CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

FC-10563
CARGO BUILDING C OPERATIONS AND MAINTENANCE AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

JOHN SELDEN
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION

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

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (“DOP”), an Invitation to Bid for FC-10563, Cargo Building C. The City, on behalf of the Department of Aviation (“DOA”) seeks proposals from qualified proponents to operate and maintain Cargo Building C at Hartsfield-Jackson Atlanta International Airport (“H-JAIA”).

A Pre-Proposal Conference will be held on Monday, January 28, 2019 at 10:00 A.M. EST, at the Technical Support Campus, 1255 South Loop Road, Atlanta, GA 30337. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Aviation, Office of Contract Compliance, and Risk Management. Attendance at the Pre-Proposal Conference is strongly encouraged for each Bidder desiring to submit a Bid.

Proponents will be allowed to submit questions in writing and to ask questions during the Pre-Bid Conference. However, please note that oral answers to questions during the Pre-Bid Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all Bidders in the form of an addendum. The deadline to submit questions in writing is Friday, February 1, 2019 at 5:00 P.M. EST.

The Site Tour will immediately follow the conference. Prospective proponents attending the Site Tour for this solicitation must submit their full name, date of birth, company name and phone number to the DOP no later than 5:00 pm on Monday, January 21, 2019. Those attendees that have a current airport badge must submit their information and indicate that they have a current HJAIA security badge as well. This information must be submitted to the City’s contact person, Joseph Lockett, Contracting Officer, Sr. at JLockett@atlantaga.gov. All names will be submitted to Aviation Security for screening prior to the site tour. Valid picture identification for each tour attendee will be required on the day of the tour to be allowed to participate in the tour. Each company may register only two attendees for the pre-proposal site tour.

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., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, no later than 2:00 P.M. EST, Wednesday, March 13, 2019.

**ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M. EST**
Proposals will be publicly opened and read at 2:01 p.m. EDT on the respective due date in Suite 1900 (1st Floor), 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

Proponents may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, to iiareapreview@atlantaga.gov not less than ten (10) days prior to the Proposal due date of Wednesday, March 13, 2019 at 2:00 PM, EST. The IIREA Preview Participation Form is set forth in Part 6, included in the solicitation document.

The RFP document may be obtained online at the Procurement website which is procurement.atlantaga.gov. If the RFP is obtained by electronic means, interested Proponents shall submit their company’s information on the Procurement website to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued.

The solicitation document may be obtained from the Department of Procurement Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of $75.00 per package, between the hours of 8:15 a.m. ET and 5:00 p.m. ET, Monday through Friday. All purchased solicitation documents include a scope of work booklet.

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

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

Sincerely,

[Signature]

David L. Wilson II

DLW/jdl
DIRECTIONS

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

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

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

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

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

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

*FOR INFORMATIONAL PURPOSES ONLY*
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Part 1: Information and Instructions to Proponents

1. **Lease for Operator:** This is a Request for Proposals ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of its Department of Aviation ("DOA"), to lease **Cargo Building C**. A more detailed Scope of Services sought in this lease agreement is set forth in Exhibit A–Scope of Services attached to the **Lease Agreement – Cargo Building C Operations and Management at Hartsfield-Jackson Atlanta International Airport ("ATL") ("Lease Agreement"), included in this RFP at Part 5.¹

2. **Method of Source Selection:** This request is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances. By submitting a Proposal concerning this lease agreement, a Proponent acknowledges that it is familiar with all laws applicable to this lease agreement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

3. **General Information:** Hartsfield-Jackson Atlanta International Airport ("ATL") is known globally as the world’s most travelled airport. In 2016, ATL marked a milestone as the first airport to ever handle over 104 million passengers during a 12-month period, connecting global travelers nonstop to more than 152 domestic destinations and more than 70 international destinations in 45 countries.

    In 2017, ATL loaded and unloaded 691,269 net metric tons of cargo, ranking it at number 12 in North America, and 42nd compared to airports worldwide. The growth rate for 2017 was 6.58 percent and 3.58 percent in 2016, the third year of rebound after four years of decline of air cargo. This path matched the global trade pattern of growth after the recession starting in 2008.

    With the vision and support of the Mayor of Atlanta and the State of Georgia, the mandate for the Department of Aviation is to enhance air cargo on the Airport through air service development on the demand-side and facilities expansion on the supply-side. These developments aim to elevate the Airport cargo business significantly making ATL one of the elite global cargo operations poised to take advantage of the potential upturn in global trade.

    The City of Atlanta – Department of Aviation solicits offers for a Proponent(s) to lease and operate the cargo Building C warehouse facility.

**Minimum Qualifications:**

3.1 **Key experience and capabilities that are sought for the facility operator include:**

¹ All capitalized terms contained in the Lease Agreement are incorporated into this RFP.
• The Proponent(s) and/or its management team must have a minimum of five (5) years operational experience in offering on-airport air cargo services for both domestic and international airlines operations. The proponent(s) can be a startup owned and operated by agents with the required experience and access to capital.

• The Proponent(s) must provide background on the company, including parent company (if any), markets served, size of company, national and global coverage, if any, unique selling proposition, innovations, certifications, as well as annual revenues and profits, or available capitalization, during the last three (3) years in operations.

• The Proponent(s) must give a description of why their company is the best option for Ground Handling Agent cargo operations in Building C on Hartsfield-Jackson Atlanta International Airport.

• The Proponent(s) must give a description of the services the firm plans to offer if selected to occupy Building C. Please be specific (e.g., aircraft loading, flight planning, ground handling, cargo handling for all types of cargo, technology that may be used to maximize efficiency, etc.).

• The Proponent(s) must give an explanation of whether the firm would be prepared to lease the entire building of approximately 120k sq. ft. including a description of how the company would organize the space for warehouse and office use.

• The Proponent(s) must give a description of any planned investment in the building and timeframes.

• The Proponent(s) must give a description of plans, if any, to seek certifications for this building or operations such as Good Distribution Practice (GDP), IATA Center of Excellence for Independent Validators in Pharmaceutical Logistics (CEIV Pharma), relevant standards from the International Organization for Standardization (ISO) and timeframe for seeking certification.

• The Proponent(s) must give a description of how the firm would fulfil compliance requirements relevant to Federal, state, local, international and industry regulations, certifications, standards and industry best practices, in particular requirements established by U.S. Customs and Border Protection (CBP), U.S. Transportation Security Administration (TSA), U.S. Department of Agriculture (USDA), U.S. Food and Drug Administration (FDA), Occupational Health and Safety Administration (OSHA), Federal Aviation Administration (FAA), IATA, and Transportation Asset Protection Association (TAPA) standards and TAPA’s Facility Security Requirements (FSR).

• If the Proponent(s) or an affiliate does business at ATL currently, or have done so in the past, the Proponent(s) must give a description of any citations for violations or rules or regulations in the past two years. If any, please provide copies of records of such violations and a narrative of corrective actions taken, if any.

• The Proponent(s) must demonstrate via release of its audited financial statements for the last 2 years, that it is financially capable and stable for undergoing this project. Proponent(s) less than 2 years old, should show a
4. **No Offer by City; Firm Offer by Proponent(s):** This lease agreement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Proponent(s) to form a Services or Lease Agreement. This RFP is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent(s)’s offer is a firm offer and may not be withdrawn except under the rules specified in the City’s Code of Ordinances and other applicable law.

5. **Proposal Deadline:** Your response to this RFP must be received in writing by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than **2:00 p.m., EST on March 13, 2019.** Any Proposal received after this time will not be considered and will be rejected and returned.

6. **Pre-Proposal Conference/Site Tour:** Attendance at the pre-proposal conference is not mandatory; however, it is recommended that each Proponent attend the Pre-Proposal Conference and tour that is scheduled for **Monday, January 28, 2019 at 10:00 A.M., at the Technical Support Campus, 1255 South Loop Road, Atlanta, GA 30337.** Each Proponent must be fully informed regarding all existing and expected conditions and matters, which might affect the cost or performance of their services. Any failure to fully investigate the premises shall not relieve any proponent from responsibility to properly evaluate the difficulty or cost of successfully performing the services. **The Site Tour will immediately follow the conference.** Prospective proponents attending the Site Tour for this solicitation must submit their full name, date of birth, company name and phone number to the Department of Procurement (“DOP”) no later than 5:00 pm on **Monday, January 21, 2019.** Those attendees that have a current airport badge must submit their information and indicate that they have a current HJAIA security badge as well. This information must be submitted to the City’s contact person below (jlockett@atlantaga.gov). All names will be submitted to Aviation Security for screening prior to the site tour. Valid picture identification for each tour attendee will be required on the day of the tour to be allowed to participate in the tour. Each company may register only two attendees for the pre-proposal site tour.

7. **Procurement Questions:** Any questions regarding this RFP should be submitted in writing to the City’s contact person, Joseph Lockett, Contracting Officer, Senior, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by e-mail JLockett@atlantaga.gov, no later than 5:00 pm on **Friday, February 1, 2019.** Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent(s) to obtain a copy of any Addendum issued for this lease agreement 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, 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.
8. **Prohibited Contacts:** All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City’s contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City’s use, in its discretion.

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

11. **Applicable City OCC Programs:** During the performance of this Lease, Lessee agrees to use good faith efforts to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances of the City of Atlanta, Georgia, as amended and/or with the USDOT regulations related to disadvantaged business enterprises located at 49 C.F.R. Part 23, as appropriate, and with all implementing laws, regulations, rules, guidelines and policies in regard thereto and all standards and requirements. The City’s OCC Programs applicable to this procurement may be set forth in Appendix A: Office of Contract Compliance Submittals, attached to the lease agreement included in this RFP. By submitting a Proposal in response to this lease agreement, each Proponent agrees to use good faith efforts to comply with such applicable OCC Programs.

12. **Evaluation of Financial Information:** The City’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 4: Company Financial Statements and other Financial Information attached to this RFP and any additional information required on that form to be included in a Proposal.

13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors listed in the Proposal and to submit other material information relative to proposed subconsultants. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

14. **Examination of Proposal Documents:**

   a. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any services. Failure to do
so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the services in its Proposal.

b. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should the City’s intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proponents who have signed up on the Planholder’s List.

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

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

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

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

17. Illegal Immigration Reform and Enforcement Act: All Proponents are advised that this RFP is subject to the Illegal Immigration Reform and Enforcement Act (the “Act”). Pursuant to Act, the Proponent must provide proof of its registration with and continuing participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in Part 4, Form 1: Illegal Immigration Reform and Enforcement Act Forms, must be submitted at the time of proposal submission, prior to the time for opening the Proposal. Under the laws of the State of Georgia, the City cannot consider any Proposal which does not include completed forms required under the Act. It is not the intent of the City of Atlanta to provide detailed information or legal advice concerning the Act in this RFP. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at Part 4, Form 1.

a. Potential Offerors may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, not less than ten (10) days prior to
the Proposals due date. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Proposal.

18. **Gratuities and Kickbacks.** In accordance with the City of Atlanta’s Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a 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.

19. **Fraud and Misrepresentation.** Any written or oral information provided by the Service Provider, directly or indirectly related to the performance of the services required by this Lease 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. Service Provider 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. Service Provider 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 Lease Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. The Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider’s employees report to perform the services required by this Lease Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and/or purchase orders and take appropriate measures to ensure compliance with this provision.

20. **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.].”
21. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Lease Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent’s duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on Form 3 are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Lease Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this lease agreement process changes, is no longer accurate or would be misleading in any way.

22. **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 https://procurement.atlantaga.gov.
PART 2

CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS
PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

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

   - Information Drafted and Provided By A Proponent: This information should be included in a Volume I to a Proposal:

     2.1.1. Executive Summary (Cover Letter and Executive Summary);
     2.1.2. Table of Contents;
     2.1.3. Overall Experience and Past Performance;
     2.1.4. Organizational Structure / Management Plan;
     2.1.5. Key Personnel /Resumes, Staffing and Training;
     2.1.6. Operations facility and Maintenance Plan; and
     2.1.7. Efficiency and Technology Improvement Plan.

   2.2 Technical Proposal Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Technical Proposal(s):

     2.1.1 Executive Summary.

     2.1.1.1 Cover Letter: The cover letter must include the Proponent’s full legal name, address, telephone number, e-mail address, and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this lease agreement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of each member of the Proponent and statement of the Proponent’s approach to providing the services solicited in this RFP and how that compares with global standards.

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

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

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

2.1.1.2.3 A description of the Proponent’s plan for complying with the City’s EBO goals. This section should include detailed information regarding the essential subcontractors/sublessees 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/sublessees indicating that the firm concurs with the role and responsibility Proponent has described;

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

2.1.3 Table of Contents. Proposals should contain a detailed table of contents listing sections and subsections that correspond to the requirements of the RFP. The table of contents should also list all tables, appendices, figures, etc. contained in the Proposal.

2.1.2 Overall Experience and Past Performance. Proponent should describe in detail its experience, qualifications and planned approach to render services as related to this solicitation and the Scope of Services described in that section, and how its experience and qualifications will enable it to best address the Scope of Services.

2.1.2.1 Operations and management of IATA-compliant on-airport cargo handling facilities

2.1.2.2 Describe the Proponent’s experience in managing facilities owned by the public sector.

2.1.2.3 Discuss how the Proponent’s experience will provide the City with the best value possible for the Services requested under this RFP.

2.1.3 Organizational Structure/Management Plan. The Proponent’s Organizational Structure Section of the Proposal should introduce the Proponent’s key personnel by:
2.1.3.1 Providing the Proponent’s Management Organizational Chart both graphically and in narrative format. The Organizational Chart and narrative should provide a description of the Proponent’s views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team. Proponent is required to submit an Organizational Structure for both the Serviced Facility Ramp-Up Services portion of the work as well as a separate Organizational Structure for the Operation and Maintenance of the Serviced Facility. The narrative description for the Serviced Facility Ramp-Up Services should be developed from the past experiences of the Proponent in preparing to provide the complete Scope of Services. Proponent shall include a discussion of any requirements contained in Exhibit A – Part 1 that is not included but should be considered as a requirement and any requirements contained in the Exhibit that the Proponent recommends as not needed. (Submittal requirements listed below are specific to Organizational Structure/Management Plan following initiation of services).

2.1.3.2 Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure;

2.1.3.3 Providing the job positions for each major function on the chart. Proponent is required to submit a fully completed organizational structure.

2.1.3.4 Based on the Proponent’s Organizational structure, describe how the Proponent will manage the proponent team. The response should not address management of the Serviced Facility but should be specific to the Proponent and its Subcontractors, specifically addressing the following:

2.1.3.4.1 Proponent’s approach to team leadership discussing how the Proponent will:
   2.1.3.4.1.1 Ensure proper communications among pertinent project team members;
   2.1.3.4.1.2 Assure the City that each Scope of Service will be accomplished within any established time and/or budget constraint;
   2.1.3.4.1.3 Establish and maintain the necessary cooperative relationships with the Department of Aviation.
   2.1.3.4.1.4 Coordinate all necessary project activities within that team relationship;

2.1.3.5 Proponent’s proposed approach to:
   2.1.3.5.1 Identify and resolve issues during the project duration; and
   2.1.3.5.2 Make critical decisions.

2.1.4 Key Personnel/Resumes, Staffing and Training:

2.1.4.1 Identify and provide resumes for the individuals that the Proponent will use to fill the following positions (as applicable):
   2.1.4.1.1 Principal in Charge;
   2.1.4.1.2 Facility Manager;
2.1.4.1.3 Chief Facility Engineer;
2.1.4.1.4 Operations Manager;
2.1.4.1.5 Customer Service Manager/Supervisor.

2.1.4.2 Resumes should be organized as follows, where applicable:
2.1.4.2.1 Name and Title;
2.1.4.2.2 Professional Background;
2.1.4.2.3 Current and Past Relevant Employment;
2.1.4.2.4 Education;
2.1.4.2.5 Certifications;

2.1.4.3 List of three (3) relevant airlines handled previously, including:
2.1.4.3.1 Client Name;
2.1.4.3.2 Airline description; and
2.1.4.3.3 Role of the individual.
2.1.4.3.4 Reference Contact, (name, phone number, email address) to verify each relevant project.

2.1.4.4 Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, however, changes may be made as required for smooth operations.

2.1.4.5 Provide a Human Resources Plan which details how the Proponent will staff, maintain and service the Service Facility. Proponent shall be able to demonstrate its ability to staff, operate, and manage the Serviced Facility twenty-four (24) hours per day, seven (7) days per week. The staffing plan should be in the form of a Pro Forma statement. The staffing level shall be appropriate to ensure efficient service operations.

2.1.4.6 Describe in detail the plan to attract, hire, badge, train and retain staff. In particular, describe planned training associated with handling specialized, higher value commodities such as perishables, pharmaceuticals or e-commerce. Also describe the commitment that would be made if initial plans are not successful.

2.1.4.7 Describe the support capabilities the Proponent has available to the on-site management team.

2.1.4.8 Provide a detailed description of your workforce mix, if any, (subcontractors vs. employees);

2.1.4.9 Describe how decisions are made throughout the company and the level of management autonomy that will be granted to operations on the Airport;

2.1.5 Operations, Facility and Maintenance Plan: The successful Proponent will be the entity responsible for the superior operations and management of the Serviced Facility. The Proponent's operations and management of the Serviced Facility directly supports ATL's mission to be a global leader, by consistently innovating, and exceeding the customers' expectations.

2.1.5.1 Describe the Proponent's approach to and philosophy of facilities management including:
2.1.5.1.1 Proponent's overall philosophy to the operation and management of the Serviced Facility, with specific reference to the Scope of Services described in Exhibit A;
2.1.5.1.2 Describe the Proponent’s current compliance, and plans to comply, with relevant Federal, state, local, international and industry regulations, certifications,
standards and best practices regarding management and operation of an on-airport cargo-handling warehouse.

2.1.5.1.3 Including pharmaceutical industry standards, guidance and certification.

2.1.5.1.4 Describe Proponent’s plans to maintain working relationships with key regulatory authorities, such as the Department of Aviation, Atlanta Fire Rescue Department, Customs and Border Protection (CBP), Transportation Security Administration (TSA), U.S. Department of Agriculture (USDA) including the Animal and Plant Health Inspection Service, Federal Aviation Administration (FAA) and others.

2.1.5.1.5 Describe proposed processes, procedures and equipment that the Proponent will utilize at the facility, including any innovation in handling methods, with specific reference to the Scope of Services described in Exhibit A;

2.1.5.1.6 Describe Proponent’s ability and plans to maintain a world-class standard of cleanliness, as well as maintenance and upkeep of the facility and equipment.

2.1.5.1.7 Describe landside, airside and warehouse equipment that the Proponent will provide, to meet requirements for pickup and delivery in the region, handling within the warehouse, and cargo movement between the facility and aircraft ramps (e.g., refrigerated trucks/reefers, tugs, forklifts, etc.).

2.1.5.1.8 Describe Proponent’s plans for staff recruitment, retention and training, particularly in standard operating procedures and processes for handling high value and specialized commodities.

2.1.5.1.9 Describe any investment in facility improvements that the Proponent plans to make, to improve operational efficiency, maximize cargo volume throughput, quality of service offered to customers and/or ability to attract new cargo volumes and customers to the airport.

2.1.5.1.10 Describe Proponent’s plans for compliance with international guidelines, certifications and industry best practices for cargo handling, as well as applicable Federal and State health, safety and security regulations.

2.1.5.1.11 Describe Proponent’s administrative capabilities and plans, including:

2.1.5.1.12 Describe Proponent’s plans to ensure facility security in accordance with regulatory requirements and standards, including ensuring proper Department of Aviation security requirements, Transportation Security Administration, Federal Aviation Administration, Customs and Border Protection and/or other regulatory agency badging on background checks for on-site staff.

2.1.5.1.13 Describe Proponent’s ability and plans to provide superior, best-in-class customer service, including ability to respond to customer requests for handling live animals
such as pets, perishable cargo and other specialized cargo without delay.

2.1.5.1.14 Provide a detailed description of the customer service management approach to be utilized at the Serviced Facility. The City desires an approach that describes how the management team will proactively ensure that the customer service experience is consistently the best it can possibly be. Using this approach, explain how customer satisfaction will be monitored and reported to the DOA. Describe customer service programs the Proponent currently has in place and the effectiveness of those programs relative to customer service.

2.1.5.1.15 Describe the Proponent's quality assurance program and continuous improvement program citing specific examples of results that the quality program has produced.

2.1.5.1.16 Describe how Proponent plans to address most common KPI’s (Key Performance Indicators) and SLA’s (Service Level Agreements) as contained in customer handling agreements, and provide descriptions of how Proponent has been able to exceed KPI and SLA targets in the past.

2.1.5.1.17 Provide an estimated operating and maintenance budget for a 3-year period.

2.1.5.1.18 Describe the Proponent's reporting and invoicing procedures specifically addressing:

2.1.5.1.19 Proponent's financial and accounting program identifying the software supporting the program.

2.1.5.1.20 How the Proponent will establish and implement an internal safety program as specified by OSHA.

2.1.5.1.21 The Proponent's reports capabilities including customization and utilization.

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

All Proponents, including all Joint Venture partners, that submit a proposal in response to this RFP will be listed as a prime contractor with the City of Atlanta (the “City”). Each Proponent must fill out all forms completely (e.g., in their entirety, signed, notarized or sealed with corporate seal (if applicable).

If Proponent intends to be named as a Prime Contractor with the City, then Proponent must fill out all forms listed and required in this solicitation document; otherwise, Proponent may be deemed non-responsive.

The required forms are as follows:

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.

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

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 Form where indicated.

3.3. **Proponent’s Financial Disclosure** – Each Proponent must complete and submit Form 4: Proponent Financial Disclosures with its proposal. The City’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation.

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 Proponent must complete and submit and 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’s Contact Directory** – Each Proponent must complete and submit Form 8: Proponent’s 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 Proponent for purposes of this RFP and to whom notices regarding the Proponent’s qualification may be sent.

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

3.8. **SBO Programs. Subject to paragraph 11,** this criterion is based upon the responsiveness of a Proponent’s City of Atlanta’s Small Business Opportunity Program (“SBO”), the requirement of which is described in Appendix A to the Agreement. This criterion is not scored on a sliding scale. Best endeavor responsive Proponents will receive a score of 10 points. Proponents who fail to evidence a compliant ACDBE program shall be deemed non-responsive.

3.9. **Cost Proposal:** In a separate sealed envelope, each Proponent must submit a Cost Proposal using Form 10 provided by the City in Part 4. Proponent shall submit one (1) Original stamped “Original” and ten (10) copies of the Cost Proposal.

4. **Submission of Proposals:**

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: Cargo Building C Operations and Maintenance at Hartsfield-Jackson Atlanta International Airport, and the name and address of the Proponent. All Proposals must be submitted to:

    David L. Wilson II  
    Chief Procurement Officer  
    Department of Procurement  
    55 Trinity Avenue, S.W.  
    City Hall, Suite 1900  
    Atlanta, Georgia 30303-0307
4.2 Each Proposal must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP. A Proponent is required to submit one (1) “Original” and ten (10) copies of Volume I, and one (1) “Original” and ten (10) copies of Volume II of the Proponents response to this RFP.

4.3 A Proponent is required to submit, in a separate, sealed envelope, clearly marked “Cost Proposal”, one (1) stamped original and ten (10) copies of its Cost Proposal.
5. **Submittals**: The following submittals must be completed and submitted with each Proposal.

<table>
<thead>
<tr>
<th>Item</th>
<th>Required Proposal Submittal</th>
<th>Check</th>
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<tbody>
<tr>
<td></td>
<td>Check Sheet2</td>
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<tr>
<td></td>
<td><strong>Volume 1</strong></td>
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<tr>
<td>1.</td>
<td>Executive Summary</td>
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<td>2.</td>
<td>Overall Experience and Past Performance</td>
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<tr>
<td>3.</td>
<td>Organizational Structure/Management Plan</td>
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<td>4.</td>
<td>Key Personnel/Resumes, Staffing and Training</td>
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<td>5.</td>
<td>Operations, Facility and Maintenance Plan</td>
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<td>6.</td>
<td>Efficiency and Technology Improvement Plan</td>
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<td></td>
<td><strong>Volume 2</strong></td>
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<tr>
<td>7.</td>
<td>Form 1: Illegal Immigration Reform and Enforcement Act – Contractor Affidavit</td>
<td></td>
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<tr>
<td>8.</td>
<td>Form 2: Contractor Disclosure and Declaration Form</td>
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<tr>
<td>9.</td>
<td>Form 3: Non-Applicable for this RFP</td>
<td>N/A</td>
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<tr>
<td>10.</td>
<td>Form 4: Proponent’s Financial Disclosure Form</td>
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<tr>
<td>11.</td>
<td>Form 5: Acknowledgement of Insurance and Bonding</td>
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<tr>
<td>12.</td>
<td>Form 6: Non-Applicable for this RFP</td>
<td>N/A</td>
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<tr>
<td>13.</td>
<td>Form 7: Acknowledgement of Addenda</td>
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<td>14.</td>
<td>Form 8: Proponent Contact Directory</td>
<td></td>
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<tr>
<td>15.</td>
<td>Form 9: Referral List</td>
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<tr>
<td>16.</td>
<td>Appendix A: Office of Contract Compliance Submittals</td>
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<td></td>
<td><strong>FINANCIAL OFFER MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE</strong></td>
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<td>17.</td>
<td>Form 10: Cost Proposal Form</td>
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</table>

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

---

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

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

<table>
<thead>
<tr>
<th>RELATIVE WEIGHT</th>
<th>GRADED ITEM</th>
<th>SCORE</th>
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</thead>
<tbody>
<tr>
<td>5</td>
<td>Executive Summary (Cover Letter and Executive Summary)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Overall Experience and Past Performance</td>
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<tr>
<td>15</td>
<td>Office of Contract Compliance</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Financial Statement/Capability</td>
<td></td>
</tr>
<tr>
<td>100</td>
<td>TOTAL SCORE</td>
<td></td>
</tr>
</tbody>
</table>

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between one (1) and ten (10) for each Category noted above. The Total Category Score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = Total Category Score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score.
PART 4: REQUIRED SUBMITTAL FORMS

All Proponents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form’s instructions.

If Proponent intends to be named as a Prime Contractor(s) with the City, then Proponent must fill out all the forms listed in this solicitation document; otherwise, Proponent may be deemed non-responsive.
Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City’s procurement process and the terms of this RFP.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration. This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.

3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

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

   **Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a 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 duly notarized.

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

7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.
Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this 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 though the contract period and the undersigned contractor for the 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:

_______________________________________  (Also known as eVerify Company ID)

Federal Work Authorization User Identification Number  (Not Tax ID or SS Number)

___________________________________

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

___________________________________

Name of Contractor (Legal name of Contractor, not an abbreviated version)

___________________________________

Name of Project

City of Atlanta
Name of Public Employer

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

Executed on ________, ____, 201__ in ______________(city), ______________(state).

___________________________________________

Signature of Authorized Officer or Agent

__________________________________________

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _________ DAY OF _____________________, 201__.

___________________________________

NOTARY PUBLIC

My Commission Expires:
By executing this 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:

____________________________________________________ (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number   (Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of 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: __________________________

Rev. 07/19/17
## DEFINITIONS FOR THE PURPOSE OF THIS DISCLOSURE AND DECLARATION FORM

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Affiliate”</td>
<td>Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.</td>
</tr>
<tr>
<td>“Contractor or Vendor”</td>
<td>Any person or entity having a contract with the City of Atlanta (&quot;City&quot;).</td>
</tr>
<tr>
<td>“Control”</td>
<td>The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty-one (51%) or more of any class of voting or equity interests in the controlled entity.</td>
</tr>
<tr>
<td>“Respondent or Offeror”</td>
<td>Any individual or entity that submits a Bid/Proposal in response to a solicitation.</td>
</tr>
</tbody>
</table>

### Instructions:

Provide the following information for the entity or individual completing this Form (the “Individual/Entity”).

### A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

### B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the Individual/Entity authorized to transact business in the State of Georgia?

- YES (Attach documentation evidencing authority to transact business in the State of Georgia, not limited to Georgia Secretary of State documentation.)
- NO
C. Questionnaire

If you answer “YES” to any of the following questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

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

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? If the answer to this question is “NO”, then please proceed to question number 4.

3. If “yes” to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.

4. Has the Respondent been charged with a criminal offense within the last ten (10) years?

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent’s work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.

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

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.
Required Submittal (FORM 2)
Contractor Disclosure and Declaration Form (Page 3 of 8)

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 ☐ ☐ NO ☐ ☐

(b) directly or indirectly, received revenues from the City?
YES ☐ ☐ NO ☐ ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?
YES ☐ ☐ NO ☐ ☐

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 ☐ ☐ NO ☐ ☐

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 ☐ ☐ NO ☐ ☐

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 ☐ ☐ NO ☐ ☐

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 ☐ ☐ NO ☐ ☐

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 ☐ ☐ NO ☐ ☐

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

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under Atlanta City Code Section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.
YES ☐ ☐ NO ☐ ☐

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

__________________________________________________________________________
__________________________________________________________________________

Form Rev.002 07/06/2017
D. REPRESENTATIONS

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

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Bidders are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

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

Certify Satisfaction of all Underlying Obligations. (If 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 Bids/Proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each Respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid/Proposal. However, the respondent may be required to submit such required information before further consideration.

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

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

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

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

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

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

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

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

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

*Sign here if you are an individual:*

**Printed Name:**

**Signature:**

**Date:** ____________, 20__

**Subscribed and sworn to or affirmed by** __________________________ (name) this ___ day of ____________, 20__.

________________________________________________________

Notary Public of __________________________ (state)

My commission expires: ____________

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

**Printed Name of Entity or Partnership:**

**Signature of authorized representative:**

**Title:**

**Date:** ____________, 20__

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

________________________________________________________

Notary Public of __________________________ (state)

My commission expires: ____________
Project Name/Number: FC/BID-

Proponent: 

This is to acknowledge that this Contractor Disclosure and Declaration Form has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

Print Name of Procurement Professional

Print Title of Procurement Professional

SIGNATURE

Print Name of Chief Procurement Officer

Signature of Chief Procurement Officer

Date
**Required Submittal (FORM 4)**

**Proponent Financial Disclosure (Page 1 of 5)**

**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 Proposal 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.

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.
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/Proposal.

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

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

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

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

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

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

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

Standard currency of Proponent's Financial Statements: ________________

The exchange rate used: __________ = US $ __________

Most recent three (3) years

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

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

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

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

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

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

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

Sign here if you are an individual:

Printed Name: ____________________________
Signature: ________________________________
Date: __________________________, 20__

Subscribed and sworn to or affirmed by __________________________ (name) this _____ day of __________, 20__.  

______________________________
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 __________, 20__.  

______________________________
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-10563, Cargo Building C Operations and Maintenance at Hartsfield-Jackson Atlanta International Airport. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

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

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

Dated this ________ day of _____________________, 201_.

<table>
<thead>
<tr>
<th>Corporate Proponent:</th>
<th>Non-Corporate Proponent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Insert Corporate Name]</td>
<td>[Insert Proponent Name]</td>
</tr>
</tbody>
</table>

By: ______________________________
Print Name: _______________________
Title: ____________________________

______________________________
Corporate Secretary/Assistant Secretary (Seal)

______________________________
Notary Public (Seal)
My Commission Expires: __________
FORM 7

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following Addenda for FC-10563, Cargo Building C Operations and Maintenance at Hartsfield-Jackson Atlanta International Airport:

☐ None (Check if None)

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

Dated the _____ day of ________________, 20__.

Corporate Proponent:  
[Insert Corporate Name]

By: __________________________

Name: _______________________

Title: ________________________

______________________________

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:  
[Insert Proponent Name]

By: __________________________

Name: _______________________

Title: ________________________

______________________________

Notary Public (Seal)
My Commission Expires:
The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent’s team:

1. At least two individuals, one primary and the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Agreement included in this RFP.
FORM 9

Referral List

Each Proponent must provide a list of at least four (4) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent’s performance ability and credibility in a particular industry or trade.

<table>
<thead>
<tr>
<th>Reference</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address
City, State, Zip
Phone
Fax

Project Title:

Contact Person:  ______________________
Direct Telephone:  ______________________
Email Address:  ______________________

Date(s) of Project:  ______________________

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent’s Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)
The term for this contract will be twenty (20) years with the potential of at least one (1) five-year renewal. This is negotiable with the Department of Aviation based on the amount of capital improvement investment placed into the building by the Proponent.

The building has been assessed a fair market rent of approximately $16 per square foot of building area plus approximately $1.12 per square foot of land area (including the land under the building), per year. Rent shall increase 3% per year, compounded, and will adjust each fifth lease year to reflect the then current fair market rent as determined by a licensed appraiser. The entire building is approximately 120,000 square feet.

The Proponent shall be responsible for warehouse maintenance and repair, as well as costs associated with its share of common use area usage, including TruckPass truck staging area.

The Department of Aviation will be responsible for providing the completed warehouse shell and other landside and airside enabling elements, including but not limited to ramp and apron for aircraft parking, connection to the taxiway and access to runway, landside parking and road access, sidewalks, landscaping and drainage, connection and access to utilities such as water, sewage, drainage, and electricity.

Apart from the completed building shell, related equipment (e.g., HVAC, sprinkler systems, lighting, utility connections, etc.) and associated airside and landside infrastructure as described above, the Proponent shall be responsible for all capital expenditures related to the facility, fixed equipment, e.g., coolers, compressors, etc., as well as other operational tools and equipment such as transport equipment e.g. trucks, tugs, forklifts, storage and retrieval systems, etc., tools and unit load devices (ULDs) e.g. computers, scanners, cargo management and warehouse management software, signs, internal shelves, rails, roller decks and any required tracks, pallet movers, etc. The Proponent shall also be responsible for maintenance and upkeep of the facility and equipment, industry certifications, and utility costs.

Additionally, the Proponent shall note that airlines are responsible for procuring de-icing services. Presently, Delta Air Lines and Ultimate Aircraft offers wide-body de-icing on ATL. However, the City provides access to the de-icing solution storage and supporting infrastructure.
The Proponent hereby agrees to pay the City of Atlanta a rental payment guided by the Federal Aviation Administration, according to the terms above.

Please sign the appropriate place:

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>___________________________</td>
</tr>
<tr>
<td>Title</td>
<td>___________________________</td>
</tr>
<tr>
<td>Company</td>
<td>___________________________</td>
</tr>
<tr>
<td>Telephone:</td>
<td>___________________________</td>
</tr>
</tbody>
</table>
PART 5

LEASE AGREEMENT
Part 5: Form of Lease Agreement

City of Atlanta
Department of Aviation
Hartsfield-Jackson Atlanta International Airport

LEASE AGREEMENT
SOUTH CARGO AREA

with

___________________________

for

Cargo Warehouse Building C

Atlanta, Georgia
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APPENDIX I – RESOLUTION
LEASE AGREEMENT

Cargo Warehouse Building C-south of the South Cargo Area at Hartsfield-Jackson Atlanta International Airport

GEORGIA….CLAYTON COUNTY

THIS AGREEMENT AND LEASE (the “Lease”), made and entered into on the ____ day of __________, 201__, by and between the CITY OF ATLANTA, a municipal corporation of the State of Georgia (hereinafter referred to as the "City") and __________________, a company organized and existing under the laws of the Federal Republic of Germany (hereinafter referred to as "Lessee").

WITNESSETH THAT:

WHEREAS, the City owns and operates Hartsfield-Jackson Atlanta International Airport (hereinafter referred to as the "Airport,") situated in the Counties of Fulton and Clayton, Georgia, on which there exist certain facilities designed and constructed by the City for use by firms engaged in the business of transporting passengers, cargo, and mail by aircraft, among which are facilities located in an area designated as and hereinafter referred to as the "South Cargo"; and

WHEREAS, Lessee is engaged in the aircraft cargo and support business; and

WHEREAS, Lessee desires to lease certain premises in the South Cargo Area for use in its business, and the City is willing to lease such premises to Lessee, subject to the terms and conditions hereinafter set forth; and

WHEREAS, the execution of this Lease has been authorized by Resolution No. ___________ of the Council of the City of Atlanta adopted on __________, and approved on ____________ by the Mayor of the City of Atlanta, a copy of which is attached hereto as Appendix I and made a part hereof.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL TERMS AND CONDITIONS hereinafter set forth, the City hereby leases and demises to Lessee, and Lessee hereby hires and takes from the City for its exclusive use, and for the uses and purposes herein enumerated, the leased premises hereinafter described, subject to the following terms and conditions:
SECTION 1 - LEASED PREMISES:

Subsection 1.01 - Description of Leased Premises. The leased premises herein demised consist of approximately:

(a) Land Under Building: _______ square feet in the area identified on Exhibit A as the South Cargo area
(b) Building Area: ________ square feet
(c) Building M&O: _____________ square feet
(d) Airside Operations Area: ___________square feet of Airside Operations area
(e) Landside Operations Area: ________ square feet of Landside Operations area
(f) Landside Vehicle Parking: ________ square feet (____ spaces)
(g) Landside & Airside M&O: _______ square feet

The above-referenced area shall be for Lessee’s exclusive use and shall hereinafter be known as the “Exclusive Leased Premises”. The Exclusive Leased Premises and the “Non-exclusive Leased Premises” (as defined below) shall together comprise the “Leased Premises”.

Lessee shall have non-exclusive use (the “Non-exclusive Leased Premises”), subject to any restrictions referred to in Section 2 hereof, of the following areas:

(a) Common Use Area of the South Cargo Building, including corridor, stairs, reception area and restrooms, as shown on Exhibit A;
(b) South Cargo Area Taxiway;
(c) Taxi-lane or taxiing apron not within any tenant's lease boundaries;
(d) Aircraft Parking Ramp in the South Cargo Area which non-exclusive use shall be subject to prior arrangements made with the City or its designated South Cargo Area Ramp Manager;
The Leased Premises are being received by Lessee in its "as-is" condition, including, but not limited to, any existing Hazardous Materials (as that term is defined hereinafter), if any, as the same exist on the effective date hereof.

**Subsection 1.02 - Ingress and Egress.** Lessee, its officers, directors, employees, patrons, customers, invitees, guests, and suppliers of materials or furnishers of services shall have the right of ingress to and egress from the Leased Premises 24 hours per day, seven (7) days per week, over Airport roadways, including the use of common use roadways, subject to such reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use, and subject to applicable law.

**SECTION 2 - TERM:**

The term of this Lease shall commence from the date of execution by the City as indicated above and shall continue through ____________, subject to the provisions below (the “Term”).

**Subsection 2.01 - Inspection of Leased Premises.** Contemporaneously with the execution of this Lease, a walk through inspection of the Leased Premises shall be made by the Aviation General Manager or his designee and a representative of Lessee for the purpose of noting the condition of the Leased Premises at the time of execution of this Lease.

**Subsection 2.02 - Inspection of the Leased Premises Prior to Expiration of the Term.** A walk-through inspection of the Leased Premises shall be made by the Aviation General Manager or his designee and a representative of Lessee not less than thirty (30) days prior to the expiration of the Term hereof, for the purpose of noting deficiencies in the maintenance of the Leased Premises. The Lessee shall correct or repair any and all deficiencies prior to the expiration of the Term noted during such inspection.

**Subsection 2.03 - Right to Terminate this Lease.** It is further covenanted and agreed that, in addition to any other right of termination provided hereunder, the City shall have the right to terminate this Lease for convenience at any time during the Term with at least one-hundred and twenty (120) days prior written notice to the effective date of such termination.

**Subsection 2.04 – End of Term.** Upon the expiration or other termination of the Term, Lessee shall quit and surrender to the City the Leased Premises in good order and condition, ordinary wear and tear excepted. Lessee’s obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

**SECTION 3 - RENTAL:**
Lease payments will begin on the Date of Occupancy regardless if this date is earlier than the Date of Execution. Lessee hereby covenants and agrees to pay on the first day of each month of the Term hereof to the City in lawful money of the United States of America, without deduction or offset (except as specifically authorized herein), and in advance and without demand, at the City's principal place of business as indicated in Subsection 3.01 of this Lease or at such place or places or to such person or persons as may be designated from time to time by the City, the total monthly rental which shall be calculated based on the Leased Premises as outlined in Exhibit A and under the rate schedule set forth in Exhibit B attached hereto and made a part hereof by reference (the “Rental”). The Rental shall be subject to an escalation during the entire period of occupancy, including Holdover if any. The Rent as described in Exhibit B shall increase 3% annually every July 1. For any and all terms that run beyond five years, including occupancy during Holdover, a Fair Market Value rental rate appraisal shall be performed on or before each fifth-year anniversary in order to determine the new baseline rate for the next five-year period which will then be subject to interim annual escalation.

Subsection 3.01 - Place of Payment and Late Fees. All amounts due pursuant to this Lease shall be payable to the

CITY OF ATLANTA
DEPARTMENT OF AVIATION
P.O. BOX 920500
ATLANTA, GA 30392

Via Electronic Funds Transfer (EFT)
Bank: Wells Fargo Bank
Account Name: City of Atlanta-DOA
Routing Number: ____________
Account Number: ____________

or such other place as designated by the Aviation General Manager. Any amount that is not paid within five (5) days of the due date shall accrue interest from the due date at a rate of one and a half percent (1.5%) per month until paid. Notwithstanding the foregoing, Lessee shall not abate, suspend, postpone, set-off or discontinue any payments of fees payable hereunder.

Subsection 3.02 - Proration of Rental Payments. For any period of less than one calendar month that this Lease shall be in effect, the aforesaid rental payments shall be pro-rated.
Subsection 3.03 – Lease Security. A security deposit of three (3) months’ Rental is required. In addition, the requirement for a security deposit may be re-evaluated in the future depending on the Lessee’s payment history and general economic conditions.

Subsection 3.04 – Surety Bond or Letter of Credit. Lessee shall file with the City a Surety Bond or Irrevocable Letter of Credit in the initial amount of three (3) months’ Rental and charges, as collateral security for the payment of the rents and charges to become due to the City from Lessee under this Lease, and for faithful performance by Lessee of all the other obligations under this Lease, and for payment of any and all sums of money for which Lessee may be or become liable under this Lease. If the Lessee is in default under this Lease more than two (2) times within any twelve-month period, regardless of whether such default is cured, then, without limiting the City’s other rights and remedies provided for in this Lease or at law or equity, the Surety Bond or Letter of Credit shall automatically be increased to an amount equal to four (4) months’ Rental, which shall be provided by the Lessee to the City forthwith on demand.

Subsection 3.05 – Ancillary Charges. Failure to pay ancillary charges shall result in a default as defined in Section 19 herein.

Subsection 3.06 – Ramp Use Charges. Lessee will incur a separate Ramp Use charge according to the daily rates established by the City for common use apron parking at the airport for any business materials, vehicles or equipment stored by Lessee outside of their designated leasehold. Further, if storage of these items prevent use of the ramp by the City for aircraft parking, the Lessee will charged at the rate of the applicable aircraft that was not able to be accommodated. Failure to pay Ramp Use Charges shall result in a default as defined in Section 19 herein.

SECTION 4 - USE OF LEASED PREMISES:

The Leased Premises shall be subject to the terms and conditions of this Lease, and applicable federal, state and local laws, regulations, rules, codes, ordinances, and executive orders, solely for such uses and purposes as are a part of or incidental to administrative support, training, and maintenance operations required for cargo and aircraft support services, including offices and conference rooms, training and classrooms, storage areas, maintenance rooms and equipment. The Leased Premises shall be used for no other purpose than that stated without the prior written consent of the City’s Aviation General Manager. Any revenue received by Lessee for uses of the Leased Premises not authorized herein shall inure immediately and completely to the City. Violation of this paragraph shall be deemed a default under Section 19 herein.

Lessee shall not do anything, or cause or permit anything to be done, in or about the Leased Premises, which will create a nuisance, or in any way obstruct or interfere with the rights of others at the Airport, or injure or annoy them, or allow any sale by auction on the Leased Premises, or use or allow the
Leased Premises to be used for any improper, immoral, unlawful purpose, or any purpose which violates applicable Airport rules or regulations, or obstruct the streets, roads or common passageways, in front of, within, or adjacent to the Leased Premises or the Airport, or do or permit to be done anything in any way tending to injure the reputation of the City, or the appearance of the Airport.

Lessee agrees that the Leased Premises shall be used solely for airport-purposes.

**Subsection 4.01 - Restrictions on Use of Leased Premises.**

(A) Passenger Handling. Lessee shall not, except in case of an emergency whereupon Lessee shall provide immediate notice to City, use or allow others to use the Leased Premises in any manner in connection with the serving or handling of passengers into or out of the Airport, nor shall Lessee use or allow others to use the Leased Premises for passenger accommodations.

(B) Vending Machines & Public Phones. Coin operated amusement devices shall not be placed or used upon the Leased Premises without the written permission of the City. Public telephones will be permitted on the Leased Premises only subject to terms, fees, and conditions of an appropriate written permit issued therefor by the City. Lessee shall have the right to install, maintain and operate vending machines upon the Leased Premises for the purpose of providing and making available foods, beverages, and sundry items only to employees of Lessee or its tenants.

(C) Obstruction of Ingress & Egress. Lessee shall not obstruct ingress and egress to other facilities nor any easement in the Area in its use of the Leased Premises.

(D) Parking/Storage Outside Leased Premises. Lessee shall not use any Non-exclusive Leased Premises for the purpose of parking or storing business materials, vehicles, or equipment. In the event Lessor so permits, Lessee will be charged at daily common use rates per Section 3.06 contained herein for common use parking/storage.

(E) Ground Support Equipment (“GSE”) shall be parked/stored in an orderly manner that maximizes ground handling efficiency and ramp space use. Damaged, broken, leaking, dilapidated, or non-functioning GSE must be repaired to full functionality within seventy-two (72) hours or removed from the leased Premises at the expense of the Lessee unless otherwise agreed to in writing by City.

(F) All fuel, hydraulic, and other spills or leaks on the ramp in the Lessee’s Exclusive Leased Premises and/or the Non-exclusive Leased Premises caused by Lessee, agents, employees, contractors or subcontractors shall be cleaned, removed and remediated immediately upon discovery by the Lessee, notification by the other tenants or the City, at the Lessee’s expense in accordance with subsection 4.03.

(G) Traffic and operations. The leased premises and accompanying infrastructure are
designed primarily to facilitate air cargo. Therefore, the City reserves the right to review and restrict activities on the leased facilities which may negatively impinge upon the air cargo service. (i.e. Truck-to-Truck operations that displaces truck-to-air and air-to-truck operations)

In addition to the remedies reserved by City above, if after thirty (30) calendar days written notice from the City during which time Lessee may cure, Lessee fails to perform, or fails to cause its employees, agents, contractors or subcontractors to perform in accordance with any of the foregoing restrictions or requirements, then the City may, but shall not be obligated to perform such act, corrective measure of removal as City deems necessary under the circumstances, and Lessee shall pay the cost thereof to the City upon demand. City reserves the right to perform said measures at a charge of 150% of cost at Lessee's expense. Any unpaid amounts under this Subsection 4.01 shall bear interest at the rate of one and a half percent (1.5%) per month until paid in full.

**Subsection 4.02 - Storage Within Leased Premises.**

Throughout the Term, Lessee shall use cargo storage procedures and equipment to maximize use of space at the Premises and to most efficiently use the Premises for aeronautical storage purposes. Per Section 30 hereinafter, Lessee shall not sublet the space to any other tenant or third-party.

Lessee shall use all such equipment, including storage racks, cargo, containers, cranes, and associated cargo equipment (hereinafter, “Storage Equipment”) as it deems necessary to operate the Premises as an efficient aeronautical cargo facility, maximizing capacity and, subject to the reasonable phasing-in of the installation of Storage Equipment, to allow for the full and efficient utilization of the Premises at all times for said purpose. With respect to Storage Equipment, Lessee shall give the Landlord not less than one hundred eighty (180) days’ notice of the manufacturer and specifications of such Storage Equipment prior to the installation thereof, and shall submit to the Lessor a construction or tenant alteration application covering any installation and planned operation of Storage Equipment or construction work required in connection with any such Storage Equipment including, without limitation, any such work required for its attachment, connection to, or integration with any mechanical, electrical or other system or any structure at the Premises.

**Subsection 4.03 - Hazardous Materials.**

(A) Lessee, in conducting any activity on the Leased Premises, shall comply with all Environmental Laws, including but not limited to requirements regarding the generation, storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment and to facilities and structures.

(B) Lessee shall not cause or permit any Hazardous Materials to be generated, placed, held, stored, processed, treated, released or disposed of on or at the Leased Premises except (i) in the minimum amounts necessary for the operation of an air cargo facility, aircraft support facility or a catering facility, including Lessee’s equipment maintenance, and (ii) in full compliance with Environmental Laws.
(C) Lessee shall not cause and it shall prohibit any actual or threatened discharge, release, spill, or leak of any Hazardous Materials (including any Hazardous Materials present on the Leased Premises on the effective date hereof) to storm or sanitary sewer systems, surface water, groundwater, air or the Airport except in compliance with Environmental Laws.

(D) In the case of a discharge, release, spill, or leak of Hazardous Materials (including any Hazardous Materials present on the Leased Premises on the effective date hereof) as a result of the Lessee’s activities or that of any of its agents, employees, contractors or subcontractors, Lessee shall immediately notify the City in writing of the discharge, release, spill or leak, the proposed control and remediation response actions by Lessee, and any responses, notifications or actions taken by any federal, state or local agency with regard to such discharge, release, spill or leak. Lessee shall control and remediate all contaminated media to the extent required by Environmental Law at no expense to the City; provided that the City's approval of such actions, and the contractors to be used by the Lessee in connection therewith, shall first be obtained except where such prior approval would prevent Lessee from complying in a timely manner control or remediate such a discharge, release, spill, or leak of Hazardous Materials at, on, under, from or about the Leased Premises.

(E) Lessee shall make available for the City’s review and approval all documents and materials that Lessee prepares pursuant to any requirement under this Section. The City’s approval shall be required prior to Lessee submitting any such documents or materials to any governmental agency, except where such prior approval would prevent Lessee from complying in a timely manner with any requirement to file any notice or report regarding any release or threatened release of Hazardous Materials at, on, under or about the Leased Premises. Lessee shall provide the City copies of all such notices and reports of releases or threatened releases when they are filed with the appropriate governmental agency.

(F) At the City’s request, Lessee shall conduct testing and monitoring as is necessary to determine whether any Hazardous Materials (including any Hazardous Materials present on the Leased Premises on the effective date hereof) have entered storm or sanitary sewer systems, or the air, soil, groundwater, or surface water at, on, or under the Airport as a result of Lessee’s activities. Lessee shall provide copies of all results of such testing and monitoring to the City.

(G) Lessee hereby indemnifies the City from and against any breach by Lessee of the obligations stated in this Subsection 4.03, and agrees to defend and hold the City harmless from and against any and all loss, damage, cost liability, and/or expenses (including, without limitation, fines assessed against the Lessee, the City or others for whom the City may be responsible, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity on the Airport, damages arising from any adverse impact on leasing of space on the Airport, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the Term (as defined in Section 2 herein) as a result of such breach. This indemnification of the City by the Lessee also includes, without limitation, costs incurred in connection with any investigation of the site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or
political subdivision because of Hazardous Material present in the soil or ground water on or under the Airport which results from such a breach.

(H) As used herein, the term “Hazardous Material” means any hazardous or toxic substance, material, pollutant, or waste which is or becomes regulated by any state or local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (b) designated as a "hazardous substance" pursuant to Section 311 of the Federal water Pollution Control Act (33 U.S.C. § 1317), or (c) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6911 et seq. (42 U.S.C. § 903), or (d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601) and any rules or regulations promulgated pursuant to such statutes or any similar Environmental Laws.

(I) As used herein, the term “Environmental Laws” shall mean all federal, state and local statutes, laws, codes, rules, regulations, ordinances, orders, standards, permits, licenses or requirements (including consent decrees, judicial decisions and administrative orders), currently in force, as amended or re-authorized, pertaining to the protection, preservation, conservation, or regulation of the environment, or imposing requirements relating to public or employee health and safety, or protection of the environment including, without limitation, the FWPCA, RCRA, CERCLA, the Emergency Planning and Community Right to Know Act, 42 U.S.C. sec. 11001 et. seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. sec. 300F et seq., and the Occupational Safety and Health Act, 29 U.S.C. sec. 651 et seq., each as amended or re-authorized.

(J) The City and its employees, representatives and agents shall have access to the Leased Premises during reasonable hours and upon reasonable notice to the Lessee in order to conduct periodic environmental inspections and tests of Hazardous Material contamination on or at the Leased Premises. Such periodic environmental inspections shall not be performed in a manner which will unreasonably disrupt the operations of the Lessee.

Subsection 4.04 - Signs and Advertising. Lessee is hereby granted the right to install identification and directional signs on and about the Leased Premises, subject to prior written approval by the Department of Aviation’s division of Planning & Development (or such other department as the Aviation General Manager may, from time to time, direct) of their sizes, designs, texts, locations, specifications and characteristics of such identification and directional signs.

Subsection 4.05 – Staging Systems – Lessee shall conform to all truck staging/check-in system requirements which may be established by the Aviation General Manager. Failure to do so may be considered a default under the herein Agreement.
SECTION 5 - IMPROVEMENTS BY LESSEE:

Subsection 5.01 - General.
All development, construction, and use of improvements on the Leased Premises shall be in accord with the applicable provisions of the "The Design and Construction Guidelines for Tenant Construction and Modifications" for the Airport, a copy of which is on file in the Facilities Division of the Department of Aviation of the City (http://apps.atlanta-airport.com/engineeringguidelines/) and all applicable laws, regulations and ordinances.

Further, it shall be unlawful to construct, erect, or alter any airport tenant space or property without construction documents approved in advance by the Fire Chief or his designee for Fire Department accessibility, fire hydrant requirements, or Life Safety Code requirements. If Lessee's operations result in a higher fire rating requirement by applicable building codes or fire codes or laws or regulations than is served by the existing fire safety system, upgrades to the existing fire protection system shall be made by Lessee at no cost or expense to the City. Operations requiring such an upgrade to the fire protection system shall not be conducted on the Premises prior to completion of upgrade work. In accordance with fire prevention code, section 105.6.47 Fire Inspection and Operational Permit Fees, the Fire Chief of the Atlanta Fire Rescue Department or his designee is authorized to charge and collect fees, on a yearly, one time or location basis for the issuance of permits for activities including storing of certain materials that constitute fire hazards for which permits are required by the Fire Prevention Code.

Subsection 5.02 – Realty Improvements, Tenant Improvements, Equipment and Fixtures.
No improvements, including landscaping, shall be erected or placed on the Leased Premises, and no alterations (structural or non-structural) shall be made to the Leased Premises without prior written approval of the City's Aviation General Manager of such improvements or alterations; provided, however, that: (1) all such alterations or improvements shall be commenced only after plans and specifications therefore have been submitted to and approved in writing by the City's Aviation General Manager in full conformance with Article 13 of the "The Design and Construction Guidelines for Tenant Construction and Modifications" referred to in Subsection 5.01(C) above (2) realty or building improvements to be reimbursed by the City must have prior written approval by the Aviation General Manager. All other tenant improvements shall be accomplished without cost or expense to the City (3) no installations whether permanent or temporary may be attached to or installed on the roof without prior approval (4) no telecom or internet provider will be given access to the City’s main board without advance notice and approval of the City’s Aviation Department of Information Technology and (5) realty or building improvements should consider energy reduction, water reduction, emission reduction, or other adopted sustainability goals of the Department of Aviation details of which can be found on the City’s website (http://intranet/PnD/AssetManagementandSustainability/AMS%20Team%20Page/default.aspx).

Ownership and maintenance of all trade fixtures and any associated structural, electrical or other support infrastructure are the responsibility of the Lessee. Upon termination of the Lease, all trade fixtures must be removed and premises returned to a working condition, unless written approval is
given by the Aviation General Manager for a defined grace period to attempt to sell any trade fixtures to a subsequent lessee of Leased Premises.

The plans and specifications for such improvements and alterations shall be prepared by a licensed professional and mailed to the following official (or such other official as may be designated in writing by the Aviation General Manager from time to time) for approval on behalf of the City:

City of Atlanta  
Department of Aviation - Facilities Division  
ATTN: Assistant General Manager - Facilities  
P.O. Box 20509  
Atlanta, GA 30320

Phone (404) 530-6600 for instructions regarding delivery by hand or by courier or express service.

**Subsection 5.03 - Removal and Demolition.**
Lessee shall not remove or demolish, in whole or in part, any improvements upon the Leased Premises without the prior written consent of the Aviation General Manager who may, in his discretion, condition such consent upon the obligation of Lessee to replace the same by an improvement specified in such consent.

**SECTION 6 - RESPONSIBILITY FOR MAINTENANCE OF THE CARGO BUILDING AREA.**

**Section 6.01: General** - The City is responsible for the general maintenance of the structure to include the roof, exterior walls and utilities up to the meter. City and Tenant responsibilities are outlined in more detail in Exhibit C attached. These apply only to Systems & Equipment provided by the City. Any changes as a result of Tenant Modifications will become Tenant's responsibility.

The City, acting through its Aviation General Manager or his designated representative, may enter upon the Leased Premises, with the prior consent of Lessee, at such times as might be necessary to carry out its maintenance responsibilities hereunder. The City may accomplish its responsibility hereunder through arrangements with Lessee or others, in the City's sole discretion; provided that any such services provided by City on behalf of the Lessee shall be in accordance with a separate agreement between the City and Lessee.

**Section 6.02 - Lessee's Trade Fixtures.** Lessee is responsible for the maintenance of all existing trade fixtures, as well as any fixtures added by Lessee to the Leased Premises during the Term. Upon termination of the Lease, all existing trade fixtures that were accepted as working at the commencement of the Lease must be returned in working condition, unless otherwise approved in writing by the City. The City reserves the right not to replace any existing trade
fixtures in the event they are disabled, destroyed or otherwise rendered unusable during the Lease.

**Subsection 6.03 - Lessee’s Responsibility.** Lessee shall, throughout the Term and without cost or expense to the City, keep and maintain Lessee’s Exclusive Leased Premises and all improvements, landscaping, fixtures, and equipment, which may now or hereafter exist thereon, in good and sanitary order and repair and in good, safe, and presentable condition, consistent with the highest forms of business practices. If, after thirty (30) calendar days written notice from the City, during which period Lessee may cure, Lessee fails to maintain or repair or otherwise restore to good, safe, secure and sanitary condition Lessee’s Exclusive Leased Premises or any areas adjacent thereto, then the City may, but shall not be obligated to, enter upon the Leased Premises and perform such maintenance or repair, and Lessee shall pay the cost thereof to the City upon demand; provided, however, that if such repairs cannot be completed within said thirty-day period, then Lessee shall not be in default and the City may not exercise its option herein if Lessee has commenced repairs within said thirty-day period and diligently pursues same to completion. Any unpaid amounts under this Section 6 shall bear interest at the rate of one and a half percent (1.5%) per month until paid in full.

For all maintenance that is deemed to be the responsibility of the Lessee, Lessee must adhere to industry standard preventive maintenance schedules and provide written documentation via reports or receipts to the City’s Facilities Department on a regular basis. If preventive maintenance schedules are not adhered to properly, the City reserves the right to provide the necessary service at a charge of 150% of cost at Lessee’s expense. In addition, the City has the right at any time to inspect all tenant improvements that will ultimately revert back to the City at end of this Lease.

**Subsection 6.04 - City’s Responsibility.** In multi-tenant buildings as so designated on Exhibit C, the City shall assume responsibility for performance of routine maintenance and repairs in accordance with the provisions of said Exhibit C. The cost including but not limited to any common area utility charges, utility installation, landscaping, janitorial, pest control, trash removal, striping, lighting of common use areas and insurance coverage shall be paid by the various tenants by means of the Maintenance & Operation Charge (“M&O”) as defined in subsection 6.05 below and allocated among the various tenants as provided.

For all after-hours Emergency Maintenance requests, Lessee shall contact the Maintenance Dispatcher at 404-382-2028. For all Airside Operations Emergency requests, Lessee shall contact the Operations Dispatcher at 404-472-5957.

**Subsection 6.05 – Maintenance & Operation (“M&O”) Service Charge.** M&O will apply to Multi-Tenant buildings as designated on the attached Exhibit C. Single-Tenant occupancy as so designated on Exhibit C will not be subject to M&O, rather, said single-tenant shall be responsible for all of the operating and maintenance expenses within their leasehold with the exception of those repairs outlined in Section 6.01.
(a) Every July 1 during the term hereof, the City's cost for M&O calculation shall be based on the previous calendar year's actual expenses, and if necessary, M&O will be adjusted accordingly.

(b) The City's cost for operating and maintenance expenses shall be allocated and prorated equally among the tenants in the premises and charged at a rate per square foot of warehouse space plus office space (if any) in each tenant's leased premises with such rates to be computed by dividing the City's cost in each instance by the total number of square feet of warehouse and office space.

(c) For those Lessees with Ramp and Landside Pavement Rental included in their leasehold, a Fixed $.15 rate per square foot of ramp and landside pavement will be charged throughout the term of the Lease and may be subject to change.

Subsection 6.06 - The Initial M&O Charge Rate. M&O Charges at the commencement of the Term hereof are set forth on Exhibit B.

SECTION 7 - COMPLIANCE WITH LAWS AND REGULATIONS:

Subject to all applicable notice and cure periods provided herein, Lessee shall not at any time during the term hereof:

(A) Omit or fail to procure at the appropriate time any permit or license required by Applicable Law for any activities or operations on the Leased Premises, and shall not omit or fail to pay, before delinquent, any cost, charge or expense of any kind or nature required to be paid by Lessee hereunder; or

(B) Omit or fail to do anything or do or permit anything to be done on or about the Leased Premises, or bring or keep anything on the Leased Premises or in any improvement or facility erected thereon, which will in any way conflict with Applicable Law; or

(C) Create or suffer to be created a nuisance, or commit or suffer to be committed any waste in or upon the Leased Premises; or

(D) Use or allow the Leased Premises to be used for any immoral or unlawful purposes; or

(E) Commit or suffer to be committed in or on the Leased Premises any other act or thing which may unreasonably disturb the quiet enjoyment of any other tenant at the Airport.

(F) Fail to comply with Applicable Law.

(G) “Applicable Law” shall mean any law, ordinance, rule or regulation required to be kept and observed by the Lessee which is now in force or which may hereinafter be enacted
or promulgated by any public authority or government entity having jurisdiction over
the Leased Premises, including, without limitation, all state, federal, municipal and
local governments, departments, commissions and boards.

Subsection 7.01 - Airport Rules and Regulations. The occupancy and use by the Lessee
of the Leased Premises and the rights herein conferred upon Lessee shall be subject to such Airport
rules and regulations as are now or may hereafter be prescribed by the City through the lawful exercise
of its powers.

SECTION 8 - ABANDONMENT:

Lessee shall not vacate nor abandon the Leased Premises at any time during the Term, and if
the Lessee shall abandon, vacate, or surrender the Leased Premises or be dispossessed by operation
of law or otherwise, any personal property belonging to Lessee and left upon the Leased Premises
and any or all of Lessee's improvements and facilities thereon shall, at the option of the City, be
deemed to be abandoned by Lessee and shall, at the option of the City, become the property of the
City.

SECTION 9 - LIENS:

Lessee shall keep the Leased Premises and all improvements thereon free from any and all liens
arising out of any work performed, materials furnished or obligations incurred (except as provided in
Section 28 hereof) by Lessee, Lessee's employees, agents, or contractors.

However, if any mechanic’s or material man’s lien shall at any time be filed against the Leased
Premises or any part hereof, Lessee shall be entitled to contest such lien provided that, within sixty
(60) days after notice of the filing hereof, Lessee shall cause the same to be discharged of record by
payment, deposit, bond, order of a court of competent jurisdiction or otherwise, or shall deposit with
the City such security as the City may find satisfactory to cover said lien. Lessee shall save the City
harmless from any such liens (including any lien created pursuant to Section 24 hereof) and shall pay
to the City, upon demand, the cost of discharging such liens (other than those which may have been
created pursuant to Section 24 hereof) with interest at the rate of seven (7%) percent per annum to
the date of such discharge, together with reasonable attorney's fees in connection with the settlement,
trial, or appeal of any such lien matter. It is understood, however, that Lessee may pay any such liens
under protest and, without liability, cost or expense to the City, may in good faith, contest the validity
or amount thereof.

Further, Lessee shall not encumber in any way, Lessee’s interest in the Leased Premises or in
improvements thereon, without prior written consent of the Aviation General Manager. (See also,
Section 24).
SECTION 10 - TAXES:

Lessee shall pay or cause to be paid, prior to delinquency, any lawful taxes, and any assessments levied or assessed during the Term hereof on: (a) the Exclusive Leased Premises; (b) all property interests hereunder or in the Exclusive Leased Premises; (c) any improvements, fixtures and equipment now or hereafter existing on the Exclusive Leased Premises; and (d) any personal property on, in or about any buildings or improvements on the Exclusive Leased Premises. It is understood, however, that Lessee may pay any such taxes and assessments under protest, and, without liability, cost or expense to the City, may, in good faith, contest the validity or amount thereof.

SECTION 11 - UTILITIES:

Subsection 11.01 - Utility Services. The City or others have brought, or will cause to be brought, electrical, gas, telephone, sewer and water lines to the centralized utility distribution point. Subject to applicable ordinances and regulations, Lessee may, at its expense, connect to said utilities at the points where same have been brought to the centralized utility distribution point and Lessee shall thereafter pay for, maintain, repair, and replace all such utilities to and including the points of such connection.

Subsection 11.02 - Waiver of Damages. Lessee hereby expressly waives and releases the City from any and all claims for damages arising or resulting from failures or interruptions of utility services furnished by the City or others, including but not limited to electricity, gas, water, plumbing, sewage, telephone, or communications, provided that such failures or interruptions were not occasioned by the City's fault or neglect. In any event, the City shall restore promptly any of such services which are provided by the City when the cause of the interruption has been removed.

Subsection 11.03 - Utility Charges. Lessee shall pay utility charges for the Building as part of the allocated M&O Charge in accord with Section 6, including, but not limited to storm water fees and general maintenance and contract for and pay all allocated charges for utility services separately metered to the Leased Premises.

SECTION 12 - TRASH AND REFUSE:

Subsection 12.01 - Removal and Disposal. It is hereby expressly stipulated that the quick and efficient removal and disposal of trash, clippings, refuse, garbage, and other debris from the Leased Premises is essential, and Lessee shall arrange for such removal and disposal of same at Lessee's cost and at no cost or expense to the City and in accordance with Applicable Law.

Subsection 12.02 - Storage Containers. Trash, clippings, refuse, garbage, and other debris shall be stored in closed containers suitably screened and protected from public view, pending their removal and disposal, and such storage shall not generate odors, attract rodents or insects, or become offensive in any manner. If Lessee decides to obtain its own receptacle for non-office trash, the
Subsection 12.03 – Foreign Object Debris. The storage area must be kept neat and clean at all times and free of Foreign Object Debris (FOD). Lessee shall promptly and properly remove and dispose of all FOD on Airside Ramp Aprons.

Subsection 12.04 - Deleterious Wastes. Lessee shall obey any and all Applicable Law, procedures, standards, and regulations of Federal, State, County, and City authorities regarding petroleum products and other deleterious wastes, including but not limited to regulations regarding entrance of those products into the sewage and storm water drainage systems serving the Airport and the required treatment of those products. In the event that Lessee violates this provision and/or the City is required by any federal or state agency having jurisdiction in such matters to pay a fine or other penalty or incur other costs due to the failure of Lessee to comply with this Subsection, then, in such event, Lessee shall reimburse the City the full amount of such fine or penalty and/or costs promptly upon receipt of invoice therefore from the City and, in addition, the provisions set forth in Subsection 4.03 above regarding Lessee's obligations to the City, shall apply. For purposes of this Subsection 12.04, deleterious wastes shall not include materials which are deemed Hazardous Materials, as set forth in Subsection 4.03 above.

Subsection 12.05 – City’s Right to Perform. In addition to the remedies reserved by City above, if after thirty (30) calendar days written notice from the City, during which period Lessee may cure, Lessee fails to perform, or fails to cause its employees, agents, contractors or subcontractors to perform in accordance with any of the restrictions or requirements set forth in Subsections 12.01 through 12.04 above, then the City may, but shall not be obligated to perform such act, take corrective measures for the removal as City deems necessary under the circumstances, and Lessee shall pay a charge of 150% of the cost thereof to the City upon demand. Any unpaid amounts under this Section 12 shall bear interest at the rate of one and a half percent (1.5%) per month until paid in full.

SECTION 13 - DAMAGE OR DESTRUCTION OF THE LEASED PREMISES:

Damage to the Exclusive Leased Premises. In the event that any part of the Exclusive Leased Premises hereunder is partially or completely damaged or destroyed as to make such part untenantable or practically unusable for the purposes provided for hereunder, or if any part of the Exclusive Leased Premises hereunder are rendered practically unusable for the purpose for which it...
was formerly used because of damage to other portions of the Exclusive Leased Premises, then the Lessee shall provide written notice to the City within five (5) days of the date of damage or destruction. The City shall review the cause and extent of damage to the Exclusive Leased Premises and respond within thirty (45) days of Lessee’s written notice on whether the City intends to repair the Exclusive Leased Premises with City’s and Lessee’s insurance proceeds or if the City will require the Lessee to repair the Exclusive Leased Premises with same insurance proceeds. In either case, the repair of the Exclusive Leased Premises shall be completed as expeditiously as possible, and both the City and the Lessee shall make every temporary provision as reasonably practical for Lessee to continue to operate in any such part of the Exclusive Leased Premises or other available cargo area during the period of reconstruction.

SECTION 14 - BONDS:

Lessee shall, at no expense to the City, cause to be made, executed, and delivered to the City, bonds as follows:

(a) Prior to commencement of any construction or alterations upon the Leased Premises involving an expenditure of more than $20,000.00, a corporate surety bond in a sum of not less than 100% of the estimated cost of construction, guaranteeing the faithful performance and the completion of such construction, all in accord with final plans and detailed specifications to be approved in advance by the Aviation General Manager. Said bond shall guarantee the City against any losses and liability, damages, and expenses (including reasonable attorneys’ fees), claims, and judgments caused by or resulting from any failure of Lessee or Lessee's contractors to perform fully and faithfully the work in question within the time period herein provided for completion.

(b) Prior to the commencement of any construction work upon the Leased Premises involving an expenditure of more than $20,000.00, a corporate surety bond, with Lessee's contractor(s) as principal, in a sum equal to not less than 100% of the amount of the contract for the completion of such work, guaranteeing the payment of wages for services engaged and of bills for materials supplied and equipment used in the performance of the work, and protecting the City from any liability (including reasonable attorney's fees), and loss or damage arising therefrom. In the event that Lessee initially furnishes such bonds and hereafter obtains from its contractor(s) such bonds in like amount which are satisfactory to the City, and which provide the same protection as aforesaid, the City, upon application by Lessee's principal and surety under such bonds, shall release Lessee from and consent to the cancellation of the bond(s) originally furnished by Lessee under this Section 15; it being expressly stipulated that nothing herein contained shall prevent Lessee's compliance with the provisions of this Section 15 by initially obtaining such bond(s) from its contractor(s) prior to the commencement of any construction hereunder.

SECTION 15 - INSPECTION OF THE LEASED PREMISES:

The City or its duly authorized representative may enter upon the Leased Premises, upon reasonable notice, and at all reasonable times during the Term hereof for the purpose of determining whether or not Lessee is complying with the terms and conditions hereof or for any other purpose incidental to the rights of the City. No prior notice shall be required in the event of an emergency threatening the...
public safety or welfare, provided the appropriate governmental agency or agencies are responding to such threat.

SECTION 16 – STATISTICAL REPORTING OF CARGO DATA:

Lessee shall provide a monthly report of export and import cargo activity to the City, in a format and media provided by the City, for the previous month expressed in metric tons of cargo. Said report shall be provided no later than the tenth (10th) of the following month.

SECTION 17 - TITLE:

During the Term, upon completion of any improvements placed on the Leased Premises by Lessee, title shall remain with the Lessee until the expiration or early termination of the Lease when City shall have the option of: (i) taking title to such improvements in which case title shall pass to and be vested in the City or (ii) causing Lessee to remove such improvements and restore Leased Premises to the same condition as existed prior to the installation thereof. In the event the City elects (i), then Lessee agrees to take any and all steps necessary to transfer title of any such improvements as may be required to effectuate such subsection. In the event the City elects (ii), and Lessee does not comply with the City’s direction (to remove improvements and restore the Premises) Lessee shall be responsible for refunding all expenses incurred by the City as is necessary to remove such improvements and restore Leased Premises to the same condition as existed prior to the installation thereof.

SECTION 18 - EVENTS OF DEFAULT BY THE LESSEE:

Each of the following events shall constitute an "event of default" by Lessee; provided, however, that Lessee shall have not less than thirty (30) days except in the case of subparagraph (d), sixty (60) days or in the case of subparagraph (e), immediately, after receipt of written notice from the City of any such event of default by Lessee to cure or obviate same. Any Lessee deemed to be in default is subject to the immediate revocation of their security badge privileges

(a) Lessee's failure to pay the rent, additional rent and/or ancillary charges including but not limited to landing fees, gate use fees, ramp use fees, security fees and fuel, if any, herein provided at the time herein fixed for the payment thereof.

(b) Lessee's failure to pay any lawful tax or assessments agreed to be paid by the Lessee in Section 10 of this Lease in accordance with the terms of said Section.

(c) Lessee's failure to keep, perform, or observe any term, covenant, or condition of this Lease agreed to be kept, performed, or observed by Lessee; provided, however that if such failure cannot reasonably be cured within thirty (30) days, Lessee shall not be
deemed to be in default hereunder if Lessee has commenced its cure within the initial thirty (30) day notice period and is diligently completing same immediately thereafter.

(d) Lessee's filing of a voluntary petition in bankruptcy or the assignment of all or substantially all of the Lessee's assets for the benefit of Lessee's creditors or the institution of proceedings in bankruptcy against Lessee or the appointment of a receiver of the assets of Lessee; provided, however, that if such proceedings or appointments are involuntary, then they shall not be considered an event of default by Lessee unless Lessee fails to procure a dismissal thereof within sixty (60) days after institution of such involuntary bankruptcy proceedings or appointment of such receiver.

(e) Lessee’s violations related to Insurance, Security or Safety. If failure cannot be cured immediately upon notice from the City, Lessee shall be deemed to be in default and subject to rescinding of security badge privileges.

Notwithstanding the provisions of Subsections 19(a) and 19(b) above, for any failure to perform of a monetary nature on the part of Lessee, Lessee shall be entitled to no more than a total of three (3) such notices during any twelve (12) month period of this Lease, whether any of such notices shall have been for failure to perform under either of Subsections 19(a) or 19(b) above, and the fourth occasion of Lessee’s failure to perform a monetary obligation hereunder shall be deemed to be an event of default hereunder without further notice.

SECTION 19 - RESULTS OF THE LESSEE’S DEFAULT:

Subsection 19.01 - Rescission of Security Badge Privileges

Authorization to possess identification badges and entry may be terminated under any of the following conditions:

A. When Lessee ceases operations at the Premises; or
B. If any of the terms, conditions or other requirements contained herein are violated in whole or in part.

Subsection 19.02 - Termination by the City. Upon the event of a default, (subject to the provisions of Section 19 above) the City shall have the right to terminate this Lease.

Subsection 19.03 - Other Rights and Remedies of the City. Upon the failure of Lessee to cure or obviate an event of default by Lessee within the time periods specified hereinabove, the City shall have, in addition to the rights or remedies set forth hereinabove, the immediate right of re-entry and may remove all persons and property from the Leased Premises and store the property in a public warehouse or elsewhere at the cost of and for the account of Lessee. Should City elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided by law, it may either terminate this Lease or re-let the Leased Premises or any part thereof and any improvements thereon, without terminating this Lease, for such term or terms
(which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as the City, in its sole discretion, may deem advisable, with the right to make alterations or repairs to the improvements or to the Leased Premises. Upon such re-letting, the City shall have the following options:

(a) Lessee may be required to pay the City, in addition to any indebtedness other than rent due hereunder, the cost and expense of such re-letting and of such alterations or repairs due to Lessee's fault or negligence incurred by the City, and the amounts (if any) by which the rent reserved in this Lease for the period of such re-letting (up to but not beyond the term of this Lease) exceeds the amount agreed to be paid as rent for the Leased Premises during the period of such re-letting. Lessee agrees to pay/reimburse the City for all costs of collection, including but not limited to reasonable attorney's fees, in the event of default occurring by Lessee's non-payment of rents, fees, and charges as stated herein; or

(b) The rent received by the City from such re-letting may be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to the City, second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs, third, to the payment of rent due and unpaid hereunder, and the residue (if any) shall be held by the City and applied to the payment of future rent as the same may become due and payable hereunder. If Lessee is ever credited with any rent in excess of the rent received by the City from such re-letting under option (a), then Lessee shall promptly refund such excess to the City. If the rental due the City under such re-letting under option (b) is ever less than that due the City from Lessee hereunder, then Lessee shall promptly pay any such deficiency to the City. Such deficiency shall be calculated and paid monthly.

No such re-entry or taking possession of the Leased Premises and any improvements thereon by the City shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall have been given to Lessee. Notwithstanding any such re-letting without termination, the City may elect at any time thereafter to terminate this Lease for any breach, in addition to any other remedy it may have, and in such event, Lessee's interest in any and all buildings and improvements on the Leased Premises shall, at the option of the City, automatically pass to the City and the City may recover from Lessee all damages it may incur by reason of such breach, including the excess, if any, of rent (and charges equivalent to rent) at the time of such termination that is reserved to the City in this Lease for the remainder of the term, all of which amount shall be immediately due and payable from Lessee to the City.

SECTION 20 - TERMINATION BY LESSEE:

Lessee may cancel this Lease at any time if:

(a) The Federal Aviation Administration (the “FAA”) or other proper Federal Agency shall restrict the use of the Airport in such a manner as to bar the use of same by Lessee for its business operations.
(b) An order is issued by any Court of competent jurisdiction restricting the use of the Airport in such a manner as to interfere with the use of same by Lessee for its business operations.

(c) The airfield shall be closed by lawful authority restricting the use of the Airport in such a manner as to interfere with the use of the same by Lessee for its business operations.

SECTION 21 - RIGHTS UPON TERMINATION:

If Lessee is not in default hereunder, Lessee shall have the right to remove during the Term hereof all trade fixtures which Lessee may have placed upon the Leased Premises; provided, however, that upon said removal, Lessee shall repair, at Lessee's own expense, any damage resulting therefrom and leave the Leased Premises in a clean and neat condition. The City shall provide fair compensation for investment in capital equipment and improvements that have not yet amortized according to the agreement reached between the tenant and the Lessee.

SECTION 22 - NON-WAIVER OF DEFAULTS:

The waiver by either party of any breach by the other party hereto of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Lease. No term, covenant, or condition hereof can be waived except by written consent of the City or Lessee and forbearance or indulgence by the City or Lessee, in any regard whatsoever, shall not constitute a waiver of the term, covenant, condition to be performed by the City or Lessee to which the same may apply. Until complete performance by the City or Lessee of the term, covenant, or condition, the City or Lessee shall be entitled to invoke any remedy available to it hereunder by law, despite such forbearance or indulgence.

SECTION 23 - LESSEE'S ENCUMBRANCES:

Lessee shall not encumber Lessee's interest in the Leased Premises or in any improvements Lessee places thereon by mortgage, deed of trust, or other instrument without prior written consent of the Aviation General Manager.

SECTION 24 – USUFRUCT:

It is the purpose and intent of the City and Lessee to create under the terms of this Lease a landlord-tenant relationship and no estate for years or other estate shall pass to Lessee. Lessee possesses under this Lease a usufruct to use the Lease Premises, subject to the terms and conditions contained in this Lease.

SECTION 25 - HOLDING OVER:
Should Lessee with permission of the City’s Aviation General Manager hold over said Leased Premises after this Lease has terminated in any manner, during such holding over Lessee shall be deemed merely a tenant at sufferance and at a reasonable rental to be fixed by City, payable in advance, but otherwise on the same terms and conditions as herein provided.

SECTION 26 - REDELIBERATION OF PREMISES:

Lessee shall, upon expiration or termination of this Lease in any manner, quit and deliver up the Leased Premises to the City peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by Lessee or the City, reasonable wear and tear thereof excepted.

SECTION 27 - CITY’S LIEN:

If Lessee is in default under any covenant, term, or provision of this Lease or has abandoned the Leased Premises, in addition to the rights granted to the City under Section 9 hereof, Lessee hereby grants to the City a lien upon any improvements, personal property, and trade fixtures of Lessee upon the Leased Premises, which lien the City may satisfy by selling said improvements, personal property, or trade fixtures at public sale without notice to the Lessee and from the proceeds of sale satisfy first any costs of removal, storage, and sale, and any other debts due from Lessee to the City, and second satisfy the total amount of unpaid rent due hereunder and hold any remaining balance for the account of Lessee.

SECTION 28 - QUIET ENJOYMENT:

Lessee, upon payment of the Rental to be paid by Lessee under the terms of this Lease and upon observing and keeping all of the covenants, terms, and provisions of this Lease shall lawfully and quietly hold, occupy, and enjoy the use of the Leased Premises during the term of this Lease.

SECTION 29 - LIMITATIONS ON ASSIGNMENT, TRANSFER, AND SUBLetting:

Lessee shall not sell, assign, transfer or encumber its interest in this Lease or any other right, privilege or license conferred by this Lease either in whole or in part, without the prior written consent of the City. No assignee, for the benefit of the Lessee’s creditors, and no trustee, receiver, or referees in bankruptcy shall acquire any rights under this Lease by virtue of this paragraph. The Lessee shall not sublet the Lease Premises or any portion thereof, nor shall the Lessee license, or otherwise alienate any rights or privileges granted with respect to the operation of said Lease premises or any portion thereof, without the prior written consent of the Aviation General Manager. The City shall have the right to determine any rental, fees or charge rate at the time of any assignment or sublease. However, this Agreement may be assigned by Lessee without such consent to any successors-in-interest of Lessee with or into which Airline may merge or consolidate or which may succeed to the assets of Lessee or a major portion thereof related to its air transportation business with prior written notice to City.
**SECTION 30 - WAIVERS:**

No waiver by either party hereto at any time of any of the terms, conditions, covenants, or provisions of this Lease, or noncompliance therewith, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or provision herein contained, nor of the strict and prompt performance thereof by either party. No delay, failure, or omission of the City to re-enter the Leased Premises or to exercise any right, power, privilege, option, or remedy arising from any default, and no subsequent acceptance of rentals then or thereafter accrued, shall impair any such right, power, privilege, option, or remedy, or be construed to be a waiver of any default or acquiescence therein. No right, power, privilege, option, or remedy of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is expressly stipulated that each and all of the rights, powers, privileges, options, or remedies given to the City or Lessee by this Lease are cumulative and no one of them shall be exclusive of the others or exclusive of any remedies provided by law, and that the exercise of one right, power, privilege, option, or remedy by the City or Lessee shall not impair the right to any other right, power, privilege, option, or remedy.

**SECTION 31 - AGENT FOR SERVICE OF PROCESS:**

If Lessee is not a resident of the State of Georgia, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Lessee shall register with the Secretary of State of the State of Georgia, as a foreign corporation, and Lessee hereby designates

Name: ___________________________
Address: ___________________________
City: Atlanta  State: GA  Zip: __________

as its agent for the purpose of accepting service of process issued by any court in the State of Georgia for any breach or default of the terms, conditions, covenants, or provisions of this Lease, and service shall be made as provided by the laws of the State of Georgia for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason such service of process is not possible, and as an alternative method of service of process, then Lessee may be personally served with such process out of the State of Georgia by the registered mailing of such Complaint and process to the Lessee at the address set out hereafter in this Lease, and that such service shall constitute valid service upon Lessee as of the date of mailing, and Lessee shall have thirty (30) days from the date of mailing to respond thereto. It is further expressly agreed that Lessee is amenable to the process so served, submits to the jurisdiction, and waives any and all obligations and protest, any laws to the contrary notwithstanding.

**SECTION 32 - WAIVER OF CLAIMS:**

Lessee hereby waives any claims against the City and its elected officials, officers, agents, or employees for loss of anticipated profits caused by any suit or proceedings, directly or indirectly,
attacking the validity of this Lease or any part hereof, or by any judgment or award in any suit or proceedings declaring this Lease null, void, voidable, or delaying the same, or any part hereof, from being carried out.

SECTION 33 - SAFETY AND SECURITY ARRANGEMENTS:

City shall provide, or cause to be provided, during the Term, all proper and appropriate public fire and police protection similar to that afforded to other tenants at the Airport, and it will issue and enforce rules and regulations with respect thereto for portions of the Airport. Lessee shall have the right, but not the obligation, to provide such additional or supplemental public protection as it may desire, but such right, whether or not exercised by Lessee, shall not in any way be construed to limit or reduce the obligation of the City hereunder with respect to safety and security on the Airport.

Licensee must meet Life Safety Code requirements and obtain premises approval from the governing Fire Department prior to occupancy. Licensee shall be responsible for meeting any and all requirements required by said Fire Department prior to occupancy.

Lessee shall comply, at its own expense, with all safety and security requirements applicable to its use of the Leased Premises, including but not limited to with requirements imposed by the Transportation Security Administration (“TSA”), U.S. Department of Homeland Security (“DHS”), and the City’s security requirements for the Airport including, but not limited to its Airport Security Plan and its employee security training and badging program. The Lessee shall cooperate with the TSA, DHS, any local law enforcement personnel and the City on all security matters and shall promptly comply with any project security arrangements established by the City. Compliance with such security requirements shall not relieve the Lessee of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the Lessee’s obligations with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Leased Premises and Airport. To comply with current TSA requirements, Lessee hereby agrees to execute an Exclusive Area Agreement with the City. Lessee accepts security responsibility to prevent unauthorized access to the premises and to the secured area. Lessee shall provide barriers, warning signs, designated walkways and other safeguards where pedestrians are exposed to the risk of collision.

SECTION 34 - PUBLIC USE AND FEDERAL GRANTS:

Subsection 34.01 - Grant Agreements. The Leased Premises and the Airport 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 the City and the United States of America, as amended

Subsection 34.02 - Non-exclusive Rights. Nothing contained in this Lease 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.
Subsection 34.03 - Right to Develop the Airport. The City hereby reserves the right to further develop and improve the Airport and all roadways, parking areas, terminal facilities, landing areas, aircraft parking, taxi lanes and taxiways, as it may deem necessary and desirable in order to serve the best interests of the City and the traveling public, regardless of the desires or views of Lessee and without interference or hindrance by the Lessee. If development or improvement of the Airport, roadways, parking areas, terminal facilities, landing areas, aircraft parking, taxi lanes or taxiways causes the requirement for use and mandates that Lessee vacate the Leased premises, the City shall have the right to terminate the Lease pursuant to Section 2.03 and Section 21 of this Lease.

Immediately upon such termination, all land and facilities rentals accruing to the City by virtue of this Lease shall cease. The City shall use reasonable efforts to identify a replacement site for the development anticipated herein as it may exist at the time of vacating. However, nothing contained herein shall require the City to make any identifiable site so available or to make extensive preparations to any identified site. The appropriateness and availability of any site on the Airport shall be at the sole determination of the City.

Subsection 34.04 - Subordination of Lease. This Lease shall be subordinate to the provisions of any existing or future agreements between Airport and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Airport of Federal funds for the development of the airport (“Grant Assurances”). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates such Grant Assurances, Airport has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

Subsection 34.05 - Federal Non-Discrimination Covenant.

A. General. In the use and occupation of the Airport, Lessee shall not unlawfully discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap.

B. Civil/Human Rights Laws. In its operations at the Airport and in its use of the Airport, Lessee shall not, on the grounds of race, color, religion, sex, national origin or ancestry, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Federal Aviation Regulations, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and Section 15-17 of the City's Code of Ordinances. Without limiting the generality of the foregoing, Lessee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, or age. Lessee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Lessee agrees to post, in conspicuous places
available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

C. **USDOT Requirements.** Lessee, for itself, its successors in interest, and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that, in the event improvements are constructed, maintained, or otherwise operated on the Airport for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall maintain and operate such improvements and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21 (Non-discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended.

Lessee, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said improvements; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, or age, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to unlawful discrimination; (3) that Lessee shall use the Airport facilities in compliance with all other requirements imposed by, or pursuant to, 49 CFR, Part 21 (Non-discrimination in Federally Assisted Programs of the Department of Transportation), as said regulations may be amended; and (4) Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, Non-discrimination Airport in Aid Program, to ensure that no person shall on the grounds of race, color, religion, national origin or ancestry, sex, age, or physical or mental handicap be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E, or such employment activities covered in Section 15-17 of the City's Code of Ordinances. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Section 14.03. Lessee assures that it will require that any covered sub-organization similarly will undertake affirmative action programs and that the sub-organization will require assurance from the sub-organization's sub-organization, as required by 14 CFR, Part 152, Subpart E, to the same effect.

In the event of breach of any of the above discrimination covenants, the City shall have the right to terminate this Lease and to re-enter and repossess said land, the facilities thereon, and hold the same as if this Lease had never been made or issued.

**Subsection 34.06 - Reserved**

**SECTION 35 - CITY’S EEO ORDINANCE AND CERTIFICATION OF NON-DISCRIMINATION COVENANT.**
Subsection 35.01. City's EEO Ordinance.

Statement of Non-Discrimination

During the performance of this Lease, Lessee agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances of the City of Atlanta, Georgia, as amended.

Subsection 35.02. Equal Business Opportunity and Disadvantaged Business Enterprises

During the performance of this Lease, Lessee agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1441 through 2-1480 of the Code of Ordinances of the City of Atlanta, Georgia, as amended and/or with the USDOT regulations related to disadvantaged business enterprises located at 49 C.F.R. Part 23, as appropriate, and with all implementing laws, regulations, rules, guidelines and policies in regard thereto and all standards and requirements.

SECTION 36 – CONSENT NOT TO BE UNREASONABLY WITHHELD:

During the term of this Lease, whenever the City shall be obligated or requested to provide consent or approval such consent or approval shall be provided by the City’s Aviation General Manager. Whenever any consent or approval is required hereunder by either party from the other such consent shall not be unreasonably withheld, nor shall it be delayed for an unreasonable period of time.

SECTION 37 - PREVENTION OF TRESPASS; PAYMENT OF FINES FOR VIOLATION OF FEDERAL REGULATIONS:

Lessee shall be responsible for preventing unauthorized persons from gaining access to the restricted areas of the Airport through the Leased Premises, and in the event that the FAA, the Transportation Security Administration (the “TSA”), their respective successors, or other government entity with jurisdiction over or at the Airport imposes a fine on the City as a result of the violation of security regulations, including but not limited to unauthorized runway crossings by employees, agents, guests, or invitees of Lessee or by any other person who gains access to the restricted areas of the Airport by means of the Leased Premises, then in such event Lessee shall promptly reimburse the City the amount of such fines immediately upon receipt of invoice therefor from the City.

SECTION 38 - NOTICES:

All notices to be given hereunder shall be in writing and shall be deemed to have been given when deposited in the United States mail, postage prepaid, certified or registered, addressed as follows (or
to such other address as from time to time may be designated by either party by written notice to the other party):

(A) City: City of Atlanta - Department of Aviation  
P.O. Box 20509  
Atlanta, GA 30320-2509  
ATTN: Properties & Airline Affairs

(B) Lessee: ____________________  
____________________  
____________________

SECTION 39 - RELATIONSHIP BETWEEN THE PARTIES:

The City is neither in joint venture with nor a partner or associate of Lessee with respect to any matter provided for in this Lease. Nothing herein contained shall be construed to create any such relationship between the parties or to subject the City to any obligation of Lessee whatsoever.

SECTION 40 - TIME OF THE ESSENCE:

Time is expressed to be of the essence of this Lease.

SECTION 41 - LEASE MADE IN GEORGIA:

This Lease has been made in and shall be construed in accordance with the laws of the State of Georgia. All duties, obligations, and liability of the City and Lessee are expressly set forth herein, and this Lease can be amended only in writing and agreed to by both parties.

SECTION 42 - SURRENDER AND MERGER:

The voluntary or other surrender or termination of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the City, terminate all or any existing subleases or sub tenancies applicable to the Leased Premises or may, at the option of the City, operate as an assignment to the City of all such subleases or sub tenancies.

SECTION 43 - SUCCESSORS AND ASSIGNS:

Subject to the terms and conditions of Section 30 hereof, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.
SECTION 44 - HEADINGS:

The headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provisions of this Lease.

SECTION 45 – SEVERABILITY:

If any provision of this Lease or the application thereof to any person or circumstances shall become invalid or unenforceable to any extent, such provision shall be struck and severed and the remainder of this Lease shall not be affected and shall continue to be enforceable to the greatest extent of the law. Each covenant and agreement contained in this Lease shall be construed to be a separate and independent covenant and agreement and the breach of any such covenant or agreement by the City shall not discharge or relieve Lessee from Lessee’s obligation to perform each and every covenant and agreement of this Lease to be performed by Lessee.

SECTION 46 – ENTIRE AGREEMENT:

It is expressly agreed by the City and Lessee that this Lease is the entire agreement of the City and Lessee. All written or oral representations, warranties, understandings, stipulations, agreements, promises or discussions prior to or simultaneous to this Lease are merged and incorporated into this Lease and cannot be relied upon by either party, except to the extent of any rights or obligations which have accrued as of the effective date of this Lease.

SECTION 47 – CUMULATIVE RIGHTS:

Each right and remedy of the City provided for in this Lease, now or hereafter existing at law, in equity or by statute or otherwise, shall be cumulative and concurrent, and the exercise or beginning of the exercise of any one or more of such rights or remedies shall not preclude the exercise of that right or remedy in the future or the exercise of any other right or remedy at any time.

SECTION 48 – FORCE MAJEURE:

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

**SECTION 49 – REAL ESTATE BROKERAGE COMMISSION:**

Each of the City and Lessee represent and warrant to and indemnify the other that it has dealt with no real estate broker who would be entitled to be paid a commission or other fee in connection with the transaction which is the subject of this Lease.

**SECTION 50 – PROHIBITION ON KICKBACKS AND GRATUITIES:**

As required by Section 2-1484(d) of Chapter 2, Code of Ordinances of the City of Atlanta, Lessee hereby acknowledges the following prohibitions on kickbacks and gratuities: It is unethical for any person, including Lessee, to offer, give or agree to give any employee or former employee of City 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 or leasing 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 lease, contract, sublease or subcontract or to any solicitation or proposal therefor. It is unethical for any employee or former employee of City to solicit, demand, accept or agree to accept from another person, including Lessee, 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 lease, contract, sublease 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 or to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**SECTION 51 – INDEMNIFICATION**

LESSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES (THE “INDEMNITEES”) FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME, OR DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF LESSEE'S FAILURE TO COMPLY WITH APPLICABLE LAW OR ON ACCOUNT OF ANY INJURY OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON OR PROPERTY AS A RESULT OF THE LESSEE'S CONDUCT OF ANY ACTIVITY OR OPERATION ON OR IN CONNECTION WITH THE LEASED PREMISES. LESSEE SHALL PAY ANY JUDGMENT, TOGETHER WITH COSTS, WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES AS THE RESULT OF SUCH
INJURY OR DAMAGE, OR FAILURE TO COMPLY WITH APPLICABLE REGULATIONS. It is agreed that this indemnity provision shall not apply to (and Lessee shall not be required to release, indemnify, hold harmless or defend any indemnitee with respect to) any suits, actions, claims, or damages of any character arising from the sole negligence, fault or willful misconduct of any indemnitee, and in the event of joint and concurring negligence of Lessee and any indemnitee, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the state of Georgia without waiving any defenses of the parties under Georgia law.

SECTION 52 – COUNTERPART PROVISIONS

The parties may execute this document in counterparts, each of which constitutes an original, and all of which taken together, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile, electronic mail or portable document format (i.e., .pdf) is as effective as executing and delivering this document in the presence of the other parties hereto. Any party delivering an executed counterpart of this document by facsimile, electronic mail or portable document format (i.e., .pdf) shall also deliver a manually executed original counterpart of this document, but the failure to do so does not affect the validity, enforceability, or binding effect of this document.

SECTION 53 – ADDENDUM

Any Addendum annexed hereto is hereby incorporated herein by this reference. If there is any conflict between the terms and conditions of the Lease and the terms and conditions of the Addendum, the terms and conditions of the Addendum shall control.

________________________  __________________
Tenant Initials          Date  

[INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials or officers, to be attested, as of the day and year first above written.

SERVICE PROVIDER:
__________________________________
By:
Name: ____________________________
Title: ____________________________

ATTEST:
By: ____________________________
Name: ____________________________
Title: Secretary/Assistant Secretary (SEAL)

CITY: ATTEST:

___________________________ ____________________________
Mayor Municipal Clerk (SEAL)

APPROVED: APPROVED:

___________________________ ____________________________
Chief Procurement Officer Aviation General Manager

APPROVED AS TO FORM:
___________________________
Senior Assistant City Attorney
EXHIBIT A
SCOPE OF SERVICES
EXHIBIT A: Scope of Services

The scope of services (SOS), is for a company to lease and operate a cargo warehouse and provide cargo handling, port clearance, custodial and logistics services, covering air cargo commodities on Hartsfield-Jackson Atlanta International Airport. Contract performance will take place at the new Building C facility on South Cargo Drive in the South Cargo complex. The lease/operator shall maintain sufficient capacity for storage, handling and protection of dry and perishable commodities, including breakdown, build-up, storage and other services. The operator will be expected to make maximum use of the facility footprint. Annex A to D below illustrates the property for lease.

The City of Atlanta prefers a single operator that can make maximum use of the facility, but would accept bids from multiple operators in a consortium or partnership, as long as the lease is held by a single operator and the facility is totally dedicated to air cargo-related services.

The Proponent shall take delivery (possession) of air cargo from freighters, belly cargo from passenger planes, cargo from trucks, vans and private individuals, including specialized commodities such as pharmaceuticals, perishables, aerospace, automotive, live animals and other commodities as is usual practice.

The Proponent shall operate the facility in compliance with relevant Federal, state, local, international and industry regulations, certifications, standards and best practices in cargo handling, in particular requirements established by U.S. Customs and Border Protection (CBP), U.S. Department of Agriculture (USDA), U.S. Food and Drug Administration (FDA), Occupational Health and Safety Administration (OSHA), Federal Aviation Administration (FAA), Transportation Security Administration (TSA)-approved cargo screening, the International Air Transport Association (IATA), Transportation Asset Protection Association (TAPA) standards and TAPA’s Facility Security Requirements (FSR).

The operator should also fully comply with applicable Federal, State of Georgia and local health, safety, fire and security regulations.

The Proponent should offer appropriate facilities, processes, procedures and appropriately-trained personnel to provide the highest quality handling services for specialized, high value cargo, including pharmaceuticals, perishables and e-commerce. This includes:

- A dedicated pharmaceuticals center that meets industry requirements, standards, best practices and certifications such as Good Distribution Practice (GDP), IATA Center of Excellence for Independent Validators in Pharmaceutical Logistics (CEIV Pharma), relevant standards from the International Organization for Standardization (ISO)

- A dedicated perishables facility, and ability to fully maintain the integrity of the cold chain while the cargo is in the Proponent’s possession, whether on the ramp or in the warehouse

- Handling and facilitation services tailored to the movement of e-commerce cargo

In addition, the Proponent shall provide:

- Full-service, licensed customs brokerage services, through Proponent’s own or sub-contracted operations.

- A secured area for storage and handling of bonded cargo
• Facilitation or arrangement of fumigation services for infested cargo, if required
• Superior, best-in-class customer service

The Proponent shall maintain the warehouse in a sound, clean condition. This includes ensuring that the airside area of the warehouse is free of Foreign Object Debris (FOD) and on the landside is free of loose garbage, debris, and is kept in such a way that it is inviting to customers and business partners.

The Proponent can view CAD file of Building C mezzanine level at the following link:

https://www.dropbox.com/s/6o7wi5wox77blfh/A2.2.1%20OFFICE%20LEVEL%20FLOOR%20PLAN_r.dwg?dl=0

Information on the current common use parking fees and classes of aircraft the parking spots can handle are shown below (weight is based on MCLW):

• Large III Aircraft (500,001 lbs. or greater) 12 hour block $690.00
• Large II Aircraft (350,001 lbs. - 500,000 lbs.) 12 hour block $570.00
• Large I Aircraft (200,001 lbs. -350,000 lbs.) 12 hour block $480.00
• Medium Aircraft (100,001 lbs. -200,000 lbs.) 12 hour block $380.00
• Small Aircraft (50,001 lbs. -100,000 lbs.) 12 hour block $290.00
• Light Aircraft (50,000 lbs. - or less) 12 hour block $190.00

Proponents should note that the common use parking spaces on the South Cargo ramp in front of Building C can accommodate two side-by-side/simultaneous ADG-V aircraft and/or Boeing 747-8F operations.
ATTACHMENT A: Description/Map of Serviced Facility

Annex A: Cargo Building C – Aerial View
Annex B: Cargo Building C – Site View
Annex C: Cargo Building C – Operations Level
Annex D: Cargo Building C – Office Level
EXHIBIT B

AUTHORIZING LEGISLATION

RESERVE
EXHIBIT C:
DEFINITIONS
EXHIBIT C: Definitions

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

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

2. “Airport” means Hartsfield-Jackson Atlanta International Airport.

3. “AOA” means Aircraft Operating Area.

4. “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 Operator or Operator’s subcontractors; (c) the Services Agreement and the Services Agreement Documents; or (d) the performance of the Services under this Services Agreement or any Task Order.

5. “Charges” means the amounts payable by City to Operator under this Services Agreement and any applicable Task Order.

6. “City Security Policies” means the policies set forth in Exhibit F.

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


9. “Operator Personnel” means and refers to Operator employees or subcontractors hired and
maintained to perform Services hereunder.

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

11. “Deadline” means any timeframe or deadline established by City or this Services Agreement
or applicable Task Order for performing any Services or any other obligation under this
Services Agreement.

12. “DOA” means the City’s Department of Aviation.

13. “FAA” means the Federal Aviation Administration.

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

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

16. “Insolvency/Bankruptcy Event” shall be deemed to have occurred if Operator: (i) is subject
to a petition for relief under the laws of the United States codified as Title 11 of the United
States Code; (ii) is subject to an involuntary petition for relief under the United States
bankruptcy laws; (iii) seeks, consents to or does not contest the appointment of a receiver,
custodian or trustee for itself or for all or any part of its property; (iv) files a petition seeking
relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of any
state or other competent jurisdiction; (v) admits in writing that it is generally not paying its
debts as those debts become due; (vi) gives notice to any governmental body of insolvency or pending insolvency; (vii) suspends material business operations; (viii) becomes “insolvent” as that term is defined under applicable fraudulent transfer or conveyance laws; or (ix) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

17. “Notice to Proceed” (NTP) means formal written notice from City to Operator to begin performing Services under a Task Order issued under this Services Agreement.

18. “Specifications” means all requirements, specifications, service levels and performance standards and criteria contained in the Services Agreement Documents, including, without limitation, any that may be set forth in any Task Order issued under this Services Agreement.

19. “Party” or “Parties” means City and/or Operator.

20. “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.

21. “Services” means all services, tasks, functions, or assignments to be performed by Operator for City under this Services Agreement and any Task Order issued under this Services Agreement. The Services also include all deliverables and Materials associated with the Services, tasks, functions or assignments Operator is to provide. The Services are summarized in Part I of this Services Agreement and may be further described in any associated Task Order issued under this Services Agreement.

22. “Third Party” means a Person other than the Parties.

23. “Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Operator or Operator Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.
EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-10563 SOUTH CARGO FACILITY (BUILDING C)

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Respondent. 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 Respondent submits to City its executed Agreement, Respondent 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 Respondent 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 Respondent.

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

2. Project Number & Name

The project number (FC-10563) and name (South Cargo Facility (Building C) 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 Respondent 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:

1. Best’s Rating not less than A-;
2. Best’s Financial Size Category not less than Class VII;
3. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
4. 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 Respondent in writing. Respondent 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.

Respondent’s failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Respondent from any liability under the Agreement. Respondent’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 Respondent’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

Respondent 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 Respondent 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.

Respondent 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.

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**

Respondent must require and ensure that all of Respondent’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 Respondent.

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 Respondent must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

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

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

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

C. **Commercial General Liability Insurance**

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

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Medical Expense
- Additional Insured Endorsement (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. **Commercial Automobile Liability Insurance**

Respondent must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:
If Respondent does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Respondent’s personal automobile policy or the Commercial General Liability coverage required under this Exhibit D.

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

E. **Property Insurance**

Respondent shall procure and maintain Property Insurance covering all forms of risk on all Tenant Improvements and any other interests of Respondent, if applicable, in or about the Leased Premises, including inventory, supplies, and other property of Respondent located at said Premises, insuring against the perils of fire, lightning, extended coverage, perils vandalism, malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of Tenant Improvements and any other interests of Respondent in or about said Premises.

F. **Pollution Legal Liability**

Respondent shall maintain Pollution Legal Liability coverage for Bodily Injury and Property Damage in an amount not less than $10,000,000 Each Incident and $10,000,000 Aggregate.

The following specific extensions of coverage shall be provided and indicated on the Certificate of Insurance. –

- Policy Form to be written on Claims Made Form for the term of the lease with a 5 Year Extended Reporting Provision Endorsement.
- On & off site clean-up coverage for new conditions, i.e., underground storage tanks (standard coverage in PLL policy). Third Party claims for on and off site Bodily Injury and Property Damage. Natural Resources Damage" included in the definition of Property Damage. Provides coverage for damage to water, land and wildlife. Waste Broker Disposal Site Endorsement.
1. At, or prior to, Service Provider’s execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the annual contract price specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City’s Attorney as attached hereto at Exhibit D-1. The bonds must be renewed annually at one hundred percent (100%) of the then current year’s contract value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

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

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

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

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

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

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

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

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

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

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

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

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

"City"    City of Atlanta, Georgia
"Project" South Cargo Facility (Building C)
"FC No."  10563
"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 Contact price as specified in the Agreement. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the contract price 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
## 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
(Operaton and Maintenance)

"City"  City of Atlanta, Georgia
"Project"  South Cargo Facility (Building C)
"FC No."  FC-10563
"Principal"
Type of Organization ("X" one):

- ___ Individual
- ___ Partnership
- ___ Joint Venture
- ___ Corporation

"Surety:"  (Name and Business Address)

_____________________________
_____________________________
_____________________________

[Signature]
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 price 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 contract price 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:
Airport Access, Security and Safety Measures
EXHIBIT E: Airport Access, Security and Safety Measures  
(AS APPLICABLE)

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

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

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

   3.1 Receiving and unloading;

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

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

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

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

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

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

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

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

7.2.1 In order to obtain up-to-date costs for the CHRC and for badging, 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.

7.3 **Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing Contractor’s name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.
7.4 Badging Records and Process. Contractor shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Contractor will be required to furnish this information to the DOA upon request.

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

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

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

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

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

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

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

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

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

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

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

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

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

### 8. Drivers

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

8.1 **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. Contractor shall contact the Airport Security Office at (404) 530-6667 during normal business hours to schedule the training session.

8.2 Except as set forth below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS ($10,000,000.00).
8.3 Contractor shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).

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

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

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

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

9.3 Escorting is limited to an Airport SIDA badged prime Contractor or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).

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

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

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

9.7 Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.

9.8 All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
9.9 All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.

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

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

10.1 Highest level of Security required.

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

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

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

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

12. Visual Aids. In the event of the possibility of contact with the AOA or secured area, Contractor shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City’s approval prior to the start of any work under this Agreement.

The approved system of marking and delineating shall be installed, maintained and protected at all times.

13. Tools and Materials. Contractor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.
13.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Contractor and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Contractor’s or subcontractor’s contract and disqualification from working on construction contracts within secured areas of the Airport.

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

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

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

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

14.1 Trash must be removed daily.

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Restrictions on Operations. Contractor shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Contractor shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City’s permission therefore have been obtained. Contractor shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless specifically authorized by this Agreement. Contractor shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Agreement. The Work is to be constructed in advance of the Contractor’s operation.
20. **Cooperation with Agencies.** Contractor shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Contractor shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

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

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

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

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

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

26. **Utility Contractor Licensing Requirements.** Contractor shall comply with the requirements of state law, including, but not limited to, O.C.G.A. § 43-14-8.2 (b)(1) which states that:

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

Dispute Resolution Procedures
EXHIBIT F: Dispute Resolution Procedures

1. If Operator contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Operator shall, without delay and within three (3) days of being aware of the circumstances giving rise to Operator's claim, provide written notice of its claim to City. If Operator fails to give timely notice as required by this subsection or if Operator commences any alleged additional work without first providing notice, Operator 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.

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

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

4. If the City and Operator are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.
PART 6
IIREA PREVIEW PARTICIPATION PROGRAM
DEPARTMENT OF PROCUREMENT

IIREA PREVIEW PARTICIPATION FORM INSTRUCTIONS

1. Potential offerors may submit the Contractor Affidavit to the Department of Procurement (“DOP”) not less than ten (10) days prior to the due date for responses to a Solicitation. Submission of the Contractor Affidavit after that date will NOT extend the time for submitting Bids/Proposals (“offers”) and DOP is not required to review Contractor Affidavits submitted less than ten (10) days prior to the due date for responses to a Solicitation.

2. All Contractor Affidavits must be submitted via email or delivery to the following address:
   Email: iireapreview@atlantaga.gov
   City of Atlanta
   Department of Procurement
   ATTN: IIREA Preview
   55 Trinity Avenue, SW, Suite 1900
   Atlanta, GA 30303

3. DOP will review the timely submitted Contractor Affidavit and provide a response not less than five (5) days prior to the due date for responses to the solicitation.

4. Potential offerors that are deemed non-compliant must submit a compliant contractor Affidavit on the due date for responses to the solicitation of offers in order to be qualified for evaluation.

5. If a due date for the Contractor Affidavit or the acknowledgement and determination falls on a weekend or a City recognized holiday, the document shall be due on the next business day after the weekend or holiday. However, DOP shall not be required to change the due date for Proposals to accommodate a later due date for the Contractor Affidavit. In no event will the due date for the Contractor Affidavit be later than the due date for responses to the solicitation.

6. The determination of a potential offeror’s compliance with the State’s immigration compliance mandates shall not automatically deem that offeror’s timely submitted offer to be responsive to any solicitation. Offerors must also be responsive to and compliant with other requirements set forth in the solicitation of offers, as well as all applicable laws. Untimely offers from compliant potential offerors shall not be eligible for award of the solicited contract.

7. Potential offerors that submit an incomplete or incorrect Contractor Affidavit with their offer or fail to submit a compliant Contractor Affidavit after a determination of non-compliance, will not be qualified for evaluation and their timely submission of an offer may not be considered for the award of the solicited contract
DEPARTMENT OF PROCUREMENT

IIREA PREVIEW PARTICIPATION FORM

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Project Name and Number: __________________________________________

Bid/Proposal Due Date: ____________________________

Confirm E-Verify affidavit completed and attached: ☐ Yes ☐ No
Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City’s procurement process and the terms of this RFP.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration. This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.

3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

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

   Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a 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 duly notarized.

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

7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.
Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this 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 though the contract period and the undersigned contractor for the 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:

_______________________________________  (Also known as eVerify Company ID)

Federal Work Authorization User Identification Number  (Not Tax ID or SS Number)

___________________________________

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

___________________________________

Name of Contractor (Legal name of Contractor, not an abbreviated version)

___________________________________

Name of Project

City of Atlanta

Name of Public Employer

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

Executed on ________, ____ , 201__ in ______________(city), ____________ (state).

___________________________________________

Signature of Authorized Officer or Agent

________________________________________

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _________ DAY OF _____________________, 201__.

___________________________________

NOTARY PUBLIC

My Commission Expires:

_____________________________________________________

Rev. 07/19/17
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 3)

By executing this 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:

________________________________________________________ (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of 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: ____________________

Rev. 07/19/17
APPENDIX A - Office of Contract Compliance Requirements
October 30, 2018

RE: Project No.: FC-10563 – Cargo Building C

Dear Prospective City of Atlanta Bidder:

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

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

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

SMALL BUSINESS OPPORTUNITY PROGRAM

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its various diversity inclusion programs. The purpose of the Small Business Opportunity 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, to promote commerce by assisting Small Business Enterprises (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.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.
Implementation of SBO Policy

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

For subcontracting, the Subcontractor Project Plan must include all subcontractors (both small and non-small business enterprises) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder’s outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, which is included herein.

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

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified 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.

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

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

(b) Determination of Violation of SBO Process

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

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

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

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

**Monitoring Of SBO Policy**

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

Project No.: FC-10563 – Cargo Building C

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

236220 - Commercial and Institutional Building Construction
561790 - Services to Buildings and Dwellings

The above referenced dominant NAICS code(s) was/were used for the purposes of calculating the appropriate participation goal(s). However, COA certified SBE Prime proponents responding to this solicitation may consider any COA certified SBE firm(s) that perform a commercially useful function in the execution of the project to be eligible for participation credit.

The availability of certified SBE firms for the procurement categories in the various scopes associated with this project is:

35.0% SBE

OCC will count COA certified SBE participation in the form of the value of all commercially useful function scopes of work related to the annual operating expenses incurred by the contract awardee in the execution of the construction and building maintenance portions of the contract only. Certified SBE subcontracting firms must have a subcontract agreement in place. The above referenced goal will be measured against the total construction and building maintenance costs inclusive of any change orders and/or miscellaneous modifications that may occur throughout the life of the project.

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

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

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

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

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

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.

6. **OCC Registry of Certified Firms.** To access OCC’s real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=iggizwSWWYnRk55uW%2Bijonkgm04tizEb. You may search by “Industry” for a list of firms in that category or search for a specific company under “Company Name”. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading “Registry of Certified Firms” Click OCC's quarterly list to access the current directory of certified firms.
COVENANT OF NON-DISCRIMINATION

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

_______________________________________
Signature of Attesting Party

_______________________________________
Title of Attesting Party

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

_______________________________________
Notary Public

Seal

FORM SBO-1
**SUBCONTRACTOR CONTACT FORM**

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

<table>
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<th>Name of Subcontractor/Supplier</th>
<th>Contact Name, Address and Phone Number</th>
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Business Ownership Code: AABE – African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

Company Name: ____________________________  Project Name: ____________________________  FC#: _________

Printed Signature: ____________________________  Date: ____________________________
### SMALL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

**SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project (Construction/Maint. Only).

<table>
<thead>
<tr>
<th>Name of Sub-contractor/ Supplier</th>
<th>Contact Name, Address and Phone Number</th>
<th>City of Atlanta Business License? (yes or no)</th>
<th>NAICS Code</th>
<th>Type of Work to be Performed</th>
<th>Ethnicity of SBE Ownership (see code below)</th>
<th>SBE Certification No. and Expiration Date</th>
<th>Value of Construction/Building Maint. Scope of Work</th>
<th>Percentage (%) of Total Construction/Building Maint. Value</th>
<th>Total Dollar Value of Construction and Building Maintenance Related Scopes of Work $</th>
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**Total Value of Prime Proponent’s Construction/Maint. Related Self-performance: $________________________**  **Total SBE%_____**

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise  (M/FBE and DBE Certifications Will NOT Suffice for This Procurement)

**FC#: __________**  **Date:________**

**Proponent’s Company Name: ______________________________**  **Project Name: ______________________________**

**Proponent’s Contact Number:____________________________**  **Printed Signature: ______________________________**

SBO-3
LETTER OF INTENT

FC# ______________________

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

Subcontracting Firm: Firm Name:__________________________________________
Address:________________________________________
City:____________ State:______ Zip:________

Sub firm Contact Person: Name:____________________ Phone: (___) __________

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

If Certified, Certification # and Expiration Date: ______________

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

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

Sub contract amount: $____________________ Percent of total contract: ___________%

AFFIRMATION:

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

By: ________________________________
(Print name) ______________________ (Title)

______________________________
(Signature) _____________________ (Date)

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

Proponent
Name:__________________________________________
Address:________________________________________
City:__________________________ State:_________ Zip:_________

Subcontracting Firm:
Firm Name:_____________________________________
Address:________________________________________
City:__________________________ State:_________ Zip:_________

Sub firm Contact Person:
Name:__________________________ Phone: (____ ) __________________

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

If Certified, Certification # and Expiration Date:____________________

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By: ___________________________________________
   (Print name) (Title)

   ___________________________________________
   (Signature) (Date)

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

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

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


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

49 C.F.R. § 26.53(f)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prime: ____________________________

Contract No.: ____________________________ Signature: ____________________________

Name: ____________________________

Title: ____________________________ Date: ____________________________
FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

The WorkSource Atlanta agency has determined that the First Source Jobs Program is applicable for the construction and building maintenance scopes only for FC-10563 – Cargo Building C.

However, it is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Although the First Source Jobs Program only applies to Construction Projects, Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact the WorkSource Atlanta Agency at (404) 546-3050. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

Kimberlyn Daniel
First Source Jobs Program
WorkSource Atlanta
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3051