 2015**, in writing should it find discrepancies, errors, ambiguities

or omissions in the RFP documents, if any language in such document appears unclear or ambiguous or should any other question arise relative to the RFP.

- 13.3 City may, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent may not rely on oral clarifications, representations or instructions to the RFP or associated proposal documents unless they are confirmed in writing by the City in an addendum.
14. **Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities:** The City reserves the right to (a) reject any proposal or all proposals, (b) waive any technical defect in any proposal and/or (c) cancel this RFP at any time in accordance with the Code.
15. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in **Part 5** of this RFP.
16. **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 AND REQUIRED SUBMITTALS

1. **General Contents of Proposals:** A Proponent must submit a complete proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A proposal will consist of two (2) separate volumes: Volume I will consist of information drafted and provided by the Proponent; and Volume II will consist of information provided by the Proponent on forms provided by the City in this RFP.

2. **VOLUME I (Information drafted and provided by a Proponent):**
 - 2.1. **Executive Summary.** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. It should also designate one (1) contact person to whom all future correspondence and/or communications will be directed by the City concerning this procurement, if that person is different from the person executing the letter. Each Proponent is required to provide an overview of the Proponent's qualifications to provide the Services being procured through this RFP. At a minimum, the Executive Summary must contain the following information:
 - 2.1.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
 - 2.1.2. If Proponent is a corporation, limited liability company, or other registered entity formed in the State of Georgia, Proponent must include a copy of its Certificate of Incorporation, its Certificate of Organization, or other evidence of its registration with the Georgia Secretary of State.
 - 2.1.3. A description of the Proponent's plan for complying with the City's goals set forth in **Appendix A**. This section should include detailed information regarding the essential sub-contractors / subconsultants 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 subcontractor / subconsultant indicating that the firm concurs with the role and responsibility Proponent has described.
 - 2.1.4. 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.

2.2. **Overall Qualifications and Performance on Previous Similar Projects.** This criterion measures the competence, qualifications and experience of the Proponent. Describe the Proponent's experience in conducting contract compliance audits, financial audits and specific issue audits by providing the following information:

2.2.1. Describe Proponent's experience in working with public organizations (e.g., City of Atlanta, Airport, etc.). Include experience in performing small and large financial audits.

2.2.2. Describe Proponent's experience and industry leadership initiatives conducting contract compliance and financial audits.

2.2.3. Describe Proponent's experience conducting a financial audit of contracts in which the financial terms include either a Maximum Annual Guarantee or a Percent for Gross Receipts payments.

2.2.4. The Proponent must provide at least five (5) examples of audit projects that Proponent has completed within the last seven (7) years by submitting a separate **Form 9** for each audit project.

2.3. **Approach.**

2.3.1. Describe Proponent's philosophy as it pertains to contract compliance audits, financial audits and specific audit issues.

2.3.2. Describe the Proponent's 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 Proponent's audit process.

2.3.3. Describe how the Proponent will communicate the results of the review on an ongoing basis during the field work.

2.4. **Key Personnel/Resumes.**

2.4.1. Identify and provide resumes for each of the Proponent's key personnel for the company and those individuals that will actually be servicing DOA under the Agreement (e.g., Audit Manager, Senior Auditor, and Senior Financial Analyst).

2.4.2. Resumes should be organized as follows:

2.4.2.1. Name and Title;

2.4.2.2. Professional Background;

2.4.2.3. Current and Past Relevant Employment;

2.4.2.4. Education;

- 2.4.2.5. Licenses and Certifications;
- 2.4.2.6. List of (3) Relevant projects, including:
 - 2.4.2.6.1. Client Name and contact information;
 - 2.4.2.6.2. Project description; and
 - 2.4.2.6.3. Role of the individual.

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

- 3.1. **Illegal Immigration Reform and Enforcement Act** – Each Proponent must complete and submit a Contractor’s Affidavit, attached hereto at **Form 1: Illegal Immigration Reform and Enforcement Act Forms** with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a completed Contractor’s Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.
- 3.2. **Contractor Disclosure Form** – Each Proponent must complete and submit **Form 2: Contractor Disclosure Form** with its proposal.
 - 3.2.1. If the Proponent is an individual, then that individual must complete and sign the Contractor Disclosure (Form 2) where indicated.
 - 3.2.2. If the Proponent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure (Form 2) where indicated.
 - 3.2.3. If the Proponent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign the Contractor Disclosure (Form 2) where indicated.
 - 3.2.4. If the Proponent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign the Contractor Disclosure (Form 2) where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Forms where indicated.
- 3.3. **Proponent’s Financial Disclosure** – Each Proponent must complete and submit **Form 4: Proponent Financial Disclosures** with its proposal. The City’s evaluation

of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation.

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

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

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

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

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

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

3.5.1. If used, an authorized representative of the entity must complete and sign this Acknowledgment of Addenda where indicated.

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

- 3.7. **Client List** – Each Proponent must complete and submit at least five (5) current or former clients that are able to attest to the Proponent’s performance, ability and credibility. References must include contact name, address, phone number, and email address. A separate **Form 9** is required for each reference.
- 3.8. **Cost Proposal** – Each Proponent must submit a Cost Proposal on **Form 10** for the Services requested by this RFP. The Cost Proposal must support the Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Cost Proposal may serve as the baseline for final fee negotiation with the City.
- 3.9. **Conflict of Interest Disclosure Form** – Proponent must submit **Form 11** with its Proposal and disclose thereon, any and all potential individual or organizational conflicts of interest in its Proposal. For the purposes of this section, a conflict of interest shall be deemed to exist if Proponent has performed or has been engaged to perform any consulting or financial services for any concessionaires listed on **Exhibit A-1** of the RFP, attached hereto and incorporated herein by this reference. Proponent must disclose whether Proponent or any of Proponent’s key personnel (identified in response to Section 3.5 of Part 2 of the RFP), partners, subcontractors or any entity or individual with direct or indirect ownership interest in Proponent previously provided any auditing, accounting, tax or other financial or consulting services for any concessionaire listed on **Exhibit A-1** of the RFP at any time beginning on January 1, 2013 through Wednesday, October 7, 2015.
- 3.9.1. The Proponent’s disclosure must contain the following information for each entity identified in accordance with this section:
- 3.9.1.1. client name;
 - 3.9.1.2. client location(s);
 - 3.9.1.3. dates the services were performed by Proponent on behalf of the client; and
 - 3.9.1.4. a description of the services provided by Proponent and/or any of its partners, subcontractors, or any entity or individual with direct or indirect ownership interest in Proponent.
- 3.9.2. **Proponent will be deemed non-responsive if it fails to submit a complete Form 11.** Proponent’s disclosure obligations shall be continuing and Proponent shall promptly notify the City if, after submitting its Proposal, Proponent or any of Proponent’s key personnel provide any audit, accounting, tax or other financial or consulting services for any concessionaire listed on **Exhibit A-1** of the RFP.
- 3.9.3. The information disclosed will not disqualify a Proponent from being awarded a contract for this RFP; however, the successful Proponent will

not be authorized to audit any concessionaire identified in Proponent's disclosure.

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

4. **Submission of Proposals:**

- 4.1. Proposals must be submitted according to the requirements of this RFP. All blank spaces must be typed or hand written in blue or black ink. All dollar amounts must be typed or hand written BOTH in word and numeric forms (e.g., One Dollar and No Cents (\$1.00)). **Proponents are advised that all written prices prevail over typed prices in the event of a discrepancy or conflict.** All corrections to any entry must be lined out and initialed by the Proponent. Do not use correction tape or 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.
- 4.3. A Proponent is required to submit one (1) original and seven (7) copies of its Proposal. Each Proposal must be submitted on 8½" x 11" single-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder (Volumes 1 and 2 may be contained in a single 3 ring binder). Each Proposal must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.
- 4.4. Proposals will be opened at **2:00 P.M. on Wednesday, October 7, 2015,** in the Department of Procurement's Bid Conference Room, 55 Trinity Avenue, S.W., Suite 1900, City Hall, Atlanta, Georgia 30303-0307.
- 4.5. Proposals must be sealed and clearly marked identifying the following information on the front of the package:
- 4.5.1. Proponent's Name/Company Name and Address.
 - 4.5.2. Proponent's Federal Work Authorization User Identification Number.
 - 4.5.3. Addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
City of Atlanta
Department of Procurement
55 Trinity Avenue, S.W., Suite 1900
Atlanta, Georgia 30303
RE: PROJECT NUMBER FC-8180

5. **Proposal Submittals¹:**

Item #	Required Proposal Submittal Check Sheet	Check (v)
	FORMS TO BE SUBMITTED WITH PROPOSAL THAT WILL NOT FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Form 3: Contractor Disclosure Form	
2.	Form 4: Proponent Financial Disclosure Form	
3.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
4.	Form 7: Acknowledgement of Addenda	
5.	Form 8: Proponent Contact Directory	
6.	Form 9: Client List	
	DOCUMENTS/FORMS THAT WILL FORM PART OF THE CONTRACT, IF AWARDED:	
1.	Form 1: Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 10: Cost Proposal	
3.	Form 11: Conflict of Interest Disclosure	
4.	Appendix A: City's Office of Contract Compliance Submittals	

¹ 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.

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 Qualifications and Performance on Prior Projects		20	
Approach		20	
Key Personnel		15	
Cost Proposal		15	
OCC Programs		15	
Financial Capability		10	
		100%	
TOTAL SCORE			

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

Part 4

Submittal Forms

FORM 1
Illegal Immigration Reform and Enforcement Act Forms
INSTRUCTIONS TO PROPONENTS

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

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

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

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

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

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: _____

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: _____

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:

_____ Date of Authorization
Federal Work Authorization User Identification Number

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
CONTRACTOR 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.
"Contractor"	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"	<p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership) must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>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 Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p>

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 No
(Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

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.

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? **YES** **NO**

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. **YES** **NO**

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

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. **YES** **NO**

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:

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? **YES** **NO**

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. **YES** **NO**

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

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------|
| (a) directly or indirectly, had a business relationship with the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (b) directly or indirectly, received revenues from the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 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? | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below <i>[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]:</i> | | |
| (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
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| (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
<input type="checkbox"/> | NO
<input type="checkbox"/> |

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

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venture(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 consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

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

Confidentiality. Details of the 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. During the performance of the agreement, the contractor agrees to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows:

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

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 contractor 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 contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, 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 contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor'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 contractor 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 contractor 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 contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.
- (g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;

- (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
- (3) Cancellation of the public contract;
- (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities: 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 subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Declaration

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

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

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

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

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: _____

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

	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (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.

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

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

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

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

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

FORM 5

ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS

I, _____, on behalf of _____, (“Proponent”), acknowledge that if selected as the successful Proponent for **FC-8180, Concessions Audit Services at Hartsfield-Jackson Atlanta International Airport** (the “RFP”), Proponent shall comply with all insurance and bonding requirements contained in the Services Agreement (attached to the RFP), including any other attachments to the RFP which pertain to insurance and/or bonding.

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

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

Date: _____, 2015
Corporate Proponent:
[Insert Corporate Proponent Name]

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Date: _____, 2015
Non-Corporate Proponent:
[Insert Non-Corporate Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 7

Acknowledgment of Addenda

Each Respondent must complete and submit and acknowledgement with its proposal 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-8180, Concessions Audit Services (RFP)**:

None (Check if None)

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

Dated the _____ day of _____, 2015.

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

PROPONENT CONTACT DIRECTORY

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

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

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUM

Form 9

Client List

Proponent must include client name, address, phone/fax number, contact name and summary of services provided to each client, including the dates the service(s) were provided for at least five (5) of Proponent's current or former clients. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form includes, at a minimum, all of the information required by the RFP.

1. Client: Name
 Address
 City, State, Zip
 Phone
 Fax

Project:

Contact Person:

Date(s) of Project:

Description/Summary of Services:

Value of Contract:

Firm's Role:

Key Audit Issues Identified:

Recommendation to resolve:

Form 10

Cost Proposal

PROPONENT _____

GUARANTEED MAXIMUM AMOUNT (per audit) \$ _____

Form 11

Conflict of Interest Disclosure Form

Proponents are required to disclose any individual or organizational conflicts of interest on this form. For the purposes of this form, a conflict of interest shall be deemed to exist if Proponent, or any of its key personnel (identified in response to Section 3.5 of Part 2 of the RFP), partners, members, subcontractors, or any entity or individual with direct or indirect ownership interest in Proponent has performed or been engaged to perform any auditing, accounting, tax or other financial or consulting services for any concessionaire listed on **Exhibit A-1** to this RFP anytime from January 1, 2013 to Wednesday, October 7, 2015. Please be advised that disclosing a Conflict of Interest will not automatically disqualify a Proponent from being awarded the contract for this RFP.

In the event Proponent has a conflict with any of the entities listed on **Exhibit A-1**, Proponent must provide the client name, client location, a summary of services provided to each client and the dates the service(s) were provided to Proponent's client. Proponent may supplement this form by attaching additional pages to it or may create its own form for inclusion in its Proposal as long as such form includes, at a minimum, all of the information required by this form.

I. Conflicts of Interest

I certify that I have read and understand the conflict of interest provisions set forth in Part 1, Section 13.2 of the RFP and reviewed **Exhibit A-1** to this RFP. I further certify that (check all that apply):

_____ Proponent has not performed or been engaged to perform any auditing, accounting, tax or other financial or consulting services for any concessionaire listed on **Exhibit A-1** to this RFP.

_____ Neither the Proponent nor any of its key personnel (identified in response to Section 3.5 of Part 2 of the RFP), partners, members or subcontractors have performed or been engaged to perform any auditing, accounting, tax or other financial or consulting services for any concessionaire listed on **Exhibit A-1** to this RFP.

_____ No entities or individuals with a direct or indirect ownership interest in Proponent have performed or been engaged to perform any auditing, accounting, tax or other financial or consulting services for any concessionaire listed on **Exhibit A-1** to this RFP.

_____ Proponent, Proponent's key personnel, Proponent's partners, Proponent's subcontractors and/or any entity or individual with direct or indirect ownership interest in Proponent have a conflict of interest with the following entity or entities listed on **Exhibit A-1** to this RFP, which I am listing immediately below (attach additional pages if necessary).

Client Name:

Client Location:

Date(s) of Project:

Description/Summary of Services:

II. Certification

Proponent warrants that, except as otherwise disclosed, there are no relevant facts or circumstances which would give rise to individual or organizational conflict of interest with any entity listed on **Exhibit A-1** attached to the RFP. Proponent agrees that if a conflict of interest is discovered at any time after the submission of its Proposal, an immediate and full disclosure in writing shall be made to the City of Atlanta. In the event the Proponent was aware of any conflict of interest prior to the award of this RFP and did not disclose its conflict, the City may deem Proponent’s Proposal non-responsive.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Part 5

Services Agreement

PROFESSIONAL SERVICES AGREEMENT

FOR

CONCESSIONS AUDIT SERVICES

AT

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Atlanta, Georgia



Contract No. FC-8180

_____, a _____ corporation

PROFESSIONAL SERVICE AGREEMENT

(FC-8180: Concessions Audit Services)

This Professional Services Agreement for Concessions Audit Services at Hartsfield-Jackson Atlanta International Airport (“Agreement”) is entered into and made effective as of _____, 2015 (“Effective Date”), by and between the City of Atlanta (“City”) and _____, a _____ corporation, dba, _____ (“Auditor”) set forth below. The City and Auditor are collectively referred to herein as the “Parties” and each, individually, as a “Party.”

Services Agreement Name: Concessions Audit Services at Hartsfield-Jackson Atlanta International Airport	Services Agreement No.: FC-8180
Auditor:	Using Agency: Department of Aviation
Address:	Address: 6000 North Terminal Parkway, Suite 4000 Atlanta, Georgia 30320
Phone:	Phone: 404-382-2211
Email:	Email: angela.johnson@atlanta-airport.com
Authorized Representative:	Authorized Representative: Angela Johnson, Interim Aviation Internal Audit Manager

1. Background.

1.1 City desires to obtain from Auditor the services described in this Agreement, including, without limitation, those services specified in **Exhibit A** attached hereto and incorporated herein by this reference.

1.2 Additionally, the City may periodically specify certain services throughout the Term, as defined below, consistent with this Agreement, by Task Order, which may be executed and issued by the City to the Auditor from time to time.

1.3 The total not to exceed compensation amount payable by City to the Auditor during the Term of this Agreement is \$_____ (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. **Term.** The initial Term of this Contract is three (3) years. Any Task Order issued under this Contract may have a performance period that extends beyond the applicable expiration date of this Contract. Contractor is bound to complete all work under the Task Order as long as such Task Order was issued prior to that expiration date of the Contract.

2.1 **Renewal Option.** The City shall have a single two-year renewal option which may be exercised at the sole discretion of the City.

3. **Interpretation.** All capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement.

4. **Services.**

4.1 **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, including but not limited to those Services described in the attached **Exhibit A**. 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 expense.

4.2 **Suspension of Services.** City may, by written notice to Auditor, suspend at any time the performance of all or any portion of the Services for any amount of time. Upon receipt of a suspension notice, Auditor must, unless the notice requires otherwise, immediately (a) discontinue suspended Services on the date and to the extent specified in the notice, (b) place no further orders or subcontracts for materials, services or property with respect to suspended Services and (c) take any other reasonable steps to minimize costs associated with the suspension.

5. **Payment Procedures.**

5.1 **Invoices.** Auditor shall prepare and submit to City invoices for payment of all Charges in accordance with this Agreement, including any Task Order issued to Auditor by City. Each invoice shall be in such detail and in such format as City may reasonably require, which shall include but not be limited to a detail of the work performed for the corresponding task order(s) with a breakdown of reimbursable expenses. Reimbursable expenses shall include but not be limited to air travel, hotel, and materials related to the performance of the task order(s).

5.2 **Payment.** 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.

5.3 Disputed Charges. If City in good faith disputes all or any portion of an invoice, City may withhold such disputed amount by notifying the 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 reasonable commercial efforts to resolve any disputed amount within thirty (30) days of the date City notifies Auditor of the disputed amount.

5.4 Taxes and Liens. Auditor is liable for all taxes levied or assessed against any of Auditor's personal property, fixtures, furniture or equipment as well as any sales, use or ad valorem taxes attributed to the Services rendered by Auditor or Auditor's subcontractors, if any. Auditor agrees not to permit or suffer any liens to be imposed on any Airport property.

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

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.

6.2 Auditor's Authorized Representative. Auditor designates the individual named on page one (1) as its Authorized Representative for purposes of this Agreement. The Auditor's Authorized Representative shall: (a) be an employee within Auditor's organization, with the information, authority and resources available to properly coordinate Auditor's responsibilities under this Agreement; (b) serve as primary interface and the point of communication for the Auditor for the provision of Services; (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 Contract. Within a reasonable period, but not later than seven (7) days after Auditor's receipt of notice from City that the continued assignment to the City (for the Services to be performed under this Agreement) of any Auditor

Personnel is not in the best interests of City may create a conflict of interest (in the City's sole determination), Auditor shall remove such Auditor Personnel from providing services under this 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 the continued assignment to the City any Auditor Personnel who have engaged in willful misconduct or have caused the Auditor to commit a breach of this Agreement immediately after Auditor becomes aware of such misconduct or breach.

6.5 Subcontracting. Auditor may not assign, license, subcontract or encumber all or any portion of this Agreement (or any of the Services set forth herein) without the without the prior written approval of the AGM, which may be granted or withheld in the AGM's sole discretion. If Auditor assigns, subcontracts or licenses the right to perform any of the Services, Auditor shall remain (i) primarily responsible for the performance of all Services; (ii) the City's sole point of contact under this Agreement; and (iii) responsible for the payment of any subcontractors, licensees or assigns.

6.6 Key Auditor Personnel and Key Sub-Contractors.

6.6.1 The following Persons are identified by Auditor as Key Auditor Personnel under this Agreement:

- (a) _____
- (b) _____; and
- (c) _____.

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

- (a) _____; and
- (b) _____.

6.6.3 Auditor shall not transfer, reassign or replace any Auditor Key Personnel or key Sub-Contractors during the term of this Agreement without prior written approval from the Aviation General Manager.

6.7 Conflicts of Interest. Auditor shall immediately notify City, in writing, of any and all potential or actual conflicts of interests, which arise or may arise during the execution of its

work in the fulfillment of the requirements of the Agreement whether or not the City has identified such conflict of interest. Such notice shall specify the nature of the conflict of interest (or potential conflict of interest) and include all facts that are in any way related to the conflict of interest in detail. The City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest, which may include, without limitation, termination of this Agreement or the suspension of Services.

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

6.9 Airport Security Requirements. Auditor shall comply, at its own expense, with TSA and the City's security requirements, except the costs associated with obtaining or renewing a SIDA Security Badge, Vehicle Access Permit and fingerprinting for Auditor's Personnel are reimbursable expenses. Auditor shall cooperate with TSA and the City on all security matters and shall promptly comply with any project security arrangements established by City. Compliance with such security requirements shall not relieve Auditor of its responsibility for maintaining proper security nor shall it be construed as limiting in any manner Auditor's obligation with respect to federal, state, and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around any of its personal property and throughout the Airport. The City's Department of Aviation Security Policies are set forth on **Exhibit F**, attached hereto and incorporated herein by this reference, as the same may change from time to time. Additional Airport security information is available at: www.atlanta-airport.com/Business/Security and http://www.atlanta-airport.com/Business/Security/security_services.aspx.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this 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 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 submitted to the City Authorized Representative for review. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion, the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional

service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. 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 Agreement for repeated performance of such disapproved items.

8. Auditor's Representations and Warranties. As of the Effective Date and continuing throughout the Term, Auditor warrants to City that:

8.1 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 Agreement. Auditor is validly existing and in good standing under the laws of the State of Georgia. Auditor has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of 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 Agreement or the provision of Services by Auditor is pending or threatened.

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

8.3 Equipment. Any equipment or materials used by Auditor shall be of merchantable quality and fit for the purposes for which they are intended. Further, Auditor shall maintain any equipment or materials provided or used by Auditor in good working order, in compliance with the best industry practices, all Applicable Laws and the Scope of Services.

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

9. Compliance with Laws.

9.1 General. Auditor and its subcontractors will perform the Services in compliance with all Applicable Laws

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

9.3 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 Agreement.

10. Confidential Information.

10.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or earlier termination of this 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, Consultant 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 Agreement.

10.2 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.

11. Work Product.

11.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Auditor or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Auditor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a Third Party) shall be deemed to be "works made for hire" and made in the course of rendering Services and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City.

11.2 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 and to the Work Product. If Auditor has any rights to the Work Product that cannot be assigned to the City, Auditor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants the City (during the term of such rights) an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

11.3 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.

11.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Auditor's Employees 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.

11.5 Without any additional cost to City, Auditor 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.

11.6 Auditor irrevocably designates City as Auditor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Auditor's name, with the same force and effect as if performed by Auditor.

12. Audit and Inspection Rights.

12.1 General.

12.1.1 Auditor must keep accurate records concerning the performance of Services under this Agreement including, but not limited to, records of the hours, identity and Services provided by any individuals (whether working for Auditor or a subcontractor of Auditor), amounts claimed for reimbursement for the Services, etc. Auditor acknowledges and agrees that the City has the right to audit Auditor. Auditor will provide to City, and any Person designated by City, access to Auditor Personnel and to Auditor-owned property 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 Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges, invoices and payments made to the City (if any); (b) examine Auditor's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Auditor shall provide full cooperation to the City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

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

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

12.1.4 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.

12.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, 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 Agreement.

13. Indemnification by Auditor.

13.1 General Indemnity. Auditor shall indemnify, defend and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and assigns (collectively, the "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:

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

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

13.1.3 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;

13.1.4 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

13.1.5 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.

13.2 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, contractor, subcontractor 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.

14. Limitation of Liability.

14.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE MAXIMUM PAYMENT AMOUNT TO BE PAID BY THE CITY DURING THE THEN CURRENT YEAR UNDER THE AGREEMENT THAT CORRESPONDS TO THE YEAR IN WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURS. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO AUDITOR FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) THAT AUDITOR MAY SUSTAIN OR INCUR IF EITHER THE QUANTITY OR CHARACTER OF ANY SERVICES TO BE PROVIDED BY CITY IS CHANGED OR IS NO LONGER AVAILABLE OR IS NO LONGER SUITABLE FOR AUDITOR'S REQUIREMENTS. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO AUDITOR FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) ARISING OUT OF, RESULTING FROM, RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, ANY FORCE MAJEURE EVENTS, INCLUDING, WITHOUT LIMITATION, ACTS OF TERRORISM, INCLUDING, BUT NOT LIMITED TO, LOSS(ES), DAMAGE(S) OR EXPENSE(S) SUSTAINED OR INCURRED BY AUDITOR AS A RESULT OF:

14.1.1 A CHANGE IN THE AIRPORT'S OR AUDITOR'S BUSINESS RESULTING FROM SUCH TERRORIST ACTS;

14.1.2 THE ENACTMENT OF LAWS RESPONDING TO OR CONCERNING SUCH TERRORIST ACTS; OR

14.1.3 ANY OTHER DETRIMENTAL EFFECT UPON AUDITOR OR ITS BUSINESS RESULTING FROM SUCH TERRORIST ACTS.

14.2 Exceptions to Limitations. The limitations set forth in the immediate Section 16.1 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 Section 12.1; 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.

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

16. Force Majeure. Neither party shall be deemed to be in breach of this Agreement by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities, acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the parties, excluding the failure to pay any sum (collectively, a "Force Majeure Event"). In no event shall the failure to pay any monetary sum be deemed a Force Majeure Event. If either party claims the occurrence of a Force Majeure Event, such party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event. 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 affected Party diligently 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 the continuation of such event, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

17. Termination.

17.1 Events of Default. Auditor shall be in default under the terms of this Agreement if Auditor:

17.1.1 fails to pay any sum within five (5) days of the date such payment is due to the City whether or not City has provided Auditor with an invoice or written notice of the amount due or overdue;

17.1.2 ceases to provide the Services without the written consent of the Aviation General Manager;

17.1.3 fails to comply with the requirements set forth in **Appendix A** or **Exhibit D**;

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

17.1.5 intentionally or willfully misrepresents any material fact to the City;

17.1.6 makes any material misrepresentation (or failed to make a full and accurate disclosure) to the City in the documents, questionnaires or materials submitted by the Auditor in response to Request for Proposals No. FC-8180 pursuant to which this Agreement was awarded, or failed to comply with all requirements, including, without limitation, the ethical standards and conflicts of interest policies set forth in the City Code; or

17.1.7 fails to pay any and all taxes and/or assessments required to be paid under this Agreement or in the operation of Auditor's business.

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

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

17.2.2 Terminate all or any portion of this Agreement or any of Auditor's rights under this Agreement at any time thereafter and recover from Auditor all costs, expenses, losses and damages recoverable under this Agreement or Applicable Law.

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

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

17.3 Termination by City for Cause. City may at its option, by giving written notice to Consultant, terminate this Agreement:

17.3.1 for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which City provides written notice of such breach;

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

17.3.3 immediately upon written notice for numerous breaches of the Contract Documents by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant's performance; or

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

17.4 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to **Section 17.3**, 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 agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of **Section 17.6**.

17.5 Termination by City for Insolvency. The Parties acknowledge and agree that the City may terminate this 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; (d) fails to deny

or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver, transferee or liquidator for all or any portion of its property.

17.6 Termination by City for Convenience. The City shall have the right to terminate this Agreement without cause at any time during the Term by giving written notice to Auditor at least fourteen (14) days prior to the date such termination is to be effective. Upon a termination for convenience, Auditor waives any claims for damages, including loss of anticipated profits. Auditor's sole remedy and City's sole liability under this Section is limited to City's payment for Services properly performed and rendered prior to the notice of termination, plus all reasonable costs for Services performed and rendered after the termination (if any), 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. Auditor must substantiate such costs in writing with proof satisfactory to City.

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

17.8 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Auditor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Auditor or provided by City for performance of the terminated Services; (iii) comply with all other reasonable requests from City regarding the terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

18. Dispute Resolution; Law; Venue.

18.1 The Parties acknowledge and agree to first attempt to resolve any dispute arising under or related to this Agreement pursuant to this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such

dispute unless, during that time, this Agreement is terminated or expires. Auditor agrees that it will not suspend or withhold the performance of any of the Services during the pendency of any payment dispute.

18.2 Applicable Law. This Agreement 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.

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

18.4 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.

19. LEGAL REQUIREMENTS; CITY POLICIES; EQUAL BUSINESS OPPORTUNITY (EBO) BUSINESS PARTICIPATION AND NON-DISCRIMINATION PROVISIONS.

19.1 City's Required Policies. Auditor acknowledges that Auditor has reviewed, is familiar with and agrees to comply with:

19.1.1 Auditor Required to Certify Prompt Payment of Subcontractors and Suppliers. The Auditor shall certify in writing that all subcontractors 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 subcontractors or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

19.1.2 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 subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final

payment to the Auditor by the City or will be paid in full utilizing the monies constituting final payment to the Auditor.

19.1.3 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.

19.1.4 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 subcontractors 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.

19.1.5 Equal Business Opportunity (EBO) Policy. The City's Equal Business Opportunity Policy attached as **Appendix A** and incorporated herein by this reference, as the same may be amended from time to time by the City, Georgia Department of Transportation or US Department of Transportation ("USDOT"). In addition to its compliance with the EBO Policy, Auditor shall work in good faith with the City's Office of Contract Compliance ("OCC") (and any other federal, state or local governmental or quasi-governmental agency) to maximize opportunities in the utilization of certified EBO firms during the Term of this Agreement.

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

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

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

19.1.9 Ethics Policy. The City's Ethics in Public Contracting Policy as set forth in Code Sections 2-1481 through 2-1490.

19.1.10 Conflicts of Interest Policy. The City's Conflicts of Interest Policy as set forth in Code Section 2-1482.

19.1.11 Predatory Lending Policy. The City's Prohibition against predatory lending as set forth in Code Section 2-1213, which states, "By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor."

19.1.12 Sustainability Policy. The City's Green Initiatives (Atlanta Sustainable Building Ordinance (ASBO)).

19.1.13 Anti-Kickback Policy. The City's prohibition against kickbacks and gratuities as set forth in Code Section 2-1484(d), which states, "The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

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

(b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any

specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

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

(d) [this section reference is not applicable]

19.1.14 Non-discrimination Certificates. By the execution of this Agreement, Auditor certifies as follows:

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

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

19.3 Public Use and Federal Grants.

19.3.1 To the best of Auditor’s knowledge, the physical locations/booths made available for Auditor’s use, if any, are subject to the terms of those certain sponsor’s assurances made to guarantee the public use of the Airport as incidental to grant agreements between City of Atlanta and the United States of America, as amended. City and Auditor

represent that none of the provisions of this Agreement violate any of the provisions of the Sponsor's Assurance Agreement.

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

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

20. General.

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

20.2 Waiver. Any waiver by either Party or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall

continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by an authorized signatory for the City.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned, encumbered, licensed or subcontracted in any manner by Auditor without the prior written consent of the Aviation General Manager, and any attempt to do so without such written consent shall be void *ab initio*. The Aviation General Manager may grant or deny consent to assign, subcontract, license or encumber this Agreement or the Services in his/her sole discretion.

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 Agreement without the prior written consent of the Aviation General Manager.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Agreement shall not be affected and shall continue to be enforceable to the greatest extent under Applicable Law. Each covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement; the breach of any such covenant or agreement by City shall not discharge or relieve Auditor from Auditor's obligation to perform each and every covenant and agreement of this Agreement to be performed by Auditor.

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 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 Agreement.

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

20.9 Independent Contractor. Auditor is an independent Auditor of City and nothing in this 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 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 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 Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue unilateral changes to Contract Documents. **AUDITOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS 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 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

20.14 Exhibits and Attachments. All exhibits, appendices, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes.

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

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

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

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

20.19 Award and Execution of Agreement. The award and execution of this Agreement by the City is authorized by Resolution No. 15-R-_____, which was adopted by City's Council on _____, 2015, and approved per City Charter Section 2-403 on _____, 2015, a copy of which is attached to this Agreement as **Exhibit B**. This Agreement will not become binding on City and City will incur no liability under it until it has been duly executed by Auditor, returned to City with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by City Attorney as to form and delivered to Auditor.

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

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

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

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

20.24 Unauthorized Goods or Services. Auditor acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, 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 the 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.

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

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

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

AUDITOR:

[insert Auditor name here]

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: Secretary/Assistant Secretary (SEAL)

CITY:

Mayor

ATTEST:

Municipal Clerk (SEAL)

APPROVED:

Chief Procurement Officer

APPROVED:

Aviation General Manager

APPROVED AS TO FORM:

Senior Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. SCOPE OF SERVICES: The City of Atlanta's Department of Aviation (DOA) has directed its Internal Audit Office to engage an external auditing firm to coordinate and conduct audits of Airport concessionaires as directed by the Authorized Representative referenced on page 1 of the Agreement. [PLEASE NOTE: A LIST OF CONCESSIONS LOCATIONS TO BE AUDITED WILL BE PROVIDED TO THE AWARDEE OF THE RFP.]

1.1 The Auditor will develop and document an audit approach that allows them to:

1.1.1 Validate six (6) months of gross receipts reported by Airport concessionaires to the DOA and determine accuracy;

1.1.2 Determine accuracy of concession fees reported and paid by Airport concessionaires to DOA;

1.1.3 Evaluate adequacy of concessionaires' gross receipts reporting controls; and

1.1.4 Evaluate concessionaires' contract compliance related to reporting gross receipts, fee calculations, and remitting concession fees to the DOA as per the concessions lease agreements.

1.2 The Audit Team is required to complete planning and fieldwork before issuing draft and final audit reports to the DOA Internal Audit Office.

2. DELIVERABLES: Audit Reports, Working Papers, and Report Formats.

2.1 **Audit Reports:** Prepare a **Draft** report for each concessionaire audited; include findings (based upon audit finding elements), recommendations with respect to business process improvements.

2.1.1 Following discussions with Concessionaires, DOA, and an approved draft report; Issue a **Final** report for each concessionaire audited: include findings (based upon audit finding elements), recommendations with respect to business process improvements, Auditee responses when appropriate, and corrective actions.

2.1.2 **Certified Audit Report:** At the end of each calendar year, Auditor may be requested to submit a Certified Audit Report prepared in accordance with Federal Acquisition Regulations (FAR) following the format outlined in the

Uniform Audit and Accounting Guide prepared by the American Association of State Highway and Transportation Officials, as it may be updated.

- 2.2 **Working paper:** Maintain working papers. Make available to DOA upon request.
- 2.3 **Report formats:** Final reports should be delivered in both hard copy (2 copies) and electronic format to DOA.

3. Compensation

3.1 **General Compensation Terms:** Auditor will be compensated for Services pursuant to the terms of this Professional Services Agreement and the specific Task Order associated with such Services. City agrees to pay the Maximum Per Audit Payment Amount (“MPAPA”) of \$_____ per audit, in accordance with the following schedule:

3.1.1 As full compensation for the services required by the Agreement the For each draft audit report submitted and approved by the Aviation General Manager, fifty percent (50%) of the MPAPA is payable.

3.1.2 As full compensation for the services required by the Agreement the For each draft audit report submitted and approved by the Aviation General Manager, fifty percent (50%) of the MPAPA is payable.

3.1.3 For each final audit report submitted and approved by the Aviation General Manager, one hundred percent (100%) or the remaining fifty percent (50%), if a draft report was previously submitted, of the MPAPA is payable.

3.2 At no time will more than the MPAPA be paid for any individual audit report. Under no circumstances with the amount actually paid by the City to the Auditor on a per audit or aggregate basis exceed the Maximum Payment Amount set forth in **Section 1.2** of the Agreement.

3.3 **Potential Compensation Structure of Task Orders:** City may issue Task Orders to Auditor based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:

3.3.1 **Task Order Maximum Payment Amount; Lump Sum:** A Project under a Task Order may involve payment of a total lump sum amount to Audit and a specific payment schedule, based upon negotiations between City and Auditor.

4. **Reimbursable Expenses:** Auditor is not entitled to recover any reimburseable expenses. All expenses associated with Auditor’s performance of Services hereunder are included in the price per audit amount quotes and negotiated between the Parties.

5. Submittal of Invoices. Auditor shall finalize and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Professional Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Auditor must submit all invoices by email to the Authorized Representative listed on page 1 of this Agreement.

5.1 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.

5.2 Format of Invoices. All invoices submitted by the Auditor must include:

5.2.1 Auditor Payment Request;

5.2.2 Schedule of Values;

5.2.3 A listing of the approved draft audit reports and completed audit reports currently being billed by Auditor; and

5.2.4 A listing of the completed audit reports through the date of the invoice requesting payment and all complete audit reports.

5.3 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.

5.4 Releases of all Claims. City may, as a condition precedent to any payment, require Auditor to submit for itself, its subcontractors, 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 Professional Services Agreement. Upon request, Auditor must, in addition, furnish acceptable evidence that all claims have been satisfied.

5.5 Acceptance of Payments by Auditor; Release. The acceptance by Auditor of any payment for Services under this Professional Services Agreement will, in each instance, operate as, and be a release to City from any and all claims or other 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 receipt of such payment.

5.6 Claims against Auditor. If there are claims filed against Auditor in connection with its performance under this Professional 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 Professional 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 Professional 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 A-1

LIST OF CURRENT AIRPORT CONCESSIONAIRES

Airport Retail Management, LLC
APW Holdings, LLC, d/b/a Airport Wireless
ALD Development Corporation
Areas ARM Atlanta, JV
Areas USA, Inc.
Atlanta Restaurant Partners, LLC
Business Traveler Services, Inc.
Capital City Bank, N.A.
CBR, Inc.
Chipotle Mexican Grill of Colorado, LLC
Chow Baby on Ponce LLC
Clear Channel Airports of Georgia, Inc.
Clear Channel Outdoor, Inc.
Coca Cola Refreshments USA, Inc.
Concessions International LLC
Concessions/H&H Joint Venture
Delaware North Companies Travel Hospitality Services, Inc.
DNCTHS Atlanta Partners
Duty Free Americas Peachtree, LLC
Federal Express Corporation
GCC/ARP JV
Genesco, Inc.
Georgia Airport Concessions, LLC
Georgia Lottery Corporation
Global Concessions, Inc.
Goodrum Enterprises, Inc.
Greater Atlanta Concessions LLC
Hartsfield Hospitality LLC
HBF Joco JV, LLC
HBF Pappas JV, LLC (Pappas Rest 50/50)
HBF PFC JV, LLC
HBF Velocity JV, LLC
HBF Verge JV, LLC
HMS Host-Shellis-Trans Air, Joint Venture
Hojeij Branded Foods Inc.
Host International, Inc
Host+ATLchefs JV3, LLC

Host+ATLchefs JV5, LLC
Host-Shellis JV
ILJ Atlanta, LLC
In Motion Entertainment, LLC
Jackmont Hospitality Inc.
Jackmont Hospitality Inc. and Global Concessions, Inc. (JV)
Kellee Communications Group, Inc.
Kellee Communications, LLC
L'Occitane Airport Ventures, LLC
LTL ATL JV, LLC
Mack II, Inc.
Master Concessionair ATL, LLC
Master Shine & Heel Corporation
MBC Enterprises, Inc.
MEM Concessions, LLC
Minute Suites, LLC
My Music Vending
NCM, LLC
Neat Receipts
New Zoom Inc.
Paradies - Atlanta II, LLC
Paradies Atlanta, LLC
PhaseNext Hospitality LLC
Quality Concessions, LLC
Quik Passport
Regus/Neat Receipts
Rent A Cellular, Concierge, Quik Passport
RIV WDW, LLC
Shellis Management Service, Inc.
Smarte Carte, Inc.
Southern Flavors, LLC
Tech Showcase
Tersylbran, Inc.
The Grove
Trans Air Service, LLC
Travelex Currency Services Inc.
Vida Concessions, LLC
Vida Velociy Management, LLC
Wells Fargo Bank, N.A.
Willy's Mexicana Grill, Inc.
XpresSpa Atlanta Terminal A, LLC

XpresSpa Atlanta Terminal C, LLC

XpresSpa-JDEE JV, LLC

WDFG North America, LLC (D/B/A – World Duty Free)

APW Holdings, LLC (Airport Wireless)

EXHIBIT B

AUTHORIZING LEGISLATION

See attached.

EXHIBIT C

DEFINITIONS

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

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind 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 subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Auditor Personnel” means all of Auditor’s employees, independent contractors or subcontractors.

“Aviation General Manager” or **“AGM”** shall mean the individual authorized by the City Code to direct the general management, operation and administration of the Airport or his/her designee(s) and the Authorized City Representative for purposes of this Agreement as set forth in the preamble hereto.

“Charges” means the amounts payable by City to Auditor pursuant to the terms of this Agreement.

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

agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

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

"Contract Documents" include this Agreement and the exhibits and other documents attached, referenced or incorporated.

"Firm" means a business organization that provides financial auditing services such as an audit plan and audit reports to the owner

"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.

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

Exhibit D

INSURANCE AND BONDING REQUIREMENTS

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-8180, CONCESSIONS AUDIT SERVICES

A. Preamble

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

1. Evidence of Insurance and Bonding Required Before Work Begins

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

At the time Consultant submits to City its executed Agreement, 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 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 proposal security provided by Consultant.

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

2. Project Number & Name

The project number (**FC-8180**) and name (Concessions Audit Services) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-

Casualty. Upon request, the Consultant must submit the ratings for each company to the City.

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

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a 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 Consultant in writing. 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.

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 Consultant from any liability under the Agreement. 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 Consultant's indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

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

5. Notices of Cancellation & Renewal

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

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

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

Consultant shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

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

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

7. Certificate Holder

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

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

City 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.

NOTE: 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 ten (10) days after the effective date of the Agreement.

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

11. Waiver of Subrogation in favor of the City of Atlanta

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Consultant must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. Workers' Compensation

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

Workers' Compensation **Statutory**

C. Commercial General Liability Insurance

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:

- Contractual Liability
- Independent Contractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Professional Liability/Errors & Omissions Insurance

Consultant shall procure and maintain during the life of this Agreement Professional Liability Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the 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 these extensions of coverage.

E. Payment Bond

At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Payment Bond in an amount equal to one hundred percent (100%) of the first year's payment amount specified in the Agreement, naming the City as obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at Exhibit D-1. The bond must be renewed annually at one hundred percent (100%) of the then current year's payment amount specified in the Agreement. The bond must be kept in full force and effect during the Term and any renewals.

1. The surety company issuing the bond must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bond of its intention not to renew or to terminate the bond.
2. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bond.
3. An agent of the Surety residing in the State of Georgia must execute the bond. The date of the bond must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown on each bond. The person executing the bond on behalf of the Surety must file with the bond a general power of attorney unlimited as to amount and type of bond covered by such power of attorney, and certified to by an official of said Surety. The bond must be on form provided by City. The Agreement will not be executed by City until after the approval of the bond by City's Attorney.
4. For additional information regarding Payment Bonds, please see Exhibit D-1 attached hereto and incorporated herein by this reference.

EXHIBIT D-1

ATTACHMENT 2

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta, Georgia

"Project" Concessions Audit Services

"FC No." 8180

"Principal"

Type of Organization ("X" one):
 Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and Business Address) _____

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

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

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the annual contract value as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the annual contract value as specified in the Agreement for the same 12-month period of the annual bond.

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

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

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

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

EXHIBIT 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 thereto, 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 to the Contract Documents relating to the claim.
- 2.** The parties are fully committed to working with each other throughout the Term of the Agreement 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 (or services being provided by others at the Airport).
- 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 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

CITY SECURITY POLICIES

For purposes of this Exhibit, the term 'Contractor' has the same meaning as 'Auditor' under the Agreement.

1. General Requirements: Contractor must comply with the Transportation Security Administration ("TSA") and City's security requirements for the Airport, as well as all other Applicable Laws. Contractor must also undertake reasonable action to establish and maintain secure conditions at any site where Services are rendered.
2. Preventing Unauthorized Access: Contractor must cooperate to the fullest extent with the TSA and City's Department of Aviation ("DOA") to maintain the integrity of the Airport's security system. Contractor must control its operations and the operations of its contractors/subcontractors 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.
3. TSA/Responsibility of Contractor: In order to comply with the TSA and DOA security requirements, Contractor is responsible for informing itself as to current, ongoing and changing requirements, and for remaining in compliance with those requirements throughout the term of this Agreement, including any extensions. The security requirements are as follows and, from time to time, may change, as required by the TSA and/or DOA:
 - 3.1.1. Security Identification Display Area (SIDA): The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with service contracts in the AOA secured area or sterile area of the Airport must 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.
 - 3.1.2. FBI/CHRC Checks: To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two proper forms of identification and citizenship/employment eligibility documents if necessary. Contractor 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 \$40.00 per individual. Cost for lost badges is \$50.00 for each replacement badge.
 - 3.1.2.1. In order to obtain up-to-date costs for the CHRC and for badging, Contractor shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Contractor/Escorting Requirements are specified in subsection below.

3.1.3. Displaying Badges: Contractor's employees and employees of Contractor's contractors/subcontractors of any tier must display a DOA issued badge. All employees shall be required to wear this badge at all times while within the secured areas of the Airport.

3.1.4. Badging Records and Process:

3.1.4.1. Contractor must maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Contractor must furnish this information to the DOA upon request.

3.1.4.2. The Badging process may begin upon the Effective Date and may take up to fourteen (14) calendar days to complete. Access to secured areas will be denied until such time as Contractor has completed the badging process.

3.1.4.3. If applicable, an Administrative NTP pre-dating the Effective Date may be presented to the DOA Security Division by Contractor in order to initiate the badging process.

3.1.4.4. The Contractor performing work for the Project must appoint one of its employees as an Authorized Agent and submit his or her name, on Contractor's letterhead, to the DOA Security Division. The submittal letter shall identify this Agreement, brief Services description and location and duration of the Services. A copy of Contractor's Insurance Certificate must accompany the letter.

3.1.4.5. Once badged, the Authorized Agent will be responsible for the badging process of his/her company employees and any subcontractor employees. The Authorized Agent shall also submit letters of sponsorship for contractors/subcontractors identifying this Agreement, brief Services description and location and duration of Services.

3.1.4.6. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for the Authorized Agents will last an additional hour for briefing by the DOA Security Division. Authorized Agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security Division Office.

3.1.4.7. Each person applying for a badge must complete and submit all forms required by the DOA Security Division. All required forms will be provided to the Authorized Agent at the time of the briefing at the DOA Security Division Office.

3.1.4.8. Each person applying for a badge must also submit to fingerprinting when submitting badging forms. Fingerprints will be utilized for a ten (10) year FBI based criminal history records check for each person.

3.1.4.9. Pursuant to Transportation Security Regulation ("TSR") § 1542.209, certain felony convictions within the most recent ten (10) year period for a badge applicant may

cause disqualification. A list of disqualifying felony convictions is available in the DOA Security Division Office and in the TSR's.

- 3.1.4.10. The Authorized Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Contractor's and its Subcontractor's approved employees may return to the DOA Security Division Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 3.1.4.11. Badges issued to Contractor and contractor/subcontractor employees will expire upon the happening of one (1) of the following events, whichever occurs first:
 - 3.1.4.11.1. The termination or expiration of this Agreement, or the termination or expiration of the agreement pursuant to which such employee is providing Services under;
 - 3.1.4.11.2. Expiration of Insurance coverage, as indicated on Contractor's or contractor's/subcontractor's Accord Certificate of Insurance;
 - 3.1.4.11.3. Employee's driver's license expiration date; or
 - 3.1.4.11.4. Two (2) years from the issuance of the badge.
- 3.1.4.12. Contractor and its subcontractors are responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant Aviation General Manager and the DOA Security Manager, explaining the reason(s) for the needed badge extension on Contractor's letterhead will be required. The DOA, prior to extension of the badges, must approve extension requests in writing.
- 3.1.4.13. Questions concerning Airport Security must be directed to (404) 530-6667.
- 3.1.5. Drivers/Ramp Certification/Additional Insurance/Vehicle Requirements:
 - 3.1.5.1. All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification.
 - 3.1.5.2. A "D" sticker placed on the face of the badge by the DOA Security Division will evidence ramp Certification.
 - 3.1.5.3. 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.
 - 3.1.5.4. Contractor must contact Airport Operations, at (404) 530-6620, during normal business hours, to schedule the training session.

- 3.1.5.5. All vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
- 3.1.5.6. Contractor must mark all vehicles and equipment, including those of contractors/subcontractors, in a manner as required by the DOA and consistent with the TSR's.
- 3.1.5.7. 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.

3.1.6. Protocols for Contractor Vehicle Escorting:

3.1.6.1. The following will apply to all escorting of vehicles:

- 3.1.6.1.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 3.1.6.1.2. All escorted personnel shall have no Terminal or Concourse access.
- 3.1.6.1.3. Escorting is limited to badged prime Contractors approved by the DOA Security Manager to perform escorting duties only. No other contractors/subcontractors will be allowed to escort any vehicles.
- 3.1.6.1.4. Escorting person(s) must have a SIDA badge.
- 3.1.6.1.5. Designated badged prime Contractor employees approved for escorting must escort all other CONTRACTOR employees to all work sites. Once at the work site, badged employees may supervise unbadged employees, not to exceed five (5) non-badged employees per one (1) SIDA badged employee.
- 3.1.6.1.6. 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, Contractor's name and project number or name. All escorted personnel must remain under the control of person(s) with a SIDA badge at all times while in the SIDA.
- 3.1.6.1.7. Maximum vehicular escort-one (1) prime Contractor vehicle is permitted to escort two (2) subcontractor vehicles.
- 3.1.6.1.8. All vehicles requiring escort must access and egress the AOA through pre-approved gates. Vehicles requiring escort will not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.

3.1.6.1.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, will not exempt the vehicle from the escorting requirements.

3.1.6.1.10. 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 extensions may not exceed an additional ten (10) hour period under any circumstances.

3.1.7. Protocols for Artwork within sterile area (inside Terminal, Concourses): The following protocols apply to work in the Airport's sterile area:

3.1.7.1. All employees must be badged to work in the sterile area.

3.1.7.2. If escorting of unbadged employees is required, an approved sponsor agency (DOA, Contractor, etc.) must perform the escort full time.

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

3.1.9. Federal Inspection Service Areas:

3.1.9.1. For any work conducted within Federal Inspection Service (FIS) areas, Contractor must submit an FIS Authorization requests to the U.S. Customs Service (404) 765-2303. The request must detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Division.

3.1.9.2. Contractor is 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 if one (1) or more U.S. Customs Agent(s) are present at all times.

3.1.10. Security Checkpoints:

3.1.10.1. Contractor and Subcontractors must maintain awareness among all employees, and at all times, that all Security Checkpoints are under Federal jurisdiction rather than privately contracted security agents. In general, contractors/subcontractors will not be allowed to carry tools and materials through the passenger security screening points.

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

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA
DEPT. OF PROCUREMENT
2015 APR 30 PM 2:07

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
Larry Scott
Contract Compliance Senior Manager
Lscott@atlantaga.gov

MEMORANDUM

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

FROM: Larry Scott *L.S.*
Mayor's Office of Contract Compliance

RE: **SBE Sheltered Market Bid Documents for Project No.: FC-8180,
Concessions Audit Services**

DATE: April 30, 2015

The SBE sheltered market bid documents with project specific availability for Project No.: FC-8180, Concessions 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
Larry Scott
Contract Compliance Senior Manager
LScott@atlantaga.gov

April 30, 2015

RE: Project No.: FC-8180, Concessions 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 56- Document Preparation Services" 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 6.

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 and 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, the SBE Sheltered Market Project Participation Plan, and any other 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. 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
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC-8180, Concessions Audit Services

Concessions Audit Services has been designated as a sheltered market opportunity for small business enterprises (SBEs). Therefore, there will be no subcontractor participation goals included in this solicitation.

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 Document Control Scanning [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 56- Document Preparation Services" 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

**SMALL BUSINESS ENTERPRISE PROJECT PARTICIPATION PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all subcontractors and suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City Of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Is Business a Small Business Enterprise? (yes or no)	Certification No. and Expiration Date

Total SBE% _____
Total Subcontractor% _____

Proponent's Co. Name: _____ Date: _____ FC#: _____
 Proponent's Contact Number: _____ Project Name: _____
 Signature: _____



**OFFICE OF CONTRACT COMPLIANCE
SUBCONTRACTOR CONTACT FORM**

List all subcontractors or suppliers (SBE and Non-SBE) that were contacted regarding this project

Name of Sub-Contractor/ Supplier	City Of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (See Code below)	Certification No. and Expiration Date	Results of Contact

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: _____

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