

**CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

REQUEST FOR PROPOSAL

FC-10466

ATLANTA AVIATION INNOVATION CENTER VIABILITY STUDY



**ROOSEVELT COUNCIL, JR.
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION**

**SUSAN M. GARRETT
INTERIM CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT**



Keisha Lance Bottoms
Mayor

CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT
Susan M. Garrett
Interim Chief Procurement Officer
smgarrett@AtlantaGa.Gov

June 4, 2018

ATTENTION INTERESTED PROPONENT:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a Proposal for **Project Number: FC-10466, Atlanta Aviation Center Viability Study at Hartsfield-Jackson Atlanta International Airport**. The Department of Aviation is seeking qualified proponent(s) who can provide research and analyze the current and future potential of an Innovation Center (virtual and physical) across aviation and other industries in Metro Atlanta for the Department of Aviation at Hartsfield-Jackson Atlanta International Airport. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A-Scope of Services**.

A **Pre-Proposal Conference** will be held on **Tuesday, June 19, 2018, at 9:30 A.M.**, at the City of Atlanta's Hartsfield-Jackson Development Program Technical Support Campus, 1255 South Loop Road, College Park, Georgia. 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 DOA, the Office of Contract Compliance, and Risk Management available at the conference to discuss this project and to answer any questions. A site tour will be provided to allow proponents to view the security checkpoints included in this RFP. Proponents are urged to attend the Pre-Proposal Conference. Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **Tuesday, June 19, 2018** are not authoritative. The last date to submit questions will be **Thursday, June 21, 2018, no later than 3:00 P.M.** Questions may be sent to **Jessica A. Boston, Contracting Officer**, via email at jaboston@atlantaga.gov. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposal ("Proposal") must be submitted to designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, June 27, 2018.**

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

Proposals will be publicly read at 2:01 P.M. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, GA 30303.

Request for Proposal

Project Number: FC-10466, Atlanta Aviation Center Viability Study at Hartsfield-Jackson Atlanta International Airport

June 4, 2018

Page 2

Proponents may submit their Contractor Affidavit Forms for review via the City's IIREA Preview Participation Program, to iireapreview@atlantaga.gov not less than ten (10) days prior to the Proposal/Proposals due date of **Wednesday, June 27, 2018**. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Proposal/Proposal.

This RFP is being made available by electronic means. If accepted by such means, then the Proponents acknowledges and accepts full responsibility for monitoring the DOP website for any addenda to the RFP. In the event of a conflict between a version of the RFP in the Proponent's possession and the version submitted to the DOP, the version submitted to the DOP shall govern.

The Proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package, beginning on Monday, June 4, 2018.

If you have any questions regarding this project, please contact **Jessica A. Boston, Contracting Officer**, at 404-330-6903, or by email at jaboston@AtlantaGa.Gov.

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

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

Sincerely,



Susan M. Garrett
Interim Chief Procurement Officer

SMG:jab

CITY OF ATLANTA
Hartsfield-Jackson Development Program Technical Support Campus
1255 South Loop Road, College Park, Georgia 30337
Phone No.: 404-530-5500

D I R E C T I O N S

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 & INSTRUCTION TO PROPONENTS

Part 1

Information and Instructions to Proponents

FC-10466

- 1. Services Being Procured:** This Request for Proposal (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of its Department of Aviation (“DOA”), seeks to procure an independent contractor or firm to provide Consulting Services (“Services”) for the Atlanta Aviation Innovation Center Viability Study for Hartsfield-Jackson Atlanta International Airport (“Airport”). A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A** of the Services Agreement attached hereto at Part 5 of this RFP (“Agreement”).
- 2. General Information:** The Airport is owned by the City and is operated by the DOA. It is located 10 miles south of downtown Atlanta on 4,750 acres. In 2017, the total passenger traffic at the Airport was over 103 million.

The Airport is recognized as the world’s busiest and most efficient airport. Over 100 million passengers pass through the Airport annually, generating an estimated \$32.5 billion impact for the Metro-Atlanta economy. Moreover, the Airport is the largest employment center in the state of Georgia with over 58,000 airline, ground transportation, concessionaire, security, federal government, City of Atlanta and Airport tenant employees.

The Airport’s access to the world has been a key driver in many Fortune 500 companies choosing Atlanta as their headquarters. Additionally, 80% of the United States population is located within a two-hour flight from Atlanta. Hartsfield-Jackson averages 250,000 daily passengers with domestic departures to over 150 U.S. destinations and 75 international destinations in 50 countries.

- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code, and the particular method of source selection for the services sought in this RFP is Code Section 2-1193 — Competitive selection procedures for professional and consultant services. By submitting a Proposal concerning this procurement, Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.

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

interviews/presentations will be conducted with Proponents in accordance with City's Code of Ordinances and other applicable Law.

The City will negotiate a contract with the most responsible and responsive offeror at compensation that the City determines to be fair and reasonable. In making this decision, the City will consider the estimated value, the scope, the complexity and the professional nature of the services to be rendered. If the City is unable to negotiate a satisfactory contract with the offeror considered to be the most responsible and responsive at a price the City determines to be fair and reasonable, negotiations with that offeror shall be terminated. The City shall then undertake negotiations with the next most responsible and responsive offeror. If negotiations with the next most responsible and responsive offeror are unsuccessful, negotiations shall be terminated, and the City shall then undertake negotiations from the additional offerors in order of their responsibility and responsiveness and the City may continue negotiations until an agreement is reached.

- 4. Minimum Qualifications; Authority to Transact Business in Georgia:** Each Proponent must meet the following minimum qualifications:
 - 4.1.** Each Proponent shall have a minimum of three (3) years' experience within the last five (5) years in the marketing, branding, communications and/or commercial development consulting.
 - 4.2.** Each Proponent must submit with its proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
 - 4.3.** If the Proponent is a partnership, joint venture or newly formed entity (e.g., limited liability company or corporation), for the purpose of responding to this RFP, the minimum requirements set forth in this Section (and throughout the RFP) must be satisfied by the entity or individual(s) that owns and controls a majority equity interest (50%+) of the partnership, joint venture or newly formed entity.
 - 4.4.** No Proponent or entity comprising Proponent may submit more than one proposal under the same or different names or as part of multiple organizations. The City reserves the right to disqualify any Proponent or entity comprising Proponent that submits more than one Proposal in response to this solicitation
- 5. No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by the City to enter into an Agreement and cannot be accepted by any Proponent to form an agreement. This procurement is an invitation for offers from interested Proponents and no offer shall bind City. Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in the City's Code and other applicable law.
- 6. Pre-Proposal Conference:** Attendance at the pre-proposal conference is not mandatory; however, it is recommended that each Proponent attend the Pre-Proposal conference that

is scheduled for **Tuesday, June 19, 2018 at 9:30 a.m. at 1255 South Loop Road, Park, Georgia**. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.

- 7. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Jessica Boston, Contracting Officer**, Department of Procurement, 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, by e-mail jaboston@atlantaga.gov, on or before **Thursday, June 21, 2018 at 3:00 p.m.** Questions submitted after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours at Department of Procurement, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303-0307. No Proponent may rely on any verbal response to any question submitted concerning this RFP. **All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP.** All communications by any Proponent concerning this RFP must be made to the City's contact person referenced above, or any other City representative designated by the Chief Procurement Officer in writing.
- 8. Proposal Deadline:** Proposals must be received by the City's Department of Procurement, located at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 p.m., on Wednesday, June 27, 2018**. Any proposal submitted after this time will not be considered and will be rejected and returned.
- 9. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
- 10. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
- 11. Representation:** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to Form 2: Contractor Disclosure Form are accurate representations up to and including the date Proponent submitted its proposal to

the City; (e) the City will not agree to make any substantive revisions to the Service Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

12. Applicable OCC Programs: The City's OCC Programs applicable to this procurement are set forth in **Appendix A** attached hereto. By submitting a proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs. This program is not applicable to this procurement.

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

14. Examination of Proposal Documents:

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

14.2. Each Proponent shall promptly notify City in writing on or before **5:00 p.m.** on **Thursday, June 21, 2018** should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP.

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

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

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

16. Award of Agreement; Execution. The City shall negotiate an Agreement with the most responsible and responsive offeror at compensation that the City determines in writing to be fair and reasonable. If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in Part 5 of this RFP.

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

18. 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.

19. 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.

20. Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Services 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 Services Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. 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 Services 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.

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 one (1) volume separated in two (2) sections: Section I will consist of information drafted and provided by the Proponent; and Section II will consist of information provided by the Proponent on forms provided by the City in this RFP.
- 2. VOLUME I (Information drafted and provided by a Proponent):**
 - 2.1. Executive Summary:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. It should also designate one (1) contact person to whom all future correspondence and/or communications will be directed by the City concerning this procurement, if that person is different from the person executing the letter. Each Proponent is required to provide an overview of the Proponent's qualifications to provide the Services being procured through this RFP. At a minimum, the Executive Summary must contain the following information:
 - 2.1.1.** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices.
 - 2.1.2.** If Proponent is a corporation, limited liability company, or other registered entity formed in the State of Georgia, Proponent must include a copy of its Certificate of Incorporation, its Certificate of Organization, or other evidence of its registration with the Georgia Secretary of State.
 - 2.1.3.** If Proponent is a corporation, limited liability company, formed outside the State of Georgia, Proponent must include a copy of its Certificate of Existence from Georgia Secretary of State office.
 - 2.1.4.** A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

2.2 Proponent’s experience, qualifications, capabilities, and past performance in conducting Market Analysis, Research, Brand Management, Consulting and Organizational Strategy: This criterion measures the competence, qualifications and experience of the key professionals and technical staff. Proponent should describe their experience and qualifications in providing market analysis, research, brand management, consulting and organizational strategy services including the following:

2.2.1 Provide a minimum of three (3) examples during the last five (5) years where the Proponent has provided market analysis and consulting services or similar work product; at least one (1) of which must have been for a large brand corporation.

2.3 Organization Structure - Key Personnel/Resumes:

2.3.1 Provide an organization chart both graphically and in a narrative format. Provide a description of the Proponent’s views on how it will organizationally provide the Services.

2.3.1 Provide resumes for the following Key Personnel:

- **Principal-in-Charge;**
- **Project Manager; and**
- **Business Analyst(s).**

Resumes should be organized as follows: name and title, professional background, current and past relevant employment, education, and list of three (3) projects that involve similar market analysis and research or similar consultant services with a project description, role of individual and client contact. By submitting a proposal in response to this RFP, Respondent acknowledges and agrees that it is committing to use the individuals identified in Key Personnel for this RFP. In the event there is a need to replace key personnel during the Term of the Agreement, changes may only be made with the prior written consent of the Aviation General Manager.

2.4 Management Plan:

2.4.1.1 Management Plan. Based on the Proponent’s Organizational structure, describe how the Proponent will manage the Services identified in Exhibit A.1, Scope of Services, specially addressing the following:

- 2.4.1.1.1** Proponent’s approach to team leadership;
- 2.4.1.1.2** Communications with contract stakeholders;
- 2.4.1.1.3** Coordinate all necessary project activities within the team;

- 2.4.1.1.4 Identify and resolve issues during the project duration and make critical decisions;
- 2.4.1.1.5 Describe your company's core capabilities and business approach; and
- 2.4.1.1.6 Describe what differentiates your organization from your Competition.

2.5 Technical Approach and Schedule. Provide a description of their firm's approach to the Scope of Services and Project Schedule.

- 2.5.1** Provide a comprehensive detailed project schedule of research study activities. The timelines should highlight key research objectives, itemized research tasks and the timeline of each based on the scope of services and final deliverables.

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

All respondents including all Joint Venture partners who have chosen to submit a Request for Proposal in this procurement and will be listed as a prime contractor with the City of Atlanta (the "City") must fill out all forms in their entirety, signed, notarized or sealed with your corporate seal (if needed).

If your intentions are for your company to be named as a Prime Contractor(s) with the City, then your company must fill out all forms listed in this solicitation document; otherwise your company 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>.
- 3.2 Contractor Disclosure Form** – Each Proponent must complete and submit **Form 2: Contractor Disclosure Form** with its proposal.

- 3.2.1.** If the Proponent is an individual, then that individual must complete and sign the Contractor Disclosure (Form 2) where indicated.
 - 3.2.2.** If the Proponent is a partnership (including but not limited to, joint venture partnership), then **each partner in the partnership** must complete and sign a **separate** Contractor Disclosure (Form 2) where indicated.
 - 3.2.3.** If the Proponent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign the Contractor Disclosure (Form 2) where indicated.
 - 3.2.4.** If the Proponent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign the Contractor Disclosure (Form 2) where indicated, and each of the members or owners of the entity must also complete and sign **separate** Contractor Disclosure Forms where indicated.
- 3.3. Proponent's Financial Disclosure** – Each Proponent must complete and submit **Form 4: Proponent Financial Disclosures** with its proposal. The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation.
 - 3.3.1.** If the Proponent is an individual, financial disclosures for that individual must be provided.
 - 3.3.2.** If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
 - 3.3.3.** If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners.
 - 3.3.4.** Financial disclosure includes a full response to all questions and requests for documentation listed on the 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 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 Proponent must complete and sign this Acknowledgment of Insurance and Bonding Requirements where indicated.

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

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

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

3.7. Referral List – Each Proponent must complete and submit at least four (4) references that are able to attest to the Proponent’s performance, ability and credibility. References must be from industries such as, but not limited to a major airport, a major transportation organization, or a major municipal entity, and must include contact name, address, phone number, and email address. A separate **Form 9** is required for each reference.

3.7.1. Letters of Reference: Proponents shall include letters of reference from each of the references included on **Form 9**.

3.8. OCC Programs. This criterion is based upon the responsiveness of a Proponent’s participation in the City’s Small Business Enterprise (SBE) program, the requirement of which is described in **Appendix A** to the Agreement. This criterion is not scored on a sliding scale. Responsive Proponents will receive the maximum points allotted. Proponents who fail to evidence a compliant SBE program shall be deemed non-responsive. **This program is not applicable to this procurement.**

3.9. Cost Proposal. Each Proponent must submit a Cost Proposal using the forms provided by the City at Part 5: Services Agreement: Exhibit A.2: Cost Proposal and Exhibit A.3: Base Employee Classifications/Fully Burdened Hourly Billing Rates. The Cost Proposal and Base Employee Classifications/Fully Burdened Hourly Billing Rates must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal and shall serve as the baseline for final fee negotiation with the City as described in Part 1, paragraph 3 above.

4. Submission of Proposals:

- 4.1. A proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-10466, Atlanta Aviation Innovation Center Viability Study** and the name and address of the Proponent. All proposals must be submitted to:

Susan Garrett
Interim Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall, Suite 1900
Atlanta, Georgia 30303-0307

- 4.2. Each Proponent is required to submit one (1) original and seven (7) copies of Volume I. The original should be clearly marked “**Original**,” and should contain original signature(s). Volume 1 and 2 can be combined into a single proposal. Each proposal must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 4.3. Each Proponent is required to submit, in a separate, sealed envelope, clearly marked “**Cost Proposal**,” one (1) stamped “Original” and seven (7) copies of its Cost Proposal (**Exhibit A.2**) with its proposal.

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

Item #	Required Proposal Submittal Check Sheet	Check (v)
	<u>Volume 1</u>	
1.	Executive Summary	
2.	Proponent's experience, qualifications, capabilities, and past performance in conducting Market Analysis, Research, Brand Management, Consulting and Organizational Strategy	
3.	Management Plan	
4.	Technical Approach	
	<u>Volume 2</u>	
6.	Form 1: Illegal Immigration Reform and Enforcement Act – Contractor Affidavit	
7.	Form 2: Contractor Disclosure Form	
8.	Form 4: Proponent's Financial Disclosure Form	
9.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
10.	Form 7: Acknowledgement of Addenda	
11.	Form 8: Respondent Contact Directory	
12.	Form 9: Referral List	
13.	Appendix A: Office of Contract Compliance Submittals	N/A
	COST PROPOSALS MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE	
14.	Exhibit A.2: Cost Proposal	

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.

PART 3: EVALUATION OF PROPOSALS

PART 3

EVALUATION OF PROPOSALS

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

EVALUATION FORM			
CATEGORIES	RELATIVE WEIGHT	CATEGORY SCORE	TOTAL CATEGORY SCORE
Executive Summary			
Proponent's experience, qualifications, capabilities, and past performance in conducting Market Analysis, Research, Brand Management, Consulting and Organizational Strategy	25		
Management Plan	15		
Technical Approach	35		
Exhibit A.2 Cost Proposal	15		
OCC Programs	N/A		
Financial Capability	10		
TOTAL SCORE			

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

PART 4: REQUIRED SUBMITTAL FORMS

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

If Respondent intends to be named as a Prime contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

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

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

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

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

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

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

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

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

Federal Work Authorization User Identification Number (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)

FC-10466, Atlanta Aviation Innovation Center Viability Study

Name of Project

City of Atlanta _____

Name of Public Employer

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:

NOTARY PUBLIC: _____

ME ON THIS THE _____, DAY OF _____, 201_____

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number (*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 Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

Federal Work Authorization User Identification Number (*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 Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC

My Commission Expires: _____

FORM 2
CONTRACTOR DISCLOSURE FORM
DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

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

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

A. Basic Information:

1. Name of Respondent: _____
2. Name of the authorized representative for the Respondent: _____

B. Individual/Entity Information:

Principal Office Address: _____

Telephone and Facsimile Numbers: _____

E-Mail Address: _____

Name and title of Contact Person for the Individual/Entity: _____

Is the individual/Entity authorized to transact business in the State of Georgia?

☐ Yes **(Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)**

☐ No

C. Questionnaire

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

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

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**
☐ ☐

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**
☐ ☐

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

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**
☐ ☐

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

Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**
☐ ☐

Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**
☐ ☐

Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

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

	YES	NO
(a) directly or indirectly, had a business relationship with the City?	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
(b) directly or indirectly, received revenues from the City?	<input type="checkbox"/>	<input type="checkbox"/>

	YES	NO
(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?	<input type="checkbox"/>	<input type="checkbox"/>

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

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	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

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

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

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

D. REPRESENTATIONS

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

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

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

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

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

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

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.

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.

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.

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.

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

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

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

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:

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;
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;
Cancellation of the public contract;

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

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities: It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

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

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

Declaration

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, 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: _____

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

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

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, **20**__

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

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

FORM 4

Proponent Financial Disclosure

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

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

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

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

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

Part A: General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email: _____

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years:

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

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires: _____

FORM 5

ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS

I, _____, on behalf of _____, ("Proponent"), acknowledge that if selected as the successful Proponent for **FC-10466, Atlanta Aviation Innovation Viability Center Study at Hartsfield-Jackson Atlanta International Airport** (the "**RFP**"), Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attachments to the 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 the Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that Proponent's failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may, in the City's sole discretion; result in the disqualification of Proponent from further consideration for the Agreement.

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

Date: _____, 201__

Corporate Proponent:

[Insert Corporate Proponent Name]

By: _____

Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Date: _____, 201__

Non-Corporate Proponent:

[Insert Non-Corporate Proponent Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 7

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-10466, Atlanta Aviation Innovation Center Viability Study 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:

FORM 8

PROPOSER'S CONTACT DIRECTORY¹

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

The purpose of the Proposer's 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 Proposer. This Proposer's 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 Proposer's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proposer 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 three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Additionally, Proponents shall attach letters of reference from each of the references.

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____

Direct Telephone: _____

Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

PART 5:

SERVICES AGREEMENT

SERVICES AGREEMENT

FC-10466, Atlanta Aviation Innovation Center Viability Study

AT THE

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Atlanta, Georgia



**ROOSEVELT COUNCIL, JR.
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION**

**SUSAN M. GARRETT
INTERIM CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT**

SERVICES AGREEMENT

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

Services Agreement Name: ATLANTA AVIATION INNOVATION CENTER VIABILITY STUDY	Services Agreement No. FC-10466
Consultant	City of Atlanta
Name:	Using Agency: Department of Aviation
Address:	Address: 6000 North Terminal Parkway Suite 4000 Atlanta, GA 30320
Phone:	Phone: 404-382-2290
Fax:	Fax: 404-305-7933
Authorized Representative:	Authorized Representative: Dawn Gregory, Innovation Director

1. Background and Maximum Payment Amount.

- 1.1 The City desires to obtain from Consultant the services ("Services") described generally on **Exhibit A**, attached.
- 1.2 The not-to-exceed compensation amount payable to Consultant under this Services Agreement is _____ (\$_____) (such amount, the "Maximum Payment Amount").

2 Term.

- 2.1 Term. The term of this Services Agreement will be **120 calendar days** or until the completion and public release of the final data; whichever date comes first, and shall commence on the Effective Date of the Agreement.

3 Interpretation.

- 3.1 All capitalized terms used in this Services Agreement shall have the meanings ascribed to them in the Services Agreement Documents and on **Exhibit C**

attached hereto. If there is a conflict between any of the Services Agreement Documents, precedence shall be given in the following order:²

1. Change Order(s)
2. Services Agreement
3. Exhibit A: General Scope of Services
4. Exhibit A.1: Compensation
5. Exhibit A.2: Cost Proposal
6. Exhibit B: City Council Resolution
7. Exhibit C: Definitions
8. Exhibit D: Insurance Requirements
9. Exhibit E: Dispute Resolution Procedures
10. Exhibit F: Airport Security Policies
11. Appendix A - Office of Contract Compliance Requirements

4 Authorization.

- 4.1 If applicable, this Services Agreement is authorized by legislation adopted by City which is attached as **Exhibit B**.

5 Services

- 5.1 Description of Services. Consultant agrees to provide to City the Services per this Services Agreement. If any services to be performed are not specifically included in Exhibit A, but are reasonably necessary to accomplish the purpose of this Services Agreement, they will be deemed to be implied in the scope of the Services for this Services Agreement to the same extent as if specifically described herein.
- 5.2 Resources. Unless otherwise expressly provided in this Services Agreement, all equipment, software, Facilities and Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.
- 5.3 Change Documents.
 - 5.3.1 This section will govern changes to the Services Agreement issued under the Services Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in Services

² For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

or other aspects of this Services Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).³ All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

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

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

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

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

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

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

³ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

- 5.3.4 Consultant may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Services Agreement.
- 5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Consultant and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Consultant with comments regarding a Proposed Change Document, and Consultant shall respond to such comments, if any. A Proposed Change Document from Consultant will become effective only when executed by an authorized representative of City.
- 5.3.6 City may propose any changes to the Services Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, and Consultant shall, in good faith, evaluate such proposed Change Request. If City and Consultant are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Services Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Consultant, pursuant to Code Section 2-1292(d), and City and Consultant agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Consultant shall continue to perform the Services, as changed by such Unilateral Change Document.
- 5.4 Suspension of Services. City may, by written notice to Consultant, suspend at any time the performance of any or all of the Services to be performed under this Services Agreement. Upon receipt of a suspension notice, Consultant must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6 Consultant's Obligations.

- 6.1 Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.
- 6.2 Consultant Authorized Representative. Consultant designates Consultant Authorized Representative named on page 1 of this Services Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Services Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.
- 6.3 Qualifications. Upon City's reasonable request, Consultant will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Consultant Personnel.
- 6.4 Removal of Personnel Assigned to City Services Agreement. Within a reasonable period, but not later than seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Services Agreement of any Consultant Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Services Agreement. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Services Agreement any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Services Agreement immediately after Consultant becomes aware of such misconduct or breach.
- 6.5 Subcontracting. Unless specifically authorized in this Services Agreement, Consultant will not enter into any Services Agreement with or delegate any Services to any Third Party, including but not limited to subconsultant(s), without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the subconsultants; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subconsultants.
- 6.6 Key Consultant Personnel and Key Subconsultants.

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

_____; and
_____.

6.6.2 The following Persons are identified by Consultant as Key Subconsultants under this Services Agreement:

_____; and
_____.

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

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

7 City's Authorized Representative.

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

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Services Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or

item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Services Agreement for repeated performance of such disapproved items.

8

Payment Procedures.

- 8.1 **General.** City will not be obligated to pay Consultant any amount in addition to the Maximum Payment Amount.
- 8.2 **Invoices.** Consultant shall prepare and submit to City invoices for payment of all Charges. Each invoice shall be in such detail and in such format as City may reasonably require. Consultant shall invoice City at the completion of the milestones identified in **Exhibit A.1** for Services rendered.
- 8.3 **Taxes.** The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Consultant's performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority. If Consultant is refunded any Tax payments made relating to the Services, Consultant shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 8.4 **Maximum Amount.** City shall not be obligated to pay any amount in excess of the Maximum Payment Amount.
- 8.5 **Payment.** City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. All payments by the City will be in United States Dollars.
- 8.6 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.
- 8.7 **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.
- 8.8 **Payment of Other Persons.** Prior to the issuance of final payment from City, Consultant shall certify to City in writing, in a form satisfactory to City, that all

sub consultants, material men, suppliers and similar firms or persons engaged by Consultant in connection with this Services Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

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

- 9.1 Authority. Consultant is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Services Agreement. Consultant has all necessary power and authority to enter into and perform its obligations under this Services Agreement, and the execution and delivery of this Services Agreement and the consummation of the transactions contemplated by this Services Agreement have been duly authorized by all necessary actions on its part. This Services Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Services Agreement or the provision of Services by Consultant is pending or threatened.
- 9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.
- 9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Services Agreement Documents.
- 9.4 Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

10 Compliance with Laws.

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

- 10.2 City's OCC Programs. Consultant shall comply with **Appendix A** and any applicable City OCC programs, including, but not limited to, City's SBE Program, and requirements set forth in the Code in the performance of the Services.
- 10.3 Consents, Licenses and Permits. Consultant will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing Services and complying with this Services Agreement.

11 Confidential Information.

- 11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Services Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Consultant will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Services Agreement.
- 11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

Work Product.

- 12.1 Except as otherwise expressly provided in this Services Agreement, all reports, information, data, specifications, formulas, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Consultant or any of its subconsultants exclusively for the City under this Services Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Consultant’s or its subconsultants’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Consultant and its subconsultants grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product exclusively developed for City under this Services Agreement.
- 12.2 If any of the Work Product is determined not to be a work made for hire, Consultant assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to City, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- 12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- 12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Consultant Personnel may not originally vest in City by operation of Applicable Law, Consultant shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

- 12.5 Without any additional cost to City, Consultant Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product.

13 Audit and Inspection Rights.

13.1 General.

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

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

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

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Consultant.

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

required to fully and completely enable City to enforce its audit rights under this Services Agreement.

14 Indemnification by Consultant.

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

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

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

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

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

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

14.2 Intellectual Property Indemnification by Consultant. Consultant shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Consultant (or any Consultant agent, contractor, subcontractor or

representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Consultant hereunder is held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

15 Limitation of Liability.

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

15.2 Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible

property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled “Confidential Information”**; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

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

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

18 Termination.

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

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

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

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

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

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Services Agreement is terminated by City pursuant to the above **subsection entitled “Termination by City for Cause”**, Consultant will be liable

for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any Services Agreement awarded to other Persons for completion. If City improperly terminates this Services Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled “**Termination by City for Convenience**”.

- 18.3 Termination by City for Insolvency. City may terminate this Services Agreement immediately by delivering written notice of such termination to Consultant if Consultant: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.
- 18.4 Termination by City for Convenience. At any time during the Term of this Services Agreement, City may terminate this Services Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant’s sole remedy and City’s sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Consultant in its business within the thirty (30) days following termination. If requested, Consultant shall substantiate such costs with proof satisfactory to City.
- 18.5 Effect of Termination. Unless otherwise provided herein, termination of this Services Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Services Agreement, at law or in equity. Upon termination of this Services Agreement, Consultant shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate

to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other Services Agreements existing for performance of the terminated Services, or assign those Services Agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Services Agreement any portion of the Services that are not terminated.

19 Dispute Resolution.

- 19.1 All disputes under the Services Agreement Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Services Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Services Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Consultant.
- 19.2 Applicable Law. The Services Agreement Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.
- 19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Services Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.
- 19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

20 General

- 20.1 Notices. Any notices under this Services Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Services

Agreement and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

- 20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Services Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Services Agreement, and this Services Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Services Agreement will be binding on City unless executed in writing by the City Authorized Representative.
- 20.3 Assignment. Neither this Services Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.
- 20.4 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Services Agreement without the prior written consent of City.
- 20.5 Severability. In the event that any provision of this Services Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Services Agreement.
- 20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Services Agreement.
- 20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Services Agreement.
- 20.8 Survival. Any provision of this Services Agreement which contemplates performance or observance subsequent to any termination or expiration of this Services Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Services Agreement.

- 20.9 Independent Consultant. Consultant is an independent consultant of City and nothing in this Services Agreement shall be deemed to constitute Consultant and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
- 20.10 Third Party Beneficiaries. This Services Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.
- 20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Services Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.
- 20.12 Entire Services Agreement. The Services Agreement Documents contain the entire Services Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or Services Agreements, oral or written, between the Parties with respect to such subject matter. This Services Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Services Agreement Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS SERVICES AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.
- 20.13 Unauthorized Goods or Services. Consultant acknowledges that this Services Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for

any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

21 State Law Requirements.

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

22 City of Atlanta Code Requirements.

- 22.1 Consultant Required to Certify Prompt Payment of Subconsultants and Suppliers. The Consultant shall certify in writing that all subconsultants and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Consultant prior to receipt of any further progress payments. Consultant is required to pay subconsultants or suppliers funds due from progress payments within three business days of receipt of such payment from the City.
- 22.2 Consultant Required to Certify Satisfaction of all Underlying Obligations. Before final payment is made to Consultant by the City, the Consultant shall certify to the City in writing, in a form satisfactory to the City, that all subconsultants, 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 Consultant by the City or will be paid in full utilizing the monies constituting final payment to the Consultant.
- 22.3 Contingent Fees Prohibited. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this contract; and that the Consultant has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

- 22.4 Prohibition against Contracting with Predatory or High Cost Lenders. By signing below, the Consultant, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Consultant an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Consultant, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Consultant.
- 22.5 Prohibition on Kickbacks or Gratuities. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime Consultant or higher tier subconsultant or any person associated therewith as an inducement for the award of a subcontract or order.
- 22.6 Fraud and misrepresentation. Any written or oral information provided by "Consultant", directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Consultant 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. Consultant further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Consultant agrees to place signage provided by the City regarding the Integrity Line at the location to which Consultant's employees report to perform the services required by this Agreement. Consultant acknowledges and agrees that a finding of fraud or other impropriety on the part of the Consultant or any of

its subconsultants may result in suspension or debarment of the [Consultant]; and the City may pursue any other actions or remedies that the City may deem appropriate. Consultant agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

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

- (a) The Consultant 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 Consultant 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 Consultant shall, in all solicitations or advertisements for employees, placed by or on behalf of the Consultant, 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 Consultant shall send to each labor union or representative of workers with which the Consultant may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Consultant'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 Consultant 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 Consultant 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 Consultant during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The Consultant shall take such action with respect to any subconsultant 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 Consultant 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 Consultant or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The Consultant and its subconsultants, 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 Consultant and its subconsultants.
- (g) The Consultant 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 subconsultant or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the Consultant or subconsultant 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 Consultant in violation all future payments under the involved contract until it is determined that the Consultant or subconsultant 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 Consultant or subconsultant demonstrates that there has

been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

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

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

Owner: City of Atlanta _____ Mayor _____ Municipal Clerk (Seal) Approved: _____ Aviation General Manager _____ Director of the Office of Public Affairs _____ Chief Procurement Officer Approved as to form: _____ Senior Assistant City Attorney	Consultant: Signature: _____ Name: _____ Title: _____ _____ Corporate Secretary/Assistant Secretary (Seal)
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EXHIBIT A

SCOPE OF SERVICES

This Request for Proposal (“RFP”) from qualified proponents by the City of Atlanta on behalf of the Department of Aviation (“DOA”) seeks to procure and select a respondent to research and analyze the current and future potential of an Innovation Center (virtual and physical) across aviation and other industries in Metro Atlanta and other national and international markets and how it can be realized at Hartsfield-Jackson Atlanta International Airport. The selected Proponent will assist ATL by researching, benchmarking trends and analyzing opportunities to accelerate ATL's desired solutions and innovative goals.

Scope of Services:

The Atlanta Aviation Center Viability Study will consist of both narrative and graphical representations of the research findings. An executive level summary will be provided in power point format. Each document will address the primary objective and the following research items:

1. Benchmarking Innovation Center Concepts:
 - Ecosystems of Innovation (Both Airport and Non-Airport-Related);
 - Innovation and Connectivity (Involving Airports, Mobility, etc.);
 - Branding and Communication;
 - Financial Approaches;
 - Partners; and
 - Enabling Legislation & Policies.
2. How is Innovation being Branded, Marketed, and Communicated?
3. What are the Business Models for Innovation?
4. How are Innovation Centers being Commercialized?
5. What Fast Tracked Processes could be employed to Foster Innovation?

2. Key Areas of Research:

In addition to addressing the above questions, the research must include and detail the following components:

1. Financing & Business Models
 - a. Identify various proven financing models for Centers of Innovation.

2. Policies & Incentives for Cultivating Innovation
 - a. Identify typical policies that enable innovation.
 - b. Propose policy changes / reform / needs, leveraging examples from other municipalities / states / airports.
3. Process for Implementing Centers of Innovation
 - a. Identify how other airports / metro regions implement Centers of Innovation.
4. Performance Metrics
 - a. Identify potential metrics and measures of success for both individual innovations as well as an Innovation Center.
5. Case Study Profiles
 - a. Document visual case study profiles of Innovation for Airport and Non-Airport Locations.
 - b. Map Innovation Stakeholders.
6. General Airport
 - a. Develop airport marketing strategy for ATL to be used as a guideline for all airport related products and campaigns.
7. Air Service Development (Cargo and Passenger Airline Focus)

3. Special Requirements:

In addition to a base quote, please propose an hourly pricing rate for an additional ten (10) hours of work which may include additional consultation with Sr. Airport officials and/or additional analysis. Please represent your costs for the work as a base fee plus an incremental hourly fee with a "not to exceed" total cost. This total cost is inclusive of the research, analysis and post-research in-person or telephonic consultation.

4. Final Deliverables:

Research results must be made available on-line where key stakeholders have access to view all of the data.

- a. Annotated matrix tables should provide substantive information obtained from research activities.
- b. Reports must also be made available in an electronic spreadsheet, graphic and executive summary formats. The electronic formats provided to DOA staff must be in a manner that can be easily summarized, sorted,

filtered, modified and copied.

- c. Reports must also be summarized in a format to present to senior management for information and decision-making.
- d. Research findings should include graphical representations of both research findings and proposed opportunities.

Although the scope of work included represents the airport's anticipated needs, there may be instances in which it is in the airport's best interest to permit exceptions to requirements and accept proposed alternatives.

The Airport General Manager shall have the right, at his sole discretion, at any time prior to or during the term of the agreement, to expand, reduce, or otherwise modify the scope of work to best meet the needs of Hartsfield-Jackson Atlanta International Airport.

EXHIBIT A.1

COMPENSATION

EXHIBIT A.1

COMPENSATION

1. **Compensation.** Consultant will be compensated for Services upon receipt of correct and valid invoices on the following payment schedule:

Payment Number	Payment Deliverable	Percentage of Total Contract Value
1	Kick-off Meeting & Concept Definition	33%
2	Case Study Profiles	33%
3	Final Viability Study	34%

2. **Submittal of Invoices.** Consultant must finalize and submit to City invoices ("Invoice" or "Invoices") upon completion of the Tasks identified in Exhibit A. Consultant must submit all invoices in original:

City of Atlanta
Department of Aviation
6000 N. Terminal Pkwy | Atrium, Suite 4000 | Atlanta, GA
30320

Attention: Terral Hardy, Terral.Hardy@atl.com

Reference: Services Agreement No. **FC-10466**

3. **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.
4. **City's Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.
5. **Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its subconsultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of

this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.

- 6. Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.
- 7. Claims against Consultant.** If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.

EXHIBIT A.2

COST PROPOSAL

LUMP SUM PRICE

CONSULTANT NAME: _____

Payment of the Lump Sum prices as detailed in Exhibit A.1 shall constitute full payment for performance of the Atlanta Aviation Center Viability Study and shall cover all costs of whatever nature incurred by the Consultant in accomplishing the Work in accordance with the provisions of this Contract.

The Total Lump Sum Price for performing this Work is \$ _____

that is _____ (Words)

	Task	Dollar Amount
1.	Kick-off Meeting & Concept Definition	
2.	Case Study Profiles	
3.	Final Viability Study	
4.	10 Hour @ _____ Rate per Hour	
	GRAND TOTAL (LUMP SUM)	\$ _____

EXHIBIT B

CITY COUNCIL RESOLUTION [RESERVED]

EXHIBIT C

DEFINITIONS

EXHIBIT C

DEFINITIONS

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

1. “Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Contractor or Contractor’s subcontractors; (c) the Lease Agreement and the Lease Agreement Documents; or (d) the performance of the Services under this Agreement.
2. “Approach” refers to the methodology (business, strategic, and technical approach) that will be utilized to support your written recommendations and plan of action.
3. “Charges” means the amounts payable by City to Contractor under this Lease Agreement.
4. “Airport Security Policies” means the policies set forth in **Exhibit F**.
5. “Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.
6. “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 Lease Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf

of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

7. "Contract Documents" include this Agreement and the Exhibits, Addenda, Appendices and other documents attached hereto or referenced herein as well as any authorized changes or addenda hereto.
8. "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.

EXHIBIT D

INSURANCE AND BONDING
REQUIREMENTS

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-10466 ATLANTA AVIATION CENTER INNOVATION VIABILITY STUDY
AT HARTSFIELD JACKSON ATLANTA INTERNATIONAL AIRPORT

A. Preamble

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

1. Evidence of Insurance and Bonding Required Before Work Begins

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

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

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

2. Project Number & Name

The project number (**FC-10466**) and name (**ATLANTA AVIATION INNOVATION CENTER VIABILITY STUDY**) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

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

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

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

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

4. Insurance and Bonds Required for Duration of Contract

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

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of 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 Service Provider 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.

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

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage.

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.

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

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

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

B. Workers' Compensation and Employer's Liability Insurance

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

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

C. Commercial General Liability Insurance

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

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury

- ☒ Medical Expense
- ☒ Fire Legal Liability
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

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

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

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. Professional Liability /Errors & Omissions Insurance

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

- ☒ Damages arising from a failure of computer security, or a wrongful release of private information
- ☒ Cost to notify consumers of a release of private information and to

provide credit-monitoring or other remediation services in the event of covered incident.

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

1. If Consultant 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, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim.
2. The parties are fully committed to working with each other throughout the Term of the Agreement and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant 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 Consultant's Authorized Representative and City's Authorized Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

EXHIBIT F

AIRPORT ACCESS, SECURITY AND SAFETY MEASURES (NOT APPLICABLE)

EXHIBIT F

AIRPORT ACCESS, SECURITY AND SAFETY MEASURES (NOT 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 Authorized Signatory 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' Authorized Signatory 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 Authorized Signatory 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 Authorized Signatory 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 Authorized Signatory shall be responsible for the badging process of his/her company employees.

7.4.5 Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorized Signatories will last an additional hour for briefing by the DOA

Security Division. Authorized Signatory briefing sessions will be conducted only on Wednesdays at 2p.m. in the DOA Security office.

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

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

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

7.4.9 The Authorized Signatory will be notified when the results of the fingerprint checks are completed. Upon notification and approval, 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 of Public Safety & Security and the DOA Director of Security, 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" designation placed on the face of the badge by the DOA Security Division.

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

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

8.3 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 contractor must incorporate escorting protocol with Security Plan submitted for approval by the DOA Security Manager. The DOA 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 DOA 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 approved Airport SIDA badged prime Contractor or an approved Airport SIDA badged escorting subcontractor approved by the DOA Security Manager to perform escorting duties. The individuals involved in

escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).

- 9.4** Escorting person(s) must have a SIDA badge and be approved to conduct escorts.
- 9.5** Designated badged prime Contractor employees approved or designated 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 SIDA badge with escort privileges at all times while in the SIDA, Secure, or Sterile Areas.
- 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 SIDA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point for any reason whatsoever.
- 9.9** All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 59 or other approved vehicle access point. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 9.10** In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 or approved vehicle access point to obtain a time limit extension to complete work in the SIDA, Secure, or Sterile Areas. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

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

- 10.1** Highest level of Security required.
- 10.2** All employees of prime 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, Secure Area, Sterile Area, Federal Inspection Service (FIS), and AOA.

13.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the 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 dialing (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 & Border Protection (404) 765-2303**. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.
- 17.1** 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 in 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

City will be responsible for furnishing all rights-of-ways upon which 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 holding 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.

PART 6

IIREA PREVIEW FORM

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

Date of Request	
Name of Requestor (company name)	
Mailing Address	
Contact Person	
Phone	
Email	

Project Name and Number: _____

Bid/Proposal Due Date:

Confirm E-Verify affidavit completed and attached: ☐ Yes ☐ No

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE



CITY OF ATLANTA

Keisha Lance Bottoms
Mayor

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

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

MEMORANDUM

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

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

RE: Policy Statement Project No.: **FC- 1466, Aviation Innovation Viability
Study @ H-JAIA**

DATE: 05/17/2018

The City's Diversity and Inclusion Policy Statement is included with this correspondence for Project No.: **FC- 1466, Aviation Innovation Viability Study @ H-JAIA**. Because the expected value of the above referenced project falls below the amount (\$100,000) that would trigger the application of one of the City's diversity inclusion programs, there is no mandatory participation requirement attached to this particular procurement. However, OCC has provided a policy statement which communicates the City's desire to actively promote full and equal business opportunities aimed at facilitating the inclusion of small, disadvantaged, minority, and female business enterprises through the City's SBO and EBO programs, the administration of the federal DBE and ACDBE programs, and through voluntary means in the absence of a mandate. Please note that the enclosed Policy Statement is solely for this project.

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

cc: File
Jessica Boston, DOP

FC- 1466, Aviation Innovation Viability Study @ H-JAIA

Diversity Inclusion Policy For
The City of Atlanta Diversity Programs

Although the above referenced contracting opportunity has been exempted and is not subject to any of the City's diversity programs as a mandatory requirement, it is the policy of the City of Atlanta (COA) to actively promote full and equal business opportunities. As a policy, the City advocates for the inclusion of small, disadvantaged, minority, and female business enterprises through the City's SBO and EBO programs, as well as the administration of the federal DBE and ACDBE programs. It is also the policy the City of Atlanta to actively promote equal employment opportunities for disadvantaged, minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap upon or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the COA and federal diversity programs is to mitigate the present and ongoing effects of the past and present discrimination against women, minority, disadvantaged, and small business so that opportunity - regardless of race, gender, or firm size - will become institutionalized in the Atlanta marketplace. It is important to note the City of Atlanta's Diversity Program requirements at the time of the project bid.

Proponents seeking to submit proposals for **FC- 1466, Aviation Innovation Viability Study @ H-JAIA** are encouraged make a general statement regarding their intent to address the City of Atlanta's diversity objectives. For the purpose of this RFP solicitation, there will be no mandatory diversity inclusion requirements that must be submitted with the actual proposals.

Additionally, projects are reviewed on a case by case basis to determine if it is necessary to require proponents to make good faith efforts to form joint venture teams comprised of at least one minority and/or female owned firms(s) certified as such by the City of Atlanta's Office of Contract Compliance. In the event that such a determination is made at the RFP stage, or if proponents so choose to pursue a joint venture arrangement of their own volition, the submitted proposal must include an executed copy of the Joint Venture agreement. The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of and responsibility for accounting.
- The method by which disputes are resolved.
- All other pertinent factors of the joint venture.

This project **does not** have a Joint venture requirement. However, the City of Atlanta encourages Joint Venture relationships when feasible and applicable. The City of Atlanta seeks to remedy the effects of past discrimination and/or promote equal opportunity by establishing specific small, minority and female subcontractor, and supplier participation objectives for every City contract at or above \$100,000. Specific subcontractor and supplier availability objective will be included in the formal solicitation documents where applicable. Every bidder must submit documentary evidence of good faith efforts with their proposal to comply with the requirements of the City's ordinance. The details of the Subcontractor Project Plan are set forth below:

ACDBE, SBE or EBO

On applicable projects, the proponent must submit a detailed Subcontractor Project Plan with their proposal. In the Subcontractor Project Plan, the proponent must identify the certified disadvantaged, small, or minority/female owned businesses (depending on applicable program) that it intends to use to meet the established availability goals. The plan must specifically indicate the nature and amount of the supplies and subcontracting contemplated. The plan must also detail the company name, contact person, address, telephone number, work or supply description, and subcontract or supply dollar amount for each business enterprise (**disadvantaged, small, non-minority, minority, or female owned**) to be utilized on the project.

Every proponent will also be required to comply with two additional components of the City of Atlanta's diversity program requirements. These two additional components are:

Equal Employment Opportunity Plan (EEO)

Every bidder's workforce should reflect the demographic characteristics of the available pool of labor skills normally utilized by the bidders. A Contract Employment Report describing the demographics of the bidder's workforce shall be submitted prior to the execution of a contract with the City of Atlanta.

First Source Jobs (FSJ) Policy Agreement (On Applicable Construction Projects Only)

The First Source Jobs Program was created to provide employment opportunities to unemployed residents of the City of Atlanta. Every bidder must agree to make a good faith effort to fill at least 50% of all entry level positions created by the award of this contract with First Source Jobs Program participants.

Questions regarding any of this information may be directed to the Office of Contract Compliance, Larry Scott - Director at (404) 330-6010.

APPENDIX B

RESERVED

APPENDIX C
ILLEGAL IMMIGRATION REFORM AND
ENFORCEMENT ACT AFFIDAVITS
RESERVED

[END OF DOCUMENT]