

CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

**FC-7269, RENTAL CAR CENTER OPERATION AND
MAINTENANCE AT HARTSFIELD-JACKSON ATLANTA
INTERNATIONAL AIRPORT**



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March 25, 2014

ATTENTION INTERESTED PROPONENTS:

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-7269, Rental Car Center Operation and Maintenance at Hartsfield-Jackson Atlanta International Airport ("ATL")**. The City is soliciting proposals from interested proponents to provide operation and maintenance, as herein defined of physical building systems, mechanical systems, electrical systems, plumbing systems, roof draining systems, fire protection/alarm systems, CCTV/security systems, specialty systems, miscellaneous equipment, and general maintenance for the Consolidated Rental Car Facility.

A **Pre-Proposal Conference** will be held on **Tuesday, April 8, 2014, at 2:00 P.M.**, at the **Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**. An optional site tour will be held immediately following the Pre-Proposal Conference. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference by each Proponent desiring to submit a proposal is encouraged.

The last date to submit questions is **Friday, April 11, 2014, at 5:00 P.M.** Questions will be responded in the form of an addendum.

Your response to this Request for Proposal ("RFP") will be received by a designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1790, Atlanta, GA 30303, **no later than 1:59 P.M., on Wednesday, April 23, 2014**. Any Proposal received after this time will not be considered and will be rejected and returned.

Proponents names 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 South, Atlanta, GA 30303.

Request for Proposals

**FC-7269, Rental Car Center Operations and Maintenance at Hartsfield- Jackson Atlanta
International Airport**

March 25, 2014

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

You are required to email your business name, contact person, address, phone number, fax number and the project number to Mr. Leslie H. Page, Contracting Officer, at lpag@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive. Any questions regarding the procedures for purchasing a copy of the plan holder's list should be directed to Ms. Jessica Boston, Administrative Assistant Senior at 404-330-6903, or via e-mail at jaboston@atlantaga.gov.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City. Thank you for your interest in doing business with the City.

Sincerely,


Adam L. Smith

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Part 1: Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of its Department of Aviation ("DOA"), seeks to procure the following services ("Services"): **Rental Car Center Operation and Maintenance**. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Scope of Services attached to the **Services Agreement No. 7269 – Rental Car Center Operation and Maintenance at Hartsfield-Jackson Atlanta International Airport (ATL)** ("Services Agreement"), included in this RFP at Part 5.¹
2. **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. The particular method of source selection for the Services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Proponent to form a Services Agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in the City's Code of Ordinances and other Applicable Law.
4. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 2:00 p.m., EST on **Wednesday, April 23, 2014**. Any Proposal received after this time will not be considered and will be rejected and returned.
5. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, April 8, 2014, at 2:00 P.M.**, at Technical Support Campus, 1255 South Loop Road, College Park, GA 30337. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.
6. **Procurement Questions:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Les Page**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-

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

mail lpape@atlantaga.gov, on or before **Friday, April 11, 2014**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room, which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP.

7. **Prohibited Contacts:** All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
8. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
9. **Insurance and Bonding Requirements:** The insurance and bonding requirements for any Services Agreement that may be awarded pursuant to this RFP are set forth in **Part 5, Exhibit D – Insurance and Bonding Requirements** attached to the Services Agreement included in this RFP.
10. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A: Office of Contract Compliance Submittals**, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
11. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 4: Proponent/Bidder Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal.
12. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors/subconsultants listed in the Proposal and to submit other material information relative to proposed subcontractors/subconsultants. City reserves the right to disapprove any proposed subcontractors/subconsultants whose technical or financial ability or resources or whose experience are deemed inadequate.

13. Examination of Proposal Documents:

- 13.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
 - 13.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should the City's intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proponents.
 - 13.3. 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 to the RFP unless they are confirmed in writing by the City in an issued Addendum.
 - 13.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 7: Acknowledgment of Addenda** attached to this RFP at **Part 4**.
14. **Rejection of Proposals; Cancellation of Solicitation; Waiver of Technicalities:** The City reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal. The City also may cancel this procurement at any time in accordance with the City of Atlanta Code of Ordinances.
15. **Award of Services Agreement; Execution:** If the City awards a Services Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent a Services Agreement for execution substantially in the form included in this RFP.
16. **Illegal Immigration Reform and Enforcement Act:** 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**.

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

19. **Georgia Open Records Act.** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."
20. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on **Form 3** are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Services Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.
21. **Electronic Proposal Documents.** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the City's Department of Procurement shall govern. The RFP document is available at www.atlantaga.gov.

PART 2

CONTENTS OF PROPOSALS / REQUIRED SUBMITTALS

PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1 Technical Proposal; and
 - 1.2 Services Proposal (Form 10 provided by City at **Part 4**). The completed **Form 10**, following negotiation, will become a part of the Services Agreement (see **Part 5: Form of Contract**) if a Contract is awarded pursuant to this procurement.
2. **Technical Proposal:** The Technical Proposal is comprised of two (2) sources of information:
 - 2.1 Information drafted and provided by a Proponent; and
 - 2.2 Information provided by a Proponent on Forms provided by the City in this RFP.
3. **Information Required to Be Included in Technical Proposal:**
 - 3.1 **Summary:** The following is a summary of information required to be contained in the Technical Proposal(s):
 - 3.1.1. **Technical Proposal**
 - 3.1.1.1. **Information Drafted And Provided By A Proponent:** This information should be included in a **Volume I** to a Proposal:
 - 3.1.1.1.1. Executive Summary (Cover Letter and Executive Summary);
 - 3.1.1.1.2. Table of Contents;
 - 3.1.1.1.3. Experience;
 - 3.1.1.1.4. Organizational Structure / Management Plan;
 - 3.1.1.1.5. Key Personnel /Resumes, Staffing and Training;
 - 3.1.1.1.6. Operations and Maintenance Plan.
 - 3.1.1.2. **Information Provided by a Proponent on Forms Provided by the City in this RFP:** This information should be included in a **Volume II** to a Proposal (the applicable forms are provided by the City at Part 4 of this RFP):
 - 3.1.1.2.1. Form 1 – Illegal Immigration Reform and Enforcement Act Form;
 - 3.1.1.2.2. Form 3; Insurance Coverage and Bonding Capacity;
 - 3.1.1.2.3. Form 4 – Proponent/Bidder Financial Disclosure;
 - 3.1.1.2.4. Form 5 – Acknowledgement of Insurance requirements;
 - 3.1.1.2.5. Form 7 – Acknowledgement Addenda;
 - 3.1.1.2.6. Form 8 – Contact Directory;

- 3.1.1.2.7. Form 9 – List of Clients; and
- 3.1.1.2.8. Appendix A – Equal Business Opportunity Forms 1 through 5.

3.1.1.3. **Services Proposal:** In a separate sealed envelope submit the following:

- 3.1.1.3.1. Form 10 – Services Proposal

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

3.2.1. **Executive Summary.**

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

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

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

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify

examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/ subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;

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

3.2.1.2.5. Provide a copy of the Proponent's Joint Venture Agreement (if applicable).

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

3.2.4 Experience. Describe the Proponent's experience in operating and managing facilities similar to the Serviced Facility. ATL is seeking an Operations and Maintenance provider whose core competency is Facilities Operations and Maintenance. Proponent shall address:

3.2.4.1 Previous management duties highlighting the Proponent's ability to provide the requested Scope of Services;

3.2.4.2 Experience in the operation of customer servicing facilities and any lessons learned from these experiences;

3.2.4.3 Experience in managing facilities whose primary tenants were customer service providers;

3.2.4.4 Experience in managing facilities owned by the public sector;

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

3.2.4.6 For each example identified above, Proponent shall submit a completed **Form 9: List of Clients**.

3.2.5 Organizational Structure/Management Plan. The Proponent's Organizational Structure Section of the Proposal should introduce the Proponent's key personnel by:

3.2.5.1 Providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational Chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team. Proponent is required to submit an Organizational Structure for both the Serviced Facility Ramp-Up Services portion of the work as well as a separate Organizational Structure for the Operation and Maintenance of the Serviced Facility. The narrative description for the Serviced Facility Ramp-Up Services should be developed from the past experiences of the Proponent in preparing to provide the complete Scope of Services. (Submittal requirements listed below are specific to Organizational Structure/Management Plan following initiation of services).

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

3.2.5.3 Providing the names of proposed candidates for each major function on the chart. Proponent is required to submit a fully completed **Form 8: Contact Directory**, providing the contact information for each individual identified for this submittal item.

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

3.2.5.4.1 Proponent's approach to team leadership discussing how the Proponent will:

3.2.5.4.1.1 Ensure proper communications among pertinent project team members;

3.2.5.4.1.2 Assure the City that each Scope of Service will be accomplished within any established time and/or budget constraint;

3.2.5.4.1.3 Establish and maintain the necessary cooperative relationships with the Department of Aviation, the Serviced Facility tenants, and the College Park Business and Development Authority;

3.2.5.4.1.4 Coordinate all necessary project activities within that team relationship;

3.2.5.5 Proponent's proposed approach to:

3.2.5.5.1 Identify and resolve issues during the project duration; and

3.2.5.5.2 Make critical decisions.

3.2.6 Key Personnel/Resumes, Staffing and Training:

3.2.6.1 Identify and provide resumes for the individuals that the Proponent will use to fill the following positions (as applicable):

3.2.6.1.1 Principal in Charge;

3.2.6.1.2 Facility Manager;

3.2.6.1.3 Chief Facility Engineer;

3.2.6.1.4 Exterior Maintenance Supervisor; and

3.2.6.1.5 Customer Service Supervisor; and

3.2.6.2 Resumes should be organized as follows:

3.2.6.2.1 Name and Title;

3.2.6.2.2 Professional Background;

3.2.6.2.3 Current and Past Relevant Employment;

3.2.6.2.4 Education;

3.2.6.2.5 Certifications;

3.2.6.2.6 List of three (3) relevant projects, including:

3.2.6.2.6.1 Client Name;

3.2.6.2.6.2 Project description; and

3.2.6.2.6.3 Role of the individual.

- 3.2.6.2.7 Reference Contact, (name, phone number, email address) to verify each relevant project.
- 3.2.6.3 Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City.
- 3.2.6.4 Provide a Human Resources Plan which details how the Proponent will staff, maintain and service the Service Facility. Proponent shall be able to demonstrate its ability to staff, operate, and manage the Serviced Facility twenty-four hours per day, seven days per week. The staffing plan should be in the form of a Pro Forma statement.
- 3.2.6.5 Describe in detail the plan to attract, hire, train and retain staff. In particular, describe the commitment that will be made if initial plans are not successful;
- 3.2.6.6 Provide a detailed description of your workforce mix (subcontractors vs. employees);
- 3.2.6.7 Provide a detailed description of the customer service management approach to be utilized at the Serviced Facility. The City desires an approach that describes how the management team will proactively ensure that the customer service experience is consistently the best it can possibly be. Using this approach, explain how customer satisfaction will be monitored and reported to the DOA. Describe customer service programs the Proponent currently has in place and the effectiveness of those programs relative to customer service.

3.2.7 Operations and Maintenance Plan:

The successful Proponent will be the entity responsible for the superior operation and maintenance of the Serviced Facility in accordance with **Exhibit A** and as directed by the City's Authorized Representative, or his designee. The Proponent's customer service approach and operation and management of the Serviced Facility directly supports ATL's mission to be the best Airport by consistently exceeding the customers' expectations. Describe the Proponent's approach to and philosophy of facilities management including:

- 3.2.7.1 Proponent's overall philosophy to the operation and management of the Serviced Facility;
- 3.2.7.2 Describe the day-to-day operation and maintenance of the Serviced Facility specifically addressing:
 - 3.2.7.2.1 The support capabilities the Proponent has available to the on-site management team;

3.2.7.2.2 Proponent's customer service call center operation plan and the processes and procedures the Proponent plans to implement;

3.2.7.2.3 Proponent's approach to preventative and general maintenance including the method the Proponent will utilize to implement and track the preventative and general maintenance program. Proponent shall refer to Attachment A of Exhibit A, Scope of Services, for a description of the Serviced Facility as a resource to assist the Proponent in completing this submittal requirement. The Proponent submittal must include discussion of at least the following components:

- Roof Maintenance Program -including inspections, repairs and resolution issues; and
- HVAC Management Program- including preventative and general maintenance, emergency and routine repairs; and
- Lighting and Signage Management Program; and
- General Repairs Management program – including electrical, plumbing, doors, locks, gates, glass, light carpentry, and touch-up painting, life/safety issues including preventative, routine and emergency, all fire protection systems including sprinklers, alarms, and extinguishers; and
- Floor Care Management Program; and
- Janitorial Management Program including all emergency, routine and specialty cleanings; and
- Trash & Recycling Management Program; and
- Vertical Transportation Equipment Maintenance Program; and
- Pest Control Program; and
- Parking Lots and Roadways; and
- Security Program; and
- Landscaping Program; and
- Others as required to fully describe the General and Preventative Maintenance program.

- 3.2.7.3 Describe the Proponent's reporting and invoicing procedures specifically addressing:
 - 3.2.7.3.1 Proponent's financial and accounting program identifying the software supporting the program;
 - 3.2.7.3.2 Proponent's purchasing program emphasizing national or regional purchasing agreements and how these agreements deliver savings to the City;
 - 3.2.7.3.3 How the Proponent will establish and implement an internal safety program as specified by OSHA;
 - 3.2.7.3.4 The Proponent's reports capabilities including customization and utilization;
 - 3.2.7.3.5 Identify the performance measures/ metrics the Proponent will implement for this Serviced Facility.
- 3.2.7.4 Discuss in detail the Proponent's approach to Customer Service specifically addressing interaction with the Facility tenants and the general public. Proponent must detail:
 - 3.2.7.4.1 How the Proponent proposes to implement and maintain Customer Service operations at the Georgia International Convention Center station and the Central Passenger Terminal Complex station; and
 - 3.2.7.4.2 How the Proponent intends to measure the level of satisfaction with the Customer Service program.
- 3.2.7.5 The Proponent's quality assurance program and continuous improvement program citing specific examples of results that the quality program has produced;
- 3.2.7.6 ATL utilizes a computerized maintenance management system which includes Microsoft products and MAXIMO. State the Proponent's familiarity with these products and describe any other tools the Proponent intends to utilize in managing the Serviced Facilities. Proponents are advised that ATL is not seeking new systems. Proponents must utilize or have systems compatible with existing DOA information technology products.
- 3.2.7.7 Provide a detailed description of the Proponent's approach to physical security and loss prevention. The approach must include, but not limited to, perimeter, barrier, policies and procedures, lock and key control, personnel, security awareness and emergency response procedures.

3.2.8 Volume II Submittals

- 3.2.8.1 Form 1 – Illegal Immigration Reform and Enforcement Act Form;
- 3.2.8.2 Form 3 - Disclosure Form and Questionnaire;
- 3.2.8.3 Form 4 – Proponent/Bidder Financial Disclosure;
- 3.2.8.4 Form 5 - Acknowledgement of Insurance and Bonding Requirements;
- 3.2.8.6 Form 7 – Acknowledgement Addenda;
- 3.2.8.7 Form 8 – Contact Directory;
- 3.2.8.8 Form 9 – List of Clients; and
- 3.2.8.10 Appendix A – Equal Business Opportunity Forms 1 through 5.

3.2.9 Services Proposal. In a separate sealed envelope, each Proponent must submit a Cost Proposal using **Form 10** provided by the City in **Part 4**. The Services Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Technical Proposal. Form A through A2 shall serve as the baseline for final compensation negotiations with the DOA concerning the operation and maintenance of the Serviced Facility. Proponent shall submit one (1) Original stamped "Original" and three (3) copies of the Services Proposal.

4 Submission of Proposals:

- 4.1 A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: Rental Car Center Operations and Maintenance, and the name and address of the Proponent. All Proposals must be submitted to:

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

- 4.2 Each Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain and index and separate sections for the information requirements set forth in this RFP. A Proponent is required to submit one (1) "Original" and seven (7) copies of **Volume I**, and one (1) "Original" and three (3) copies of **Volume II** of the Proponents response to this RFP.
- 4.3 A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Services Proposal", one (1) stamped original and three (3) copies of its Services Proposal.

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

Item #	Required Proposal Submittal Check Sheet ¹	Check (v)
VOLUME 1		
1.	Executive Summary (Cover Letter and Executive Summary)	
2.	Table of Contents	
3.	Experience	
4.	Organizational Structure/Management Plan	
5.	Key Personnel/Resumes, Staffing and Training	
6.	Operations and Maintenance Plan	
VOLUME II		
1.	Form 1: Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 3: Disclosure Form and Questionnaire	
3.	Form 4: Proponent/Bidder Financial Disclosure	
4.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
5.	Form 7: Acknowledgement of Addenda	
6.	Form 8: Proponent Contact Directory	
7.	Form 9: List of Clients	
8.	Form 10: Services Proposal (Submitted in a separate sealed envelope)	
9.	Appendix A: City's Office of Contract Compliance Submittals (EBO Forms 1 through 5)	

¹ This table is included solely for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

PART 3

EVALUATION OF PROPOSALS

Part 3: Evaluation of Proposals

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

EVALUATION FORM			
CATEGORIES	CATEGORY SCORE	RELATIVE WEIGHT	TOTAL CATEGORY SCORE
Executive Summary (Cover Letter and Executive Summary)		0	
Experience		20	
Organizational Structure/Management Plan		10	
Key Personnel/Resumes, Staffing and Training		10	
Operations and Maintenance Plan		40	
OCC Programs		15	
Financial Capability		5	
TOTAL SCORE			

PART 4

SUBMITTAL FORMS

Form 1: Illegal Immigration Reform and Enforcement Act Forms
INSTRUCTIONS TO PROPONENTS:

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

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

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

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

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of bid 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 affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

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

NOTARY PUBLIC

My Commission Expires: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

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

NOTARY PUBLIC

My Commission Expires: _____

**Rental Car Center
Operation and Maintenance**

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE

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

NOTARY PUBLIC

My Commission Expires: _____

**Rental Car Center
Operation and Maintenance**

Form 3: Disclosure Form and Questionnaire

Proponent/Bidder's disclosures must fully answer all questions posed by the City. Such disclosure must be submitted at the time of the Proposal/Bid submission and included as a part of the Proposal/Bid.

A. For the purposes of this Disclosure Form and Questionnaire:

1. "Proponent/Bidder" means an individual, entity or partnership submitting a proposal or bid in response to this Solicitation.
 - 1.1 If the Proponent/Bidder is an individual, disclosures for that individual must be provided.
 - 1.2 If the Proponent/Bidder is an entity (e.g. corporation, limited liability company, etc.) or partnership (e.g. general partnership, limited partnership, joint venture, teaming arrangement, etc.), disclosures for that entity or partnership must be provided, as well as separate disclosure for its constituent members, firms, partners, joint ventures, team members and first-tier subconsultants (collectively referred to herein as "Respondent").
- 2 "Affiliate" means 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 Proponent or a member of Proponent.
- 3 "Control" means that the controlling entity:
 - 3.1 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
 - 3.2 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.

B. The following information must be provided:

1. Please provide the names and business addresses of Proponent/Bidder or Respondent and each of Proponent/Bidder's or Respondent's officers, directors, affiliates and other employees, agents or representatives for this project. Describe accurately, fully and completely their respective relationships with the Proponent/Bidder or Respondent, including their ownership interests and their anticipated role in the management and operations of the Proponent/Bidder or Respondent.

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

3. List any lawsuits, administrative actions or litigation to which Proponent/Bidder or 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. For each suit, list all parties and indicate whether any party was a bonding company, insurance company, an owner, or otherwise. State the project giving rise to the lawsuit, administrative action or litigation, explain the basis for all claims and state whether a settlement was reached or a judgment was entered, identifying each party against whom a judgment was entered.

4. Provide details if Proponent/Bidder or Respondent has been charged with a criminal offense within the last ten (10) years.

5. Describe any citation or notices of violation which Proponent/Bidder or Respondent received from any government agency in connection with any of Proponent/Bidder's or Respondent's work during the past ten (10) years, including any OSHA violations.

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

- (a) Whether Proponent/Bidder or Respondent, or affiliate, currently or previously associated with Proponent/Bidder or Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
- (b) Whether Proponent/Bidder or Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Proponent/Bidder or Respondent from engaging in any type of business practice; and
- (c) Whether Proponent/Bidder or Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Proponent/Bidder or Respondent which directly arose from activities conducted by Proponent/Bidder or Respondent which submitted a bid or proposal for the subject project.

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

- (a) Directly or indirectly has or had a business relationship with the City;
- (b) Directly or indirectly has received revenues from the City; or,
- (c) Directly or indirectly has received revenues from conducting business on City property or pursuant to any contract with the City.

8. State whether any employee, agent or representative of Proponent/Bidder or Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee.

9. Describe any subcontractors, employees or Affiliates that have a current contractual relationship with the City of Atlanta.

10. Does Proponent's executive management or any board member hold a leadership position with an entity doing business with the City of Atlanta?

11. Will the selection of your firm result in any actual or potential conflicts of interest or appearance of conflicts of interest? If so, please specify any party with whom a conflict exists or might arise, the nature of the conflict and whether your firm would step aside or withdraw in the event of a conflict of interest.

12. Provide details if Proponent/Bidder or Respondent is or has been (within the last five years) suspended or debarred from participating in any procurement process with any local, state, or federal government.

13. The Proponent/Bidder must submit documentary evidence that it is authorized to transact business in Georgia.

C. By signing below, the Proponent/Bidder acknowledges and agrees to abide by the following provisions:

1. **Contractor Shall Certify Satisfaction of all Underlying Obligations.** Before final payment is made to 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.

2. **Certification of Independent Price Determination.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Proponents shall identify a person having authority to sign for the Proponent who shall certify, by executing below, as follows:

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

3. **Prohibition on Kickbacks or Gratuities.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- (c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

4. **Equal Employment Opportunity (EEO) Provision.** All Proponents/Bidders are required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances. During the performance of the agreement, the contractor agrees as follows:

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

- (i) 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.
 - (ii) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- (b) The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- (c) The contractor shall send to each labor union or representative of workers with which the contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract

compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the contractor and its subcontractors.

- (g) The contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the contractor in violation all future payments under the involved contract until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

5. Whether you are an individual executing this form or you are an authorized representative of an entity or partnership 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.

(Signature Page Follows)

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Form and Questionnaire 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 Proponent/Bidder.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 2014

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 2014.

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: _____, 2014

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity or partnership name) this _____ day of _____, 2014.

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

Form 4: Proponent Financial Disclosures Form

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 in response to a Solicitation.

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

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

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

Part A – General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email _____

Part B – Financial Information:

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

(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:</u> (thousands)	<u>Year:</u> (thousands)	<u>Year:</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.

(Signature Page Follows)

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: _____, 2014

Subscribed and sworn to or affirmed by _____ (name) this ____ day of _____, 2014.

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: _____, 2014

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this ____ day of _____, 2014.

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

FORM 5

ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS

I, _____, on behalf of _____
("Proponent or Respondent"), acknowledge that if selected as the successful Proponent or Respondent
for **FC-7269: Rental Car Center Operation and Maintenance at Hartsfield-Jackson Atlanta International
Airport**, Proponent or Respondent shall comply with all insurance and bonding requirements contained
in the Agreement (attached to the solicitation), and any other attachments to the solicitation which
pertain to insurance and/or bonding.

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

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

Date: _____, 2014

Corporate Proponent or Respondent:
[Insert Corporate Name]

By: _____

Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Date: _____, 2014

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

By: _____

Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

FORM 7

ACKNOWLEDGMENT OF ADDENDA

Each Proponent/ Bidder or Respondent must complete and submit an acknowledgement with its proposal or bid that it has received all Addenda issued by City for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following Addenda for **FC-7269: Rental Car Center Operation and Maintenance at Hartsfield-Jackson Atlanta International Airport.**

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

Date: _____, 2014

Corporate Proponent or Respondent:

[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Date: _____, 2014

Non-Corporate Proponent or Respondent:

[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant

Secretary (Seal)

Notary Public (Seal)

My Commission Expires: _____

Form 8: Proponent Contact Directory¹

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

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

Form 9; List of Clients²

Proponents should provide a list of at four (4) clients as references using the following format:

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

Project: Conference Management Services

Contact Person: Mr. John Doe
 (404) 555-5555

Date(s) of Project: August 12, 2000 to August 19, 2001

Description/Summary of Services:

Cost/Amount of Contract:

Firm's Role: Responsible for etc.

Completion Status:

2. (Next Client)

² Proponent should include client name, address, phone/fax number, contact name and summary of services provided to client, including dates services were provided. Proponent may supplement this form by attaching additional pages to it or may create its own form for including in its Proposal as long as such form meets the informational requirements of this form.

FORM 10

SERVICES PROPOSAL

The breakdown and Annual Maximum Payment for the complete performance of the Services is as follows:

Ramp Up Period (to be paid during Contract Year No. 1 per Sec.1.5.1)	Ramp Up Services	\$ _____
--	-------------------------	----------

Contract Partial Year No. 1	Fixed Management Fee	\$ _____
------------------------------------	-----------------------------	----------

(November 1, 2014- June 30, 2015)	Capped Cost of Operation	\$ _____
--------------------------------------	---------------------------------	----------

CONTRACT PARTIAL YEAR NO. 1 ANNUAL MAX. PAYMENT	\$ _____
--	----------

Contract Year No. 1	Fixed Management Fee	\$ _____
----------------------------	-----------------------------	----------

(July 1, 2015- June 30, 2016)	Capped Cost of Operation	\$ _____
----------------------------------	---------------------------------	----------

CONTRACT YEAR NO. 1 ANNUAL MAX. PAYMENT	\$ _____
--	----------

Contract Year No. 2	Fixed Management Fee	\$ _____
----------------------------	-----------------------------	----------

(July 1, 2016- June 30, 2017)	Capped Cost of Operation	\$ _____
----------------------------------	---------------------------------	----------

ESTIMATED CONTRACT YEAR NO. 2 ANNUAL MAX. PAYMENT	\$ _____
--	----------

Contract Year No. 3	Fixed Management Fee	\$ _____
----------------------------	-----------------------------	----------

(July, 2017- June 30, 2018)	Capped Cost of Operation	\$ _____
--------------------------------	---------------------------------	----------

ESTIMATED CONTRACT YEAR NO. 3 ANNUAL MAX. PAYMENT	\$ _____
--	----------

Option Year No. 4 (If Exercised)

(July 1, 2020- June 30, 2021)	Fixed Management Fee	\$ _____
----------------------------------	-----------------------------	----------

	Capped Cost of Operation	\$ _____
--	---------------------------------	----------

ESTIMATED OPTION YEAR NO. 4 ANNUAL MAX. PAYMENT	\$ _____
--	----------

Option Year No. 5 (If Exercised)

(July 1, 2021-	Fixed Management Fee	\$ _____
June 30, 2022)	Capped Cost of Operation	\$ _____

ESTIMATED OPTION YEAR NO. 5 ANNUAL MAX. PAYMENT \$ _____

Option Year No. 6 (If Exercised)

(July 1, 2022-	Fixed Management Fee	\$ _____
June 30, 2023)	Capped Cost of Operation	\$ _____

ESTIMATED OPTION YEAR NO. 6 ANNUAL MAX. PAYMENT \$ _____

Option Year No. 7 (If Exercised)

(July 1, 2023-	Fixed Management Fee	\$ _____
June 30, 2024)	Capped Cost of Operation	\$ _____

ESTIMATED OPTION YEAR NO.7 ANNUAL MAX. PAYMENT \$ _____

PART 5

FORM OF CONTRACT

Part 5 – Form of Contract

SERVICES AGREEMENT; CONTRACT NO. FC-7269

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

Contract Name: Rental Car Center, Operation and Maintenance at Hartsfield-Jackson Atlanta International Airport	Contract No. FC-7269
Contractor	City of Atlanta
Name:	Using Agency:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Contractor the services ("Services") described generally on **Exhibit A** attached.

1.2 The total amount of payments by City under this Agreement is set forth on **Exhibit A.1** (such amount, the "Annual Maximum Payment").

2. Term. The term of this Agreement (the "Term") shall be for three (3) years eight (8) months with two (2) two (2) year renewal options which may be exercised at the sole discretion of the City.

3. Interpretation.

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

¹ 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.

1. Legislation
2. Change Documents
3. Submitted and accepted yearly operating budgets
4. Agreement
5. Service Provider Submittals

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C.**

5. **Services.**

5.1 **Description of Services.** Contractor agrees to provide to City the Services per this Agreement. The Services will include the following: (a) a reference to this Agreement; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. This Agreement will not become effective until it has been executed by an authorized representative of Contractor and City. If any services to be performed are not specifically included in the Agreement, but are reasonably necessary to accomplish the purpose of the Agreement, they will be deemed to be implied in the scope of the Services for that Agreement to the same extent as if specifically described in the Agreement.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Contractor Personnel required for the proper performance of Services shall be furnished by and be under the control of Contractor. Contractor 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 Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² 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 Agreement include, but are not limited to:

² 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.).

(a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Contractor which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Annual 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 Contractor pursuant to Code Section 2-1292(d); and

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

Change Documents that do not involve an increase in the Annual 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 Agreement by delivering written notice to Contractor describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Contractor 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 Contractor.

5.3.4 Contractor may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the 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 Contractor and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Contractor with comments regarding a Proposed Change Document, and Contractor shall respond to such comments, if any. A Proposed Change Document from Contractor will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Contractor shall, in good faith, evaluate such proposed Change Request. If City and Contractor 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 Agreement shall, in the event of disagreement between City and Contractor concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Contractor, pursuant to Code Section 2-1292(d), and City and Contractor

agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit F**. During the pendency of such dispute, Contractor shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Contractor, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Contractor 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. Contractor's Obligations

6.1 Contractor Personnel. Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Contractor Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

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

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Contractor will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Contractor subcontracts any of the Services, Contractor shall: (i) be responsible for the performance of

Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Contractor Personnel and Key Subcontractors.

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

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

6.6.2 The following Persons are identified by Contractor as Key Subcontractors under this Agreement:

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

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

6.7 Conflicts of Interest. Contractor shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Contractor nor any Contractor 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 Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Contractor hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise the items until they meet the approval of the City Authorized Representative. However, Contractor shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Contractor any amount in addition to the Charges set forth in this Agreement for Contractor's provision of the Services. Contractor Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement set forth on **Exhibit A.1 Compensation.**

8.2 Invoices. Contractor shall prepare and submit to City invoices for payment of all Charges in accordance with this Agreement. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in this Agreement, Contractor shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Contractor's performance of the Services. Contractor is responsible for payment of such Taxes to the appropriate governmental authority. If Contractor is refunded any Tax payments made relating to the Services, Contractor 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 Annual Maximum Payment Amount for all Services under this Agreement.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Agreement, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Contractor 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 Contractor agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Contractor 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, Contractor shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Contractor in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Contractor.

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

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

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

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor 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. Contractor and its subcontractors will perform the Services in compliance with all Applicable Laws

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

10.3 Consents, Licenses and Permits. Contractor 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 Contractor in performing Services and complying with this 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 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, Contractor will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its subcontractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Contractor's or its subcontractors' 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. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Contractor 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 Contractor has any rights to the Work Product that cannot be assigned to City, Contractor 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 Contractor Personnel may not originally vest in City by operation of Applicable Law, Contractor 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, Contractor 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. Contractor irrevocably designates City as Contractor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Contractor will provide to City, and any Person designated by City, access to Contractor Personnel and to Contractor owned Facilities for the purpose of performing audits and inspections of Contractor, Contractor Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Contractor's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Contractor 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 Contractor 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 Contractor, Contractor shall promptly refund such overpayment and Contractor 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 Contractor.

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

14. Indemnification by Contractor.

14.1 General Indemnity. Contractor 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:

(a) Contractor's or Contractor Personnel's performance, non-performance or breach of this Agreement;

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

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

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

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

14.2 **Intellectual Property Indemnification by Contractor.** Contractor 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 Contractor (or any Contractor 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 Contractor hereunder is held to constitute, or in Contractor's reasonable judgment is likely to constitute, an infringement or misappropriation, Contractor 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 AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY PROVIDER"** 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 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 and Bonding Requirements. Contractor shall comply with the insurance and bonding 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 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 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 Contractor, terminate this Agreement:

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

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

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

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this 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 Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Contractor will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "**Termination by City for Convenience**".

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Contractor if Contractor: (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 Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Contractor waives any claims for damages, including loss of anticipated profits. As Contractor'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 Contractor in its business within the thirty (30) days following termination. If requested, Contractor shall substantiate such costs with proof satisfactory to City.

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

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor 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 Contractor 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 agreements existing for performance of the terminated Services, or assign those 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 Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

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

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

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 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 Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, 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 Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this 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. Contractor shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

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

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

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

20.9 Independent Contractor. Contractor is an independent Contractor of City and nothing in this Agreement shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of

profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

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

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

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

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

[Signatures on Following Page]

City of Atlanta

[Contractor]

Mayor

By: _____

Name: _____

Municipal Clerk (Seal)

Title: _____

Approved:

[Using Agency]

Corporate Secretary/Assistant Secretary

[Seal]

Chief Procurement Officer

Approved as to form:

City Attorney

Signature Block Options for Contractor:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

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

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

EXHIBIT A – SCOPE OF SERVICES

PART I

SERVICED FACILITY RAMP-UP SERVICES

The Contractor shall perform services for the following: The Rental Car Center (RCC) is situated on a 98-acre tract adjacent to Hartsfield Jackson Atlanta International Airport (ATL), just west of Interstate 85. The RCC house's multiple rental car companies, either currently operating on or off-airport at H-JAIA. The facility provides approximately 8,700 ready, return and storage spaces in the garage structures, with additional ground storage spaces within rental car exclusive-use areas. The facility includes a multi-level Customer Service Center (CSC), circulation roadways, exterior landscaping, and three (3) Automated People Mover stations: Gateway Station (GICC Station), Central Passenger Terminal Complex (CPTC) Station, and Customer Service Center (CSC) Station – all facilities require mechanical, electrical/electronics, plumbing, building/structure services, elevator/escalator services, exterior grounds services, janitorial services, facilities management operation and maintenance services. Refer to Attachment A to this Exhibit for further description of the Serviced Facility.

The facility opened in the December 2009 time frame. If applicable, the Service Provider is expected to begin providing services (Serviced Facility Ramp-Up Services) on October 1, 2014 under this Contract. Initially this presence is expected to be in the form of senior management personnel to allow the Contractor's leadership to become familiar with the facilities and begin interaction with the Authorized Representative. Approximately mid-October 2014, the Service Provider is expected to have a significant presence on site as substantial work and training will be needed to prepare the Service Provider team to commence Services on November 1, 2014. **Compensation for the Serviced Facility Ramp-Up Services will not be payable by the City until the Service Providers first payment request following commencement of Services in November 2014.**

The Service Provider will be provided Operations and Maintenance Manuals, Commissioning documentation, as-built drawings and specifications, Tenant Lease Agreements, Warranties, and existing maintenance records.

The services to be provided during the Serviced Facility Ramp-Up Services include:

- 1.1. Establish agreements for commodity services (electricity, water, gas, etc.);
- 1.2. Review plans and specifications from the tenants and provide comments regarding issues Service Provider reasonably anticipates might affect the operations and maintenance related costs (i.e. location and use of utility

- meters), equipment locations and access;
- 1.3. Attend progress meetings as requested by the City;
 - 1.4. Assist the City with coordination and organization of time management schedules for the project;
 - 1.5. Tour the facility twice monthly and prepare written reports to the City outlining issues, concerns and questions related to the existing condition of the Serviced Facility.
 - 1.6. Work with the City to coordinate transition of the facility;
 - 1.7. Provide overall facility management coordination with the appropriate jurisdictions and ATL;
 - 1.8. In conjunction with ATL develop a written Physical Security Loss and Prevention Plan;
 - 1.9. In conjunction with ATL review and provide any comments regarding the emergency operation plan for the Serviced Facility which must include an Emergency Evacuation and APM Failure Plan.
 - 1.10. Develop an annual review program by the Serviced Facility tenants and customers of the Contractors performances.
 - 1.11. The Contractor shall develop and submit to the Authorized Representative for approval a Comprehensive Operational Approach Statement that concisely describes how the Contractor intends to meet the requirements of this Contract. The Comprehensive Operational Approach Statement must include a detailed section addressing how the services under this Contract will adjust as the facilities and equipment transition from the Warranty phase. Such Comprehensive Operational Approach Statement shall include, but not be limited to, the following:
 - 1.11.1. Reviewing and making any recommendations to the Authorized Representative of the General Maintenance Tasks and Preventative Maintenance Tasks (Attachment C to this Exhibit A) detailing the types of work to be accomplished and the frequency of this work.
 - 1.11.2. Reviewing and subsequently maintaining a parts and supplies inventory. The City, at no charge to the Service Provider, will provide space within the facility as available for a limited inventory of critical, unique or frequently-used parts and supplies.

The Comprehensive Operational Approach Statement shall include an explanation of how the proposed staffing will meet the contract requirements introduce the Contractor's team, describe which individual positions will be

based on-site and any support off-site. List any Subcontractors and their duties, update and revise as necessary the Contractors proposal regarding the management approach and the approach to communications within the Service Provider's organization and with ATL and summarize the schedule for implementation of all the aspects of this Contract.

- 1.12. Support implementing a management information process by providing accessible, accurate, complete and current information involving the management of this Contract. The management information process will be one vehicle for collecting and reporting management information needed by the Service Provider and the Authorized Representative's use, In addition the Service Provider is to develop communication and reporting processes to interface with Tenants and the Authorized Representative to meet all management information needs.
- 1.13. The Service Provider shall submit a Staffing Matrix/Work Schedule, as exemplified below, which shall include all Service Provider personnel, including subcontractors, providing management, administrative, and technical services and functions necessary for effective and timely accomplishment of the Contract requirements. **In no case will the final accepted Staffing Matrix/Work Schedule entitle the Service Provider to compensation in excess of the amount submitted for the Contract 1st Year Annual Maximum Payment Amount.**

Staffing Matrix/Work Schedule									
Staff/Position Information					Proposed Work Week				
Position	Annual Hours	Avg. Salary	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Supervisor	2080	\$50,000	-	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm	-
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours

- 1.14. The Staffing Matrix/Work Schedule shall be maintained during the life of the Contract and submitted with the monthly invoice.

EXHIBIT A – SCOPE OF SERVICES

PART II

GENERAL OVERVIEW OF REQUIRED SERVICES TO SUPPORT THE SERVICED FACILITY

The Service Provider will be responsible for the overall operation and maintenance of the Serviced Facility for a period of three (35) years, eight (8) months, with two (2) two (2) year renewal options, which may be exercised at the sole discretion of the City. The services will be provided, except as noted herein, for all common use areas, facilities, equipment and services in support of the Serviced Facility.

- 1.0** The work of the Contractor shall include, but not necessarily be limited to, the operation and maintenance, as herein defined of physical building systems, mechanical systems, electrical systems, plumbing systems, roof draining systems, fire protection/alarm systems, CCTV/security systems, specialty systems, miscellaneous equipment, and general maintenance. The contractor shall furnish and supply all labor, supervision, administration, customer service, engineers, tools, materials, and equipment necessary, proper, or desirable for the efficient operation and maintenance of the Serviced Facility.

Contractor acknowledges that the scope of services contained in this Exhibit A and Attachments 1, 2, and 3 represent the minimum services required under the Contract. Any accepted annual operation and maintenance budget is inclusive of this scope of services as well as any additional operation and maintenance duties directed by the City Authorized Representative.

2.0 GENERAL PROFESSIONAL SERVICES

- 2.1.** Hire, train, retain, and develop seasoned on-site personnel to operate and maintain the Serviced Facility, including customer service operations;
- 2.2.** Maintain books and records for the operation and maintenance of the Serviced Facility. All costs of operating and maintaining to be in accordance with the Annual Maximum Payment and will be allocated in accordance with Exhibit A.1 of the Services Agreement;
- 2.3.** Maintain current certificates of insurance on vendors, subcontractors and members;
- 2.4.** Provide monthly financial reports consisting of, but not limited to:

- 2.4.1. Bank Statement;
- 2.4.2. Operating Statement;
- 2.4.3. General Ledger;
- 2.4.4. Year-to-Date Variance Report;
- 2.4.5. Monthly Cash Reconciliation;
- 2.4.6. Month-to-Date Variance Report
- 2.4.7. Check Register;
- 2.4.8. Monthly/Year-to-Date Utility Metrics;
- 2.4.9. Monthly/Year-to-Date Preventative Maintenance Metrics;
- 2.5. Prepare annual budget, identify only recommended Capital Improvements for the Serviced Facility, and a detailed historical report of operating and maintenance costs by components;
- 2.6. Prepare specifications and administer the bidding process for contract and other maintenance related services;
- 2.7. Administer the general and preventive maintenance program for all common use building, mechanical, electrical, plumbing and fire protection systems and equipment on or about the Serviced Facilities;
- 2.8. In accordance with the Annual Maximum Payment, undertake, supervise, and process payments for all operational activities of the Serviced Facilities including but not limited to:
 - 2.8.1. Janitorial;
 - 2.8.2. Landscaping;
 - 2.8.3. Pavement Repairs, Maintenance, and Striping;
 - 2.8.4. HVAC;
 - 2.8.5. General and electrical;
 - 2.8.6. Preventative maintenance program;
 - 2.8.7. Window washing;
 - 2.8.8. Electrical, gas, and water;
 - 2.8.8.1. Perform all required actions to obtain all utility company energy conservation rebates to which the City is entitled. Obtain, complete, and submit the required forms and follow up to assure that the City has received the appropriate rebate forms.

2.8.9. Any other maintenance and or repair activity to ensure quality operation of the Serviced Facility;

2.8.10. Customer Service;

2.8.11. All billing and cost recovery backup information and assist DOA in preparing Tenant billings.

3.0 GENERAL FACILITIES MAINTENANCE SERVICES

3.1. Maintain, initiate, coordinate and supervise all ordinary and extraordinary preventative maintenance, general maintenance, and repair services for the Serviced Facilities in accordance with the manufactures or industry maintenance standards including but not limited to:

3.1.1. Interior and exterior lighting;

3.1.2. Electrical systems;

3.1.3. Plumbing systems;

3.1.4. HVAC and other mechanical systems;

3.1.5. Elevator and escalator maintenance;

3.1.6. General repair including painting, upkeep of all interior and exterior signage;

3.1.7. Fire protection and safety equipment;

3.1.8. Interior and exterior landscaping;

3.1.9. Utility service (electricity, gas, water);

3.1.10. Janitorial services;

3.1.11. Waste and debris management;

3.1.12. Maintain common area parking lots, sidewalks and roadways;

3.1.13. Maintain Access Roads and Ramps to/within Parking Decks/Garages.

3.2. The following items are excluded from services specified in Para 2.1., except through agreement/approval of Mitsubishi Site Director or the DOA Automated People Mover (APM) Manager. Aside from general interior APM station surfaces cleaning:

3.2.1. No maintenance shall be performed on any APM station dynamic signage.

3.2.2. No maintenance shall be performed on any APM station doors, station

door audio speakers, station door warning lights, or AGTS access doors.

- 3.2.3. No maintenance shall be performed on any APM-related decals or other fixed APM signage.
- 3.2.4. Contractor noted discrepancies with any of the above shall be forwarded to the Mitsubishi Central Control Operator (CCO) for action.
- 3.2.5. No maintenance performed in any of the APM stations shall hinder or otherwise obstruct the flow of passengers entering or exiting through the APM Station Doors without approval from the Mitsubishi CCO.
- 3.2.6. No maintenance performed in any of the APM stations will result in obstructing the automatic door opening/closing feature of the station doors without approval from the Mitsubishi Central Control Operator.
- 3.2.7. All customer reported "non-emergency" incidents or service complaints related to the APM shall be reported in writing directly to the APM Manager within twenty-four (24) hours unless they affect passenger safety. In this case, they will be reported immediately to the Mitsubishi Central Control Operator (CCO). All accidents involving personal injury aboard the APM shall be reported to the Mitsubishi Central Control Operator via on-board emergency telephones. The CCO will contact the appropriate Public Life Safety response unit.

3.3. Cost Recovery

Billing, meter reading, utilities, back charges, individual bills, rent, maintenance, janitorial, landscaping, etc.

4.0 Warranties

- 4.1. Maintain, track, file, enforce and administer all claims and periods under Manufacturers', Subcontractors', or Vendors' warranties or guaranties.

5.0 Miscellaneous Work

The Service Provider shall perform miscellaneous mechanical, electrical, plumbing and structural (MEPS) work of a non-technical, technical, or professional nature as requested by the Authorized Representative for miscellaneous work for which the MEPS personnel will be deployed, at no additional cost to the City. If less than twenty (20) hours of such work is requested by the City in any one month, the unused hours can be accumulated on an annual basis at which time all unused hours accumulated during the prior (12) twelve-month period shall lapse. Nothing contained in this paragraph shall limit the right of the Authorized Representative to request

contractor to perform miscellaneous MEPS work in excess of 240 hours per twelve-month period, provided that the City will pay in accordance with the contract requirements.

- 6.0** The maintenance and repair of systems is excluded from the work if required work is a result of fire, explosion, wind storm, hail, lightning, collision, or other catastrophic or nature cause. If required as a result of the misuse, loading in excess of design capacity, intentional damage or vandalism by the City, or its employees, agents or invitees, or by an unauthorized person who breaches the security system, unless caused by the contractor's negligence or willful misconduct. However, the Contractor may be directed to perform work at the City sole option as an increase to the Capped Cost of the Work.

EXHIBIT A –SCOPE OF SERVICES

PART III

GENERAL SPECIFICATIONS AND PROVISIONS

1.0 Document Intent

This article describes general specifications and provisions, which apply to all attached articles, exhibits, and attachments. It provides the Service Provider with the City's direction for performing facilities operation and maintenance activities. The provisions described here are intended to maximize efficiency of operations; increase the useful life of equipment, systems, components, materials, products, and structures and to provide reliable and suitable conditions for the traveling public and building tenants.

- 2.0 Service Levels: Best-in-Practice Service - Best in Practice Intent.** There can be no better service provided by internal or outside means. The Contractor shall provide level of services, equipment reporting and documentation, inspections, general and preventive maintenance programs in a proactive, professional, and accurate manner. Communication and correspondence shall be timely and efficient. Technical personnel shall be professional and proficient on all aspects of the contract work. The quality level shall be maintained to the highest level. Should the City's quality inspections or survey indicate otherwise, the Service Provider shall take immediate and appropriate corrective action(s).

Best in practice does not simply mean additional resources through additional labor but to the method of delivering services. The Service Provider shall provide incentives to foster a positive work environment and demonstrate fiscal responsibility with respect to the Service Provider's personnel, subcontractors, and suppliers as well as to the City.

- 3.0 Implementation Goals** – The Service Provider shall implement a management program that will provide support for the ATL mission and maximize the level of service and support to the customer community within limits of affordability. This program shall:

- 3.1. Employ an innovative, entrepreneurial, and efficient management approach challenging the status quo and traditional methods in formulating and delivering high quality, timely, and cost effective support services.
- 3.2. Implement management strategies that produce an effective response to rapid changes and emergency situations while avoiding or minimizing additional cost through the prudent adjustment of service performance levels.

- 3.3. Incorporate quality concepts in all aspects of the operations, placing highest value on cost reduction without mission support degradation.
- 3.4. Attend customer service excellence training provided by the City.
- 3.5. Practice dynamic planning, balancing short-term service delivery efficiencies with longer range actions for improved mission support at a lower cost.
- 3.6. Achieve common support practices and systems that provide services to multiple customers.

4.0 Security Provisions

- 4.1. In addition to the applicable portions of the Security requirements contained in Exhibit "E" of the Agreement the Service Provider shall:
 - 4.1.1. The Service Provider shall provide assistance and cooperation for all authorized inspections, internal reviews, and audits conducted by the City and other agencies that involve matters related to facilities and services in this Contract.
 - 4.1.2. At no time shall the Service Provider place their lock on any doors(s) on ATL Property without written approval from the Authorized Representative.
 - 4.1.3. The Service Provider shall establish a lock and key control program to maintain and control all keys, access codes and or cards to access locations in the Serviced Facility. The Service Provider shall ensure they secure keys at all times. If the Service Provider misplaces or loses one or more keys and the key or keys are considered to be in critical areas or non-critical areas, the Service Provider shall be responsible to replace all cores and/or locksets if necessary to restore security to the lock system at the Service Provider's cost. The Service Provider shall immediately inform the Authorized Representative and have an action plan to replace and ensure such security compromise does not occur again.
 - 4.1.4. If by fault of the Service Provider, access codes have been compromised, the Service Provider shall be required to change all cipher and combination style lock system codes and/or hardware at the Service Provider's cost.

5.0 Contractor's On-site Security Procedures

- 5.1. The Service Providers' employees and employees of Subcontractors must complete a security requirements training and are required to carry and to visibly display identification badges at all times. Contractor's employees and employees of subcontractors shall immediately report lost or stolen badges to the Authorized Representative.
- 5.2. The Service Provider's employees and employees of Subcontractors shall surrender their badge upon termination of employment.
- 5.3. The Service Provider's employees and employees of Subcontractors must be aware of any security areas which are to be serviced and special arrangements associated with them.
- 5.4. The Service Provider shall establish an electronic sign-in-and-out log upon which the employees of the Service Provider must sign in and out twenty-four hours a day, seven days a week. Daily log sheets are to be retained by the Service Provider and be available for inspection at any time by the Authorized Representative. Electronic records shall be retained for a period of no less than thirty (30) days.

6.0 Safety Provisions

- 6.1. The Service Provider shall be responsible for safety and protection of the Service Provider's employees, tenants, and the traveling public.
- 6.2. The Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work in accordance with the applicable portions of the City's Safety and Health Plan (Exhibit "G") of the Agreement; the Occupational Safety and Health Administration (OSHA) and other governing agencies.
- 6.3. The Service Provider shall report promptly in writing to the Authorized Representative accidents in connection with the performance of the work which results in death, any injury requiring medical treatment other than first aid administered at the jobsite, or property damage, giving full details and statements of witnesses.
- 6.4. The Service Provider shall be required to display appropriate signage to alert the public of unsafe conditions. The use of temporary signs at ATL is a necessary practice. First, and foremost, the Service Provider shall use accurate and concise warning signs. Secondly, it is the ATL policy to notify the traveling public, through the use of signs, whenever any of our facilities such as, but not limited to, restrooms, stairwells, restoration areas, equipment, escalators, and elevators are not in service. These signs will be

used to direct the traveling public to the nearest equivalent that is in service. The unexpected need for crowd control or other deviation from a normal route shall be provided through the use of temporary signs. The Service Provider shall be required to coordinate sign policy changes on an as needed basis.

- 6.5. The Service Provider shall be solely and completely responsible for initiation, maintaining, and supervision of safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to employees on the work site and other persons including, but not limited to general public who may be affected.

7.0 Protection for the Public and Property

- 7.1. The Service Provider shall take all necessary precautions to prevent injury to the public, building occupants, or damage to the property of others.
- 7.2. The storage, positioning, or use of equipment, tools, scraps, trash, and furniture in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.
- 7.3. No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.
- 7.4. Work shall not be performed in any area occupied by the public or building occupants unless specifically permitted by the Authorized Representative and unless adequate steps are taken for the protection of the public or employees.
- 7.5. At all times, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area .
- 7.6. When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under, or over the work area, alternate precautions such as the posting of signs, the use of signal persons, and the erection of barricades or similar protection around particularly hazardous operations shall be used.

- 7.7. When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades.
- 7.8. Barricades shall be removed upon completion of the work, in accordance with local ordinances.

8.0 Identification Requirements

- 8.1. The Service Provider personnel shall wear distinguishing uniform apparel of a design, style and color appropriate to pertinent operations. The uniforms will be collar style shirts in grey or blue and the pants -will be dark blue or black in color. The Service Provider personnel shall have visible nametags(s) that include the company's name, the employee's name and service they provide. The Company name will be located over the left breast pocket area. Supervisors shall wear the same style, design, color and name description with the exception that the tag shall indicate "Supervisor". The Service Provider shall be responsible for subcontractors and special service contractors hired to perform or provide services at the Serviced Facility. These subcontractors shall be required to conform to the same uniform standard as the Contractor.
- 8.2. Failure to uniform personnel properly may result in the removal of the personnel from the site, at the discretion of the designated representative. All costs associated with the removal of personnel shall be born by the Service Provider.

9.0 Contractor Vehicles

- 9.1. Service Provider shall provide all motor vehicles, trucks, and other motor driven equipment necessary to perform the work in this Contract and assume all liability for their operation and use. Service Provider vehicles for use on ATL property shall be registered and insured, shall be kept in good repair and shall be of a type appropriate to pertinent operations and services.
- 9.2. Parking for Service Provider vehicles shall be coordinated with the Authorized Representative and the Atlanta Police Department. Parking spaces that are designated by Authorized Representative for Service Provider use shall be utilized only for work performed under this Contract. Abuses of this policy, as well as the corrective action taken, shall be submitted in writing to the Authorized Representative.
- 9.3. ATL has assumed a leadership role in achieving a reduction in air emissions. ATL has established a phased approach toward achieving the goal of a 100%

clean vehicle fleet. It is the Airport's intention to mandate the use of clean vehicles for Work to be performed under this Contract. Any vehicles used by Service Provider in performance of work associated with this Contract must meet clean fleet requirements.

- 9.4. The purchase cost of the vehicles will be responsibility of the Service Provider and shall be included in their Year 1 Annual Maximum Payment. The Service Provider must ensure the vehicle is maintained in excellent working condition. Any and all maintenance performed on the vehicle will be recorded and reported in the Service Provider's monthly report. All associated costs for maintenance are the responsibility of the Service Provider during the contract period and included in each year's Annual Maximum Payment. The Service Provider shall provide the vehicles required for this Contract with the understanding that at the end of the Contract, any vehicles purchased and charged to this Contract will be turned over to the City.
- 9.5. Service Provider Vehicle Identification: Service Provider vehicles shall be uniform in identification markings, to readily distinguish them from common traveling public, tenants, and delivery vehicles. The Service Provider vehicles shall have a visible logo on each side of the vehicle that includes the Service Provider's company name and service provided (i.e. "Maintenance"). The Service Provider shall be responsible for subcontractors and special service contractors hired to perform or provide services on ATL property.

EXHIBIT A –SCOPE OF SERVICES

PART IV

PROFESSIONAL SERVICES

1.0 Work Management

The City requires the most efficient and effective organization in the industry to manage and maintain the Serviced Facilities. It is the responsibility of the Service Provider to provide professional services that reflects the mission statements of ATL.

2.0 Communication

2.1. The Service Provider shall maintain effective lines of communication with all elements of the ATL, the Serviced Facility tenants and the traveling public to ensure flexible, effective support. The Service Provider shall:

2.1.1. Proactively participate in defining issues, devising solutions to problems and developing future plans.

2.1.2. Develop and deploy an effective customer satisfaction program through the use of “listening and learning” techniques and customer feedback mechanisms that resolve daily problems, leading to long-term process improvements.

2.1.3. Manage relationships with ATL departments, tenants, local governments, agencies, businesses, and community organizations to enhance Contract effectiveness and promote favorable image of ATL.

2.1.4. Inform all customers of changes in level of service or routine before they occur via the Authorized Representative.

2.1.5. The Service Provider shall provide cellular phones, as a minimum, to their management and supervision and other personnel that will be responsible to receive service requests, complaints, instructions, and coordination directly with ATL. The cellular telephone(s) will include a direct connect, hands free and voice mail features. Also, the Service Provider shall provide radios for City’s Motorola 800Mhz network. The direct connect feature will have the capability to be programmed to include subcontractors, Authorized Representative, and other service contractors designated by the City. The cellular telephone, services and message units, including two (2) units for use by the ATL, shall be

purchased by the Service Provider at the sole expense of the Service Provider. The cellular phones are intended to ensure that the Service Provider can be contacted at all times during the course of the Contract. This includes during emergency situations and special events.

- 2.1.6. The Service Provider shall maintain a Contact List of names, emergency telephone numbers and cellular telephone numbers. This list shall be submitted to the City prior to Contract start date and resubmitted as necessary during the Contract period.
- 2.1.7. The City will provide landline business telephone(s) for the Service Provider in order to conduct ATL business. The telephone(s) will be programmed with voice mail and the ability to page the cellular telephone of the Service Provider's supervisory personnel. It is the responsibility of the Service Provider to work directly with Authorized Representative to ensure the landline business telephone(s) are programmed to page the Service Provider's supervisory personnel when a voice mail is received. The purpose of this requirement is to maintain ATL customer focus.
- 2.1.8. The Service Provider shall ensure its employees use City provided phones for official business only. It is the Service Provider's responsibility to monitor their personnel and take action to ensure abuse does not occur. If an abuse does occur, the Service Provider shall act immediately to resolve the abuse, and notify the Authorized Representative in writing that the issue is resolved.

3.0 Coordination

- 3.1. The Service Provider in the course of performing their services will be required to interface with other Contractors, ATL personnel, tenant groups, and facilities groups at ATL to ensure continuity of service and proper coordination of maintenance activities. The Service Provider is responsible to coordinate all activities with all affected parties, including, but not limited to, general maintenance efforts, repairs, equipment shut-down, reimbursable/charge work proposals, emergency responses and facility operation functions.
- 3.2. The Service Provider should anticipate meeting with the Authorized Representative as frequently as weekly for up to two hours to review operating status, specific service issues, upcoming events, etc., as required.

4.0 Work Hours

- 4.1. The Service Provider shall provide on-site coverage and be responsible for the operation and maintenance of the Serviced Facility twenty-four hours per day, seven days per week (including any holidays) as it relates to services under this Contract.
- 4.2. The Service Provider shall adjust work hours depending on available access to locations to perform functions and to the extent possible, must not disrupt ATL operations (including GICC and tenant).
- 4.3. The Service Provider shall be available for emergency situations. If additional staff is required it will be the responsibility of the Service Provider to provide qualified and trained individuals. Temporary employees may be used only with the permission of the Authorized Representative, after the number of staff and duration has been approved.

5.0 Use of Premises

- 5.1. The City will provide office space and storage areas for Service Provider's use only in connection with this Contract. All such City supplied areas or furnishings will be provided in "new or like new" condition. When no longer required or at the completion of the Contract, all City furnished office space and storage areas shall be returned to the City in the same condition as received, approved modifications and alterations.
- 5.2. The Service Provider shall obtain written approval from the Aviation General Manager prior to making any modifications or alterations to the facilities in accordance with **Attachment B, Tenant Concept, Project Submittal, and Construction Guidelines** to this Exhibit A, and such modifications or alterations will be made at the expense of the Service Provider.

6.0 Performance

- 6.1. The Service Provider shall perform all of its obligations and functions under this Contract in accordance with and in adherence to the highest industry standards. The Service Provider shall coordinate its activities with the needs and requirements of the City. All services, staff, equipment, and systems shall be maintained in an efficient and economical manner.
- 6.2. **Minimum** tasks for General and Preventive Maintenance are described in **Attachment C** to this Exhibit A. The list of tasks for each system, or piece of equipment, and/or function, is not intended to be all-inclusive. Operations

and maintenance of a "system" shall include all the components that make that system functional.

- 6.3. The City reserves the right to refuse and/or return, without penalty to the City, any service, product, and/or items provided by the Service Provider which is of poor or unsatisfactory quality or contains defective workmanship or material or fails to meet the standards specified herein.
- 6.4. The Service Provider shall submit all periodic and preventive maintenance task and work schedule changes to Authorized Representative prior to any changes being implemented, in order to ensure ATL operations are not disrupted by any changes in service frequency, method of operation and/or other work functions. The Service Provider shall be proactive in their approach to requirements, changes and modifications and will work directly with the Authorized Representative to ensure the Airport operations are their highest priority.
- 6.5. The Service Provider's staff will maintain daily shift operational logs, in a form satisfactory to the Authorized Representative, for the operation of systems and the reading of gauges, meters and other operational condition indicators. Copies of the logs, or summaries in form satisfactory to the Authorized Representative when requested.
- 6.6. The Service Provider will monitor daily consumption and use of purchased utilities to support accurate (bill back) Tenant charges for utilities provided. The Service Provider will analyze consumption for the purpose of detecting and correcting abnormal consumption of utilities. The Service Provider shall advise the City of any actions that can be taken to reduce consumption of utilities or increase the service life of systems, or to otherwise reduce operating costs.
- 6.7. The Service Provider's on-site staff and home office support personnel shall develop, modify, and execute operating plans and procedures pertinent to the systems on a routine basis in order to assure optimum operational efficiency.
- 6.8. The Service Provider shall maintain its work areas in a neat and orderly fashion, keeping them free from obstacles. The Service Provider shall be responsible for removal of its trash and waste to a dumpster, to be provided by the Service Provider.
- 6.9. The Service Provider's employees shall respond immediately to all emergency conditions at the work site in such a manner as to reduce or eliminate any and all injury, loss of life and damage of property. To that end, the Service Provider's employees shall exercise prudent judgment with regard to the

operation and maintenance of the work site during emergency conditions and shall make timely notifications to the Authorized Representative and operating personnel to expedite the resolution of such conditions. The Service Provider shall immediately comply with any directive issued by the Authorized Representative to resolve the emergency.

- 6.10. Where a newly installed system or major equipment component is added to the list of equipment to be maintained, the Service Provider's service under this agreement shall be limited to the routine operation and maintenance of the equipment during the system or component life span. The City shall require the manufacturer and/or installation contractor to comply with such warranty to cover major repair, correction or replacement of equipment or components found to be defective or improperly installed and arrange for such work to be done. The Contractor shall, however, respond to emergency service calls and shall assist in restoring operations to the extent requested by the City. The City shall reimburse the Service Provider for the expense of warranty period emergency visits where failure of warranty items was the cause thereof. The Service Provider shall notify the Authorized Representative of any warranty problems noted; however this expense is not to be considered as a component of the Cost of Work.
- 6.11. Following the final acceptance of any new system by the City, the Service Provider may make alterations or changes in the system to facilitate routine maintenance procedures. All such alterations or changes must have prior approval, in writing, by the Authorized Representative.
- 6.12. The Authorized Representative may make periodic maintenance inspections of the Serviced Facility systems. During these inspections, all discrepancies and/or irregularities in the maintenance procedures outlined herein may be noted by the Authorized Representative and forwarded, in writing, to the Service Provider. Upon receipt of notice thereof, the Service Provider shall either act immediately to correct the discrepancies and/or irregularities or shall advise the Authorized Representative, in writing, within ten (10) calendar days of the measures that shall be taken to correct the remaining items and the date the work shall be completed. In no event shall the Service Provider require more than thirty (30) calendar days to correct the discrepancies and/or irregularities designated by the Authorized Representative unless an extended period is agreed to in writing by the Authorized Representative. Upon completion of work, the Service Provider shall promptly notify the Authorized Representative in writing. If discrepancies are not corrected within thirty (30) calendar days, the City, at its option, may have such work done independently by others and deduct the cost for this work from the next or subsequent payments to the Service Provider. This right shall be in addition to the City

termination and other rights provided for under this agreement or applicable law.

- 6.13. During the course of this agreement, the Service Provider at its discretion may elect to replace in their entirety components or equipment in lieu of repair when the cost of repair is greater than 75% of the cost of a new component. Replacement of components or equipment shall be equal to or exceed the component or equipment removed from service. In those cases where the equipment to be replaced is no longer available, the Service Provider shall obtain equipment which meets the design characteristics of the equipment replaced. Where equipment is replaced that is not identical to that removed, the replacement equipment shall be approved, in writing, by the Authorized Representative. Notwithstanding the foregoing, no equipment may be replaced without prior written approval by the Authorized Representative.
- 6.14. The Authorized Representative shall be advised in advance of the means, methods, and time schedule of performing work which shall require a system shutdown, and immediate notification shall be made to the Authorized Representative whenever a system failure occurs. In addition, no system shall be shut down for maintenance without the concurrence of the Authorized Representative, which shall not be unreasonably withheld.
- 6.15. The Service Provider shall maintain, repair, and keep in good operating condition all systems of the Serviced Facility. Maintenance shall ensure efficiency, reliability, and minimal unscheduled interruption of service of the equipment. Operating policies and procedures shall incorporate provisions and guidelines set forth in the manufacturer's maintenance and operating instructions and/or submittal data, so that any warranties are not voided. The Service Provider shall plan and control scheduling of all preventive and corrective maintenance tasks, as per the systems or manufacturers specs.
- 6.16. The Service Provider's maintenance scheduling procedure shall include the requirements to accomplish the task, (e.g. special lubricants, tools, parts, materials, etc.). It shall also include a quality assurance and quality control program to ensure that the scheduled preventive maintenance tasks are, in fact, properly completed and completed on schedule.
- 6.17. Records shall be maintained on the job site and a report submitted monthly to the Authorized Representative for all scheduled and unscheduled maintenance.
- 6.18. The Service Provider shall maintain at the site current maintenance and repair procedures and complete parts lists, manuals, as-built drawings, maintenance and operations manuals, warranties, and any other documentation needed to

attain the safe, efficient, and continued operation of all systems and equipment.

- 6.19. The Service Provider shall provide a continuous updating of maintenance procedures, frequencies, and training based upon historical data.
- 6.20. The Service Provider shall maintain at the site an inventory of tools, equipment, lubricants, operating supplies, custodial supplies and spare parts. The inventory shall be updated based upon operating experience in conjunction with direction by the Authorized Representative. The Service Provider will not permit tools, equipment, supplies or materials maintained or purchased for the accomplishment of the work to be used by any other person, agency, office or contractor, unless authorization is expressly given by the Authorized Representative.
- 6.21. The Service Provider shall provide general maintenance of the Serviced Facility to include painting, wall and floor repair, pest control, revolving doors, automatic doors, roll-up doors, doors and hardware, roof repairs, skylight/smoke vents, toilet accessories, loading dock equipment, folding partitions, and minor repairs.
- 6.22. The Service Provider will be permitted access to all devices to be operated and/or maintained, subject to security restrictions issued by the City or other authority.
- 6.23. The intent of the Agreement is to place with the Service Provider the full and complete responsibility for performing the operation and maintenance functions of the Serviced Facility. Expressly included within the Service Provider's responsibility are all labor costs for any and all operation and maintenance of the facilities.
- 6.24. Maintenance personnel shall be on site, as necessary, for the satisfactory performance of the work, as well as for all scheduled maintenance. Unscheduled maintenance and emergency services shall be responded to by the Service Provider by having qualified persons on-call 24 hours a day.
- 6.25. The Service Provider, as part of their responsibilities, shall implement and maintain rigid control to assure against wasteful consumption and/or pilferage by their employees or other persons of the supplies and materials furnished. The Service Provider shall be held fully responsible for any irregularity or misuse determined to be caused by his employees.
- 6.26. The Service Provider shall furnish to the Authorized Representative manufacturer's published product catalogs, including any produced in CD-

ROM or diskette format, for each manufacturer of the items listed in the Contract and shall continue to furnish updates throughout the term of the Contract, as revised and updated versions are published by the manufacturer(s):

6.27. Hazardous Materials: The Contractor shall use products, cleaners, and materials that are not considered hazardous and that will not damage exposed surfaces.

6.28. MSDS binders shall be maintained at the Service Provider's expense throughout the term of the Contract. Binders shall be updated when the manufacturer issues an update or when an item is requested that is not on Contact list.

6.28.1. The Service Provider shall provide proper storage cabinets, containers, and transporting means of hazardous materials/flammable materials. Proper NFPA labels, cautions signs, and warning labels shall be visible and secured to items.

6.29. Dispose of waste materials lawfully. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. All work, including contact with and handling of hazardous materials and wastes, the disturbance of dismantling of structures or equipment containing hazardous materials and/or the disposal of ordinary and hazardous materials and wastes shall comply with applicable Federal requirements including 29 CFR 1910/1926, 40 CFR 260-265, 40 CFR 61, 49 CFR 171-179, and applicable state and municipal safety and environmental requirements. Submit and maintain copies of permits, certificates, and manifests that indicate hazardous waste has been disposed of in compliance with the regulations. Where there is a conflict between applicable regulations, the most stringent shall apply.

6.30. Response and Resolution

6.30.1. The timeliness standard for problem resolution is set forth in the table below. The time shall be measured from the time a request is transmitted to Service Provider until such services/maintenance have been completed. There are events that warrant shorter or longer times to resolve. Timeliness or frequency standards for skilled services are grouped into the eight time frames shown on the following chart.

6.30.2. The Service Provider shall report back to the Authorized Representative when they arrive on site and again when the issue is resolved. The Service Provider shall utilize the OMS computerized maintenance

management software program to track the response and resolution time for each maintenance request and the percentage of those maintenance requests that were not compliant with the Response & Resolution requirements. The Service Provider shall submit this information, with supporting documentation and analysis, in the monthly report to the Authorized Representative.

Table 0-1 Response & Resolution Table (Not limited to examples provided)	
Immediate Response	Events or conditions that potentially threaten life safety, traveling passenger access and comfort, environmental compliance or security of building occupants or content require immediate response. Examples of such events include, but not limited to fire alarms, security risks, HVAC functionality, temperature control requests, floods, spills on floor, lockouts, and first response to conveyance system malfunctions.
Two hours	Service Requests or complaints which cannot be resolved by control operations, as well as events which may disrupt traveling public or facilities occupant's physical comfort, or which may significantly impact energy conservation must receive response within two hours, and should be prioritized over all other work orders. Examples include, but not limited to, security areas, water leaks, and deficiencies that Significantly impact energy conservation, and repairs to fan coils, pumps or motors which affect physical comfort.
One working day	Events which may cause significant inconvenience to passengers and facility occupants should receive response on a same day basis, or at least within one working day. Example of such events include, but not limited to clogged drains or toilets, and broken windows, doors, and locks which do not present immediate security risks.
Two working Days	Events that may cause inconvenience to traveling public and/or facility occupants, although not representing emergencies, should receive attention quickly, since this may affect operations. Examples of events that require two-day resolution include, but not limited to requests for additional keys, requests for service consultations, and missing ceiling tiles.
Five working Days	Most requests for skilled services are for events that should be resolved as soon as practically possible, but can be scheduled to promote work efficiency. Examples shall include, but not be limited to, all routine maintenance work, such as installation, removal, replacement, repair or adjustment of equipment, finishes, or fixtures which require plumbing, carpentry, painting, electrical, electronic, HVAC and related services. Events that may lead to additional problems should be resolved before such problems can occur. An example of this would be floor repairs, stripping and refinishing, which should be completed as soon as possible after being detected.

Thirty working Days	Requests for services that require scheduled facility shut downs, or the use of external parties, cannot be expected to be accomplished within the routine five working day standard. This timeliness level is intended precisely for such exceptions, and should not be used to delay routine work that should be accomplished within five working days. As example of this would be a situation that requires special shutdown, notification, equipment or personnel on site to resolve the service issue.
Projects	Requests for services, which involve a sequence of activities, possibly involving multiple internal and external service providers, should be treated as projects, and specific due dates shall be established for each Project.
Negotiated	Independent of the type work to be performed, there may be instances where the Authorized Representative, or the service provider, requires a specific date which is not represented by the above timeliness standards. In these cases, a date will be established at the time the work is requested.
Scheduled Frequency	Certain services will be provided on a scheduled basis, without being specifically Requested. Scheduled tasks shall be performed within the following schedule: Weekly: One day before, one day after. Bi-weekly: Two days before, two days after. Monthly: Five days before, seven days after. Bi-monthly: Seven days before, ten days after. Semi-Annually: Fifteen days before, fifteen days after. Annually and all greater frequencies: Twenty days before, twenty days after.

6.30.3. The above resolution categories shall not be construed as open limits. The Service Provider shall work diligently to resolve issues without delay at all times.

6.30.4. Initial Response

6.30.4.1. For immediate response category, the Service Provider shall be at the site of the service call within **ten (10) minutes** of verbal or written notification with service technicians with the appropriate technical skills, tools and equipment to diagnose the problem and resolve the issue within the requirements of the Response & Resolution Table. Response shall be measured from the time of notification to physical arrival at the location of the problem.

6.30.4.2. During the initial response, the Service Provider shall be required to rectify the immediate cause of the service call, identify auxiliary services that are precipitated from incident, identify all labor, parts and materials necessary to correct the problem, and notify appropriate contractor's personnel to assist in the final resolution of the problem.

6.30.5. Work Order & Service Call Response

- 6.30.5.1. All service call and work order paperwork forms must be completed and returned to the service call desk within one working day from the day services are completed.
- 6.30.5.2. If the Service Provider determines that the problem cannot be corrected within that timeline, the status shall be reported to the service call desk within the same day.
- 6.30.5.3. The response timelines will be instituted in a computerized maintenance management system. The Service Provider shall identify all work requests that do not adhere to these timelines in the monthly report with justification of occurrence.

6.30.6. General: Service Levels.

- 6.30.6.1. Response Time: The Service Provider shall ensure that all maintenance tasks are performed at the designated frequencies and that all responses to maintenance requests are responded to with urgency.
- 6.30.6.2. The Service Provider shall return an urgent message/page within **five (5)** minutes unless otherwise stated.
- 6.30.6.3. Routine messages shall be responded to within **one (1) hour** during regular working hours, Monday through Sunday, unless otherwise stated. Email is an acceptable response for routine messages.
- 6.30.6.4. Routine service requests shall be provided to the Service Provider through the ATL computerized maintenance management system and shall be completed within the durations identified in the Response and Resolution Table unless an extension is requested and approved by the Authorized Representative.
- 6.30.6.5. Trouble calls that are not emergency or immediate shall be placed to the Service Provider's office phone number and/or generated through the ATL computerized maintenance management system.
- 6.30.6.6. Should an emergency situation arise, the Service Provider shall be contacted through the "direct connect" feature of the cell phones or any other available means.

6.31. Repairs

6.31.1. The Service Provider shall notify the Authorized Representative at least **one (1) week** in advance of any scheduled (non-emergency) utility or functional interruptions.

6.31.2. The status of major equipment or systems not operating or become non-operational during the workday, or any system or equipment item, including Security, Fire Alarm, HVAC systems, and elevators, shall be reported to the Authorized Representative immediately.

7.0 Quality Control

7.1. The Service Provider shall establish, implement and maintain a proactive quality control program that reflects and incorporates quality control processes for all technical staff and quality management practices for all supervisory staff.

7.2. The Service Provider shall maintain production and quality control records for review by the Authorized Representative.

7.3. If any of the services do not conform to Contract requirements, the Authorized Representative may require the Service Provider to perform the services again in conformity with Contract requirements at no additional cost to the City. If the service or task cannot be corrected, the City will be notified. A plan for future performance to meet requirements shall be submitted in writing with a detailed plan of action to ensure the issue will not recur. If performance cannot be improved to contract requirements, a reduction in contract compensation may be exercised to reflect the reduction of service.

7.4. Quality of work will be required, including full performance of specified daily services, starting the first official working day of the Contract period. The Service Provider shall perform all services to maximum capacity up to and including the last Contract day. The ATL provided stocks and supplies in use at the termination of the last official work day SHALL NOT BE REMOVED.

8.0 Performance Evaluation and Enforcement:

8.1. The Operation and Maintenance Services (OMS) Evaluation Program is intended to ensure that ATL standards and procedures are followed, systems are functioning, operating, and maintained properly, facility staff have adequate training, and building occupants' concerns are addressed. The OMS Evaluation Program, Performance Evaluation and Enforcement, defines the

evaluation process and participants, the evaluation criteria, and enforcements incentives to provide motivation for excellence in Contract performance.

- 8.2. The Service Provider is required to participate in the ATL OMS Evaluation Program, Performance Evaluation and Enforcement. The Contractor shall acknowledge the authority of the ATL OMS Evaluation Committee and shall be bound by the Evaluation Report recommendation.
- 8.3. The Evaluation Report shall be based upon a judgment evaluation by the ATL OMS Evaluation Committee. The Service Provider shall provide highest level of services under this Contract as stated in the specifications and provide the utmost service to achieve the highest possible rating within the program.

9.0 Contractor Personnel

- 9.1. The Service Provider shall provide competent personnel at all times during the performance of this Contract to contend with any such situations including emergency, disaster, act of God, and other such occurrences that should require immediate and long-term attention.. All employees of the Service Provider shall have the ability to understand, take direction, speak, read and communicate in fundamental English. The City reserves the right to spot check employees of the Service Provider to enforce this requirement at anytime during the course of this Contract.
- 9.2. The Service Provider shall provide and maintain technically competent supervisory personnel as required in the specifications. The Service Provider's supervisor(s) must have a minimum of seven years technical experience and a minimum of three years in supervision.
- 9.3. A supervisor shall be on the property or readily available whenever employees are performing their duties. The supervisor may be a working supervisor.
- 9.4. The Service Provider's supervisor(s) shall have the ability to perform tasks as required to complete work schedules. Their primary role is to direct the work effort, oversee the work functions, and audit the performance of others to determine the completeness and quality of services.
- 9.5. No person shall be designated by the Service Provider as a Supervisor, a Manager, or be placed in a supervisory position at any time without the Authorized Representative's prior written approval. The Service Provider shall provide proper documentation, including all specified requirements, for such an individual to the Authorized Representative. The Authorized Representative shall not unreasonably withhold or delay approval of this Individual. No conditional approvals will be made.

- 9.6. The Service Provider shall satisfy the Authorized Representative that the Service Provider's supervisors: are fully licensed and trained; have had extensive on-the-job experience in each discipline under their supervision; have an intimate knowledge of the various tasks, equipment, and materials in order to properly train and direct the employees in their individual tasks. This also includes the ability to use computers, associated hardware, business equipment, and the work order management system program. The Authorized Representative will actively participate in, and have the right to approve, the selection of individuals responsible for the management, maintenance, and operation of the facilities.

10.0 Training Requirements

- 10.1. The Service Provider shall develop and implement a comprehensive program for training personnel in the requirements of the Services provided for the specifications. The training program shall include well-defined and developed training methods, materials (instructor and trainee) schedules, and evaluation plans. Training evaluations shall be designed to evaluate training effectiveness and knowledge transfer. The Authorized Representative shall review all draft-training materials prior to training implementation.
- 10.2. The Service Provider shall report on all training conducted each month in the monthly report.
- 10.3. The Service Provider shall provide a summary of the monthly training in the annual report.

11.0 Contract Staff

- 11.1. The Service Provider's principals shall be responsible for the development and implementation of long-range plans, day-to-day operation of the facilities, and institution of programs including equipment operation, preventive maintenance, energy conservation, energy management, cost control and allocation, budgeting and manpower utilization. The City can reasonably demand removal and replacement of any employee of the Service Provider's staff.
- 11.2. The Service Provider's management personnel shall meet the following standards:
- 11.2.1.1. To be familiar with all contract requirements and to ensure that they are properly performed.

- 11.2.1.2. To be responsible for the performance of a qualified and reliable staff for all scopes and services.
 - 11.2.1.3. To evaluate all equipment and systems.
 - 11.2.1.4. To maintain an effective energy conservation program.
 - 11.2.1.5. To carry out policies and procedures concerned with safety and work methods.
 - 11.2.1.6. To ensure that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
 - 11.2.1.7. To establish a program for the acquisition, storage and serviceability of all operating materials, tools and equipment.
 - 11.2.1.8. To be responsible for maintaining a high quality of service at minimum cost when subcontracting work which cannot be performed by on-site personnel.
 - 11.2.1.9. To maintain the work order system for the control and assignment of all routine and non-routine maintenance. This system is to include the work performed, where performed, personnel assigned, and time and material estimates.
 - 11.2.1.10. To ensure that work responsibilities are allocated properly among staff by developing and implementing manpower schedules, work methods and procedures designed to obtain low cost and efficient operations.
 - 11.2.1.11. To be responsible for the establishment of performance standards for each phase of work and for adherence to standard policies and quality levels.
 - 11.2.1.12. To regularly and systematically analyze the performance effectiveness of the scope of services to initiate corrective action when necessary.
 - 11.2.1.13. To perform periodic preventive maintenance and safety inspections.
- 11.3. Flexibility of staffing is an essential aspect of the services required at ATL. Modifications to services or staffing may be required by the Authorized Representative. Any service or staffing changes requested by the Service

Provider will be well planned and implemented with minimum negative impact to the traveling public, tenants, and property of the Serviced facility and must be approved in writing by the Authorized Representative prior to implementation.

- 11.4. The Service Provider shall maintain their workforce in a technically competent manner and to the level of these specifications and the industry "best in practice" requirement. They will be well trained in their respective activities, and maintain the appropriate efficiency and customer services attitude to meet the service demands at ATL.
- 11.5. The Service Provider shall comply with all state and federal regulations concerning maximum work hours, environmental conditions and other employee considerations.
- 11.6. The Service Provider and all its personnel shall maintain a good attitude and behavior. All Service Provider personnel must exhibit high character, cooperative spirit, and congenial attitudes at all times they are on the ATL premises.
- 11.7. The Service Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary including removal from the site.
- 11.8. At the Authorized Representative's request, the Service Provider shall immediately remove from the premises or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 11.8.1. Neglect of duty.
 - 11.8.2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
 - 11.8.3. Theft, vandalism, immoral conduct or any other criminal action. selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
 - 11.8.4. In possession of any type of weapon on ATL property.
 - 11.8.5. Organizing or participating in any form of gambling.
 - 11.8.6. Misuse of equipment, computers, or internet access.

11.8.7. Failure to follow DOA Internet Security Policies.

- 11.9. The Service Provider shall monitor and manage the performance of all employees. In the event that the Authorized Representative determines the performance of an employee to be sub-standard, it will be the responsibility of designated representative to bring this concern to the attention of the Contactor in writing. When sub-standard, performance of an employee is detected by the Service Provider or is reported to Service Provider by the Authorized Representative, the Service Provider shall take immediate action to improve the performance of that employee to the expected level through the application of performance management practices. If the employee fails to demonstrate the necessary improvement in performance, the Service Provider shall initiate disciplinary actions up to and including termination of employment.

12.0 Key Personnel

- 12.1. The following general descriptions of key personnel are intended to outline the duties of each such classification. They are not intended to fully describe all duties to be performed by workers of each classification.

12.1.1. Facility Manager

- 12.1.1.1. The Service Provider shall provide a Facility Manager, to be approved by the Authorized Representative, whose presence at the work site is required between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding legal holidays, and at any other hours or days as may be required or approved by the City of Atlanta. The Facility Manager must be reachable at all times, 7 days per week, including holidays.
- 12.1.1.2. The Facility Manager is the Service Provider's designated representative and is responsible for the overall performance of the Contract. The Facility Manager will report directly to the Authorized Representative and will have the authority to fully represent the Service Provider in all respects of this Contract.
- 12.1.1.3. The Facility Manager shall possess a minimum of ten (10) years experience in the management of maintenance activities for systems, equipment and components substantially comparable to the systems, equipment and components found at the Serviced Facility which the Service Provider is obligated to maintain under this Contract.

12.1.2. Chief Facility Engineer

- 12.1.2.1. The Chief Facility Engineer is responsible for the overall operation and maintenance of infrastructure and systems supporting the Serviced Facilities. The Chief Facility Engineer will report directly to the Facility Manager and will have the authority to represent the Service Provider regarding any issues associated with the operation and maintenance of the equipment, systems, infrastructure, warranties, and engineering practices associated with the Serviced Facilities.

12.1.3. Customer Service Representative Supervisor

- 12.1.3.1. Provide accurate and courteous information to the tenants, and the traveling and general public visiting at the Serviced Facility, (i.e. - provide information about the Airport's facilities, amenities, and services, including escort, and coordinate any assistance that may be needed to move people through the Serviced Facility) including:

- 12.1.3.1.1. Monitor and evaluate performance of Customer Service Representative (CCR), including coaching and counseling as needed.

- 12.1.3.1.2. Schedule placement of CCRs at various Serviced Facility stations weekly, rotating CCRs throughout all stations on a regular basis.

- 12.1.3.1.3. Ensure that work areas are clean, organized, and stocked with brochures.

- 12.1.3.1.4. Conduct an inspection of all CCRs, according to the Dress Code, at the beginning of each shift.

- 12.1.3.1.5. Furnish the Customer Service unit with a Daily Schedule, quarterly and annual Employee Performance Evaluations, and written Daily Incident Reports listing all emergencies.

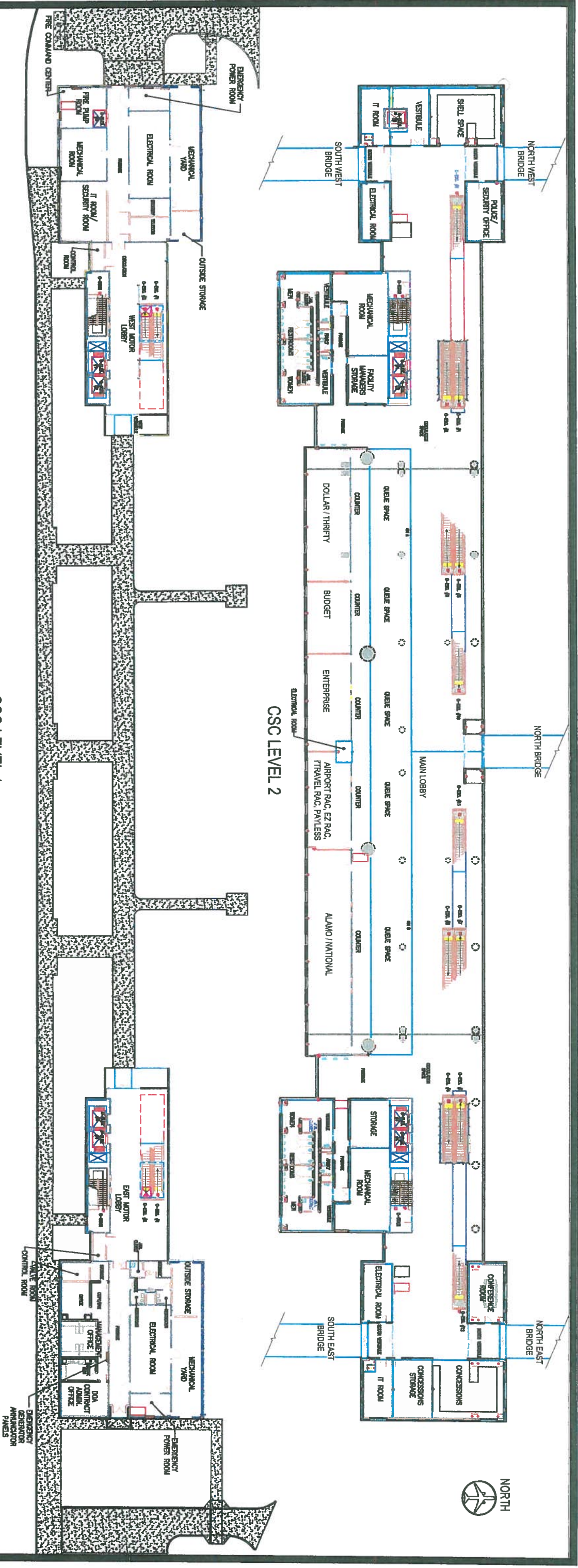
- 12.1.3.2. In addition the Customer Service representative will also be able to perform all of the following duties whenever necessary:

- 12.1.3.2.1. Welcome visitors and provide accurate and courteous information about the ATL facilities, services, and amenities.

- 12.1.3.2.2. Guide, direct and escort visitors as needed, including access to AT&T Language Line or non-English speaking visitors.
- 12.1.3.2.3. Act as liaison between the Airport, the public, and the Airport tenants to resolve problem situations.
- 12.1.3.2.4. Follow-up on Customer Service calls, and project a positive and professional image while representing the Airport.
- 12.1.3.2.5. Update information manuals to ensure a current reference of Airport facilities, amenities and services.
- 12.1.3.2.6. Assist other Airport operations as requested, providing support for special events.
- 12.1.3.2.7. Provide escorts to special-needs passengers as needed.
- 12.1.3.2.8. Keep Airport Brochure dispensers and directories stocked with Shops and AED Brochures.

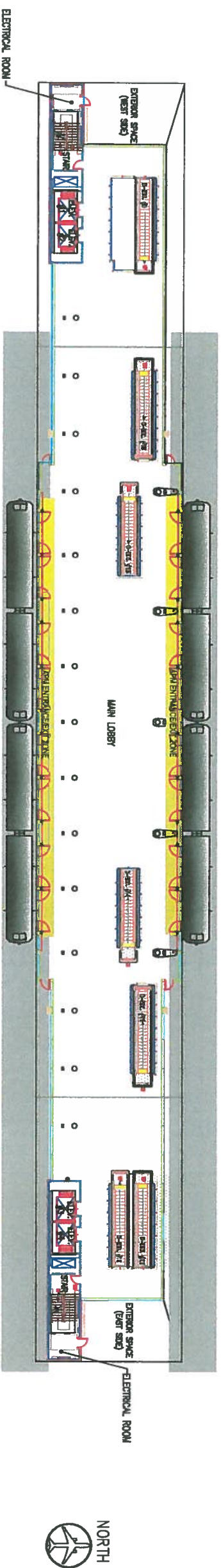
ATTACHMENT A

SERVICED FACILITY

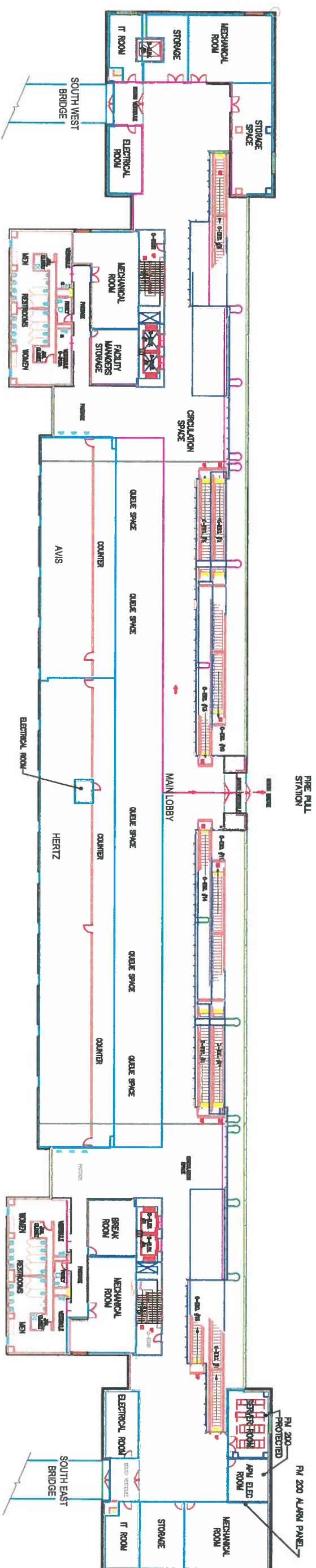


RENTAL CAR CUSTOMER SERVICE CENTER (CSC)





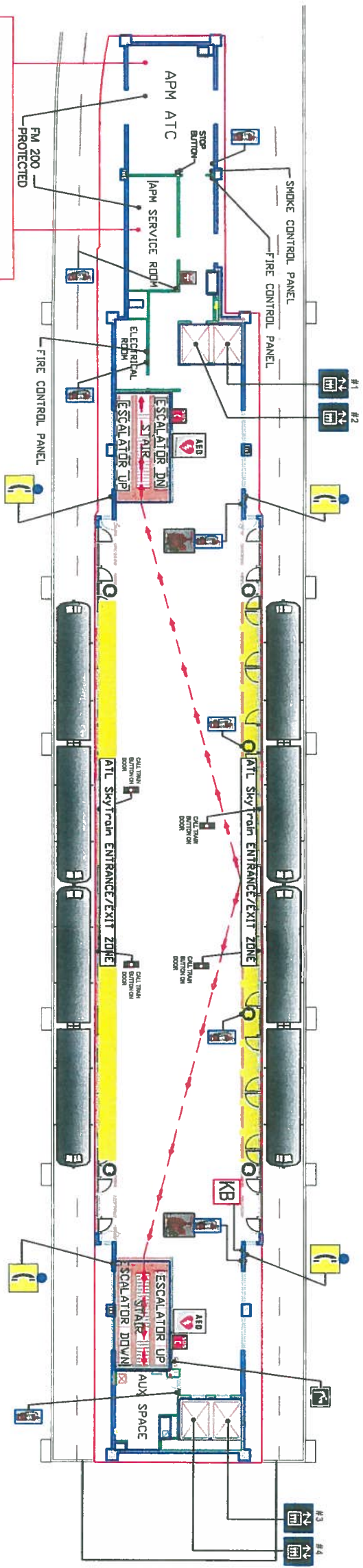
CSC LEVEL 4



CSC LEVEL 3

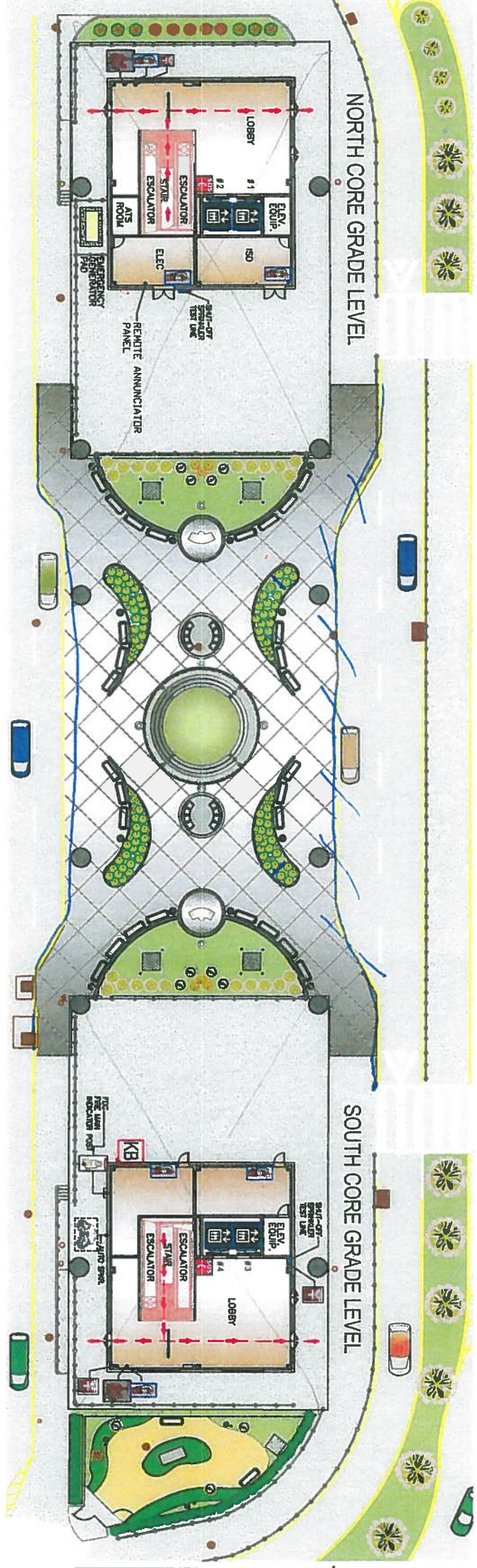
RENTAL CAR CUSTOMER SERVICE CENTER (CSC)





For Access to ATL SkyTrain (APM)
 Areas Please Contact Crystal Mover
 Services at (678)681-6601
 Mobile (404) 304-2549

AIRPORT STATION PLATFORM LEVEL

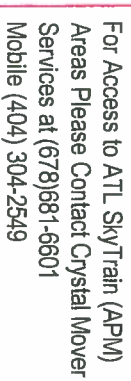


AIRPORT STATION LOWER LEVEL

LEGEND

	ELEVATOR		FIRE EXTINGUISHER		EMERGENCY TELEPHONE
	CALL TRAIN BUTTON		WATER FOUNTAIN		FIRE PULL STATION
	KB KNOX BOX		AED		EGRESS ROUTING
	EMERGENCY TELEPHONE TO ATL SkyTrain CENTRAL CONTROL		FDC FIRE HOSE CONNECTION		FIRE HOSE & COUPLING





SEPT. 24, 2009



ATTACHMENT B

TENANT CONCEPT PROJECT SUBMITTAL AND CONSTRUCTION SCHEDULE

Tenant Concept, Project Submittal and Construction Guidelines

Manual: P&D Policies and Procedures

Procedure: 13-300

Effective Date: 12/12/08

Approved by: Tom Munn
Director of Environmental & Technical Services

8/11/08
Date

Approved by: Matt Davis
Director of Planning

7/16/08
Date

Approved by: [Signature]
Director of Project Management

7/21/08
Date

Approved by: Frankal [Signature]
Director of Engineering

8/5/08
Date

Released by: James L. [Signature]
Asst. General Manager - Planning & Dev.

8/12/08
Date

Released by: [Signature]
Asst. General Manager - Capital Projects

12/12/08
Date

4/16/2008	Provide clarity to the procedure steps and add the appropriate forms.			
Last Revised Date	Description	Approved By		
Revisions				

1.0 PURPOSE

The purpose of this procedure is to provide the Tenant with guidelines for submittal of a facility modification or construction project.

2.0 SCOPE

This procedure applies to all Tenants (Airlines, Vendors, Department of Aviation (DOA) occupants & DOA etc.). The Tenant Concept, Project Submittal & Construction Guidelines were conceived and written to be general guidelines. Tenants/Contractors/Sub-contractors shall be responsible for remaining current on updates & revisions.

3.0 RESPONSIBILITIES

3.1 Tenants and Leaseholders are responsible for:

- Submitting the required documentation with their proposed project;
- Constructing the project in accordance with the DOA approved submittal;
- Notifying the appropriate parties when revisions are necessary; and
- Obtaining required permits from appropriate agencies in accordance with P&D procedure 04-001, "Construction Permitting".

3.2 Document Control is responsible for receipt, processing, and transmitting the Project Submittal to the Director of the Engineering/Facilities or designee.

3.3 Director of Engineering/Facilities or designee is responsible for:

- Logging the submittal into the database;
- Initiating the review of the Tenant/Leaseholder project submittal;
- Obtaining approval/rejection from the reviewers;
- Obtaining the appropriate approval signatures; and
- Returning the package to the Tenant.

4.0 PROCEDURE

4.1 Concept Submittal

- 4.1.1 Concept Submittals are required from all Tenants by the Department of Aviation. The Department of Aviation highly recommends the Tenant solicit guidance & approval on a conceptual design prior to incurring the expense of the concept design.
- 4.1.2 The tenant shall utilize P&D procedures 04-300, "Design Guidelines" and 04-200, "CADD Standards" as the design guidelines.
- 4.1.3 All concession related projects must begin the review process through Department of Aviation Concessions Management. Upon approval to proceed from Concessions Management, concession construction projects must follow this procedure for Department of Aviation Planning and Development review.
- 4.1.4 Projects that affect the Art Program shall use this procedure and 03-350, "Art Program".

- 4.1.5 Projects that require a Federal Aviation Administration (FAA) Form 7460-1, "Notice of Proposed Construction or Alteration", shall use this procedure and 03-100, "Monitoring Construction or Alteration Affecting Air Navigation".

4.2 Project Submittal

- 4.2.1 Tenants/leaseholders are responsible for submitting the complete project submittal including all supporting documentation (DOA required forms, drawings, specifications, etc.) to DOA Engineering via the DOA Bureau of Planning and Development (P&D) Document Control located at 1255 South Loop Road, College Park Georgia, 30337, during normal business hours of 8:00am – 5:00pm. All submittals received after 2:00pm will be processed on the next business day.

- 4.2.2 The submittal shall include the following as a minimum:

- 4.2.2.1 Two (2) original copies of the H-JAIA Tenant Concept, Project Submittal and Construction Guidelines Acceptance Agreement (Appendix B);

- 4.2.2.2 One (1) DOA Scope of Work Form (Appendix C);

- 4.2.2.3 One (1) DOA Tenant Project Review Comment Log Sheet (Appendix D);

- 4.2.2.4 One (1) DOA Spatial Data License Agreement, if required (see P&D procedure 03-800, Spatial Data License Agreement");

- 4.2.2.5 Five (5) sets consisting of three (3) full-sized sets and two (2) half-sized sets of plans and specifications signed and sealed by a Professional Engineer or Registered Architect with a Georgia Seal; and

- 4.2.2.6 Two (2) electronic copies of the PDF version of plans and specifications.

- 4.2.2.7 One (1) electronic AutoCADD version of plans.

- 4.2.3 Following is a list of items that the tenant should, as a minimum, include in Appendix C:

- 4.2.3.1 Detailed project description that clearly identifies the scope of the project;

- 4.2.3.2 Project Start and End Date. Details about any phases, including demolition and construction when appropriate;

- 4.2.3.3 Staging, lay down, or storage areas to be used;

- 4.2.3.4 Identify need for DOA Staging Area(s) if necessary. A separate request for Staging Area approval will be needed for this item as required in P&D procedure 03-550, "Logistics Planning";

- 4.2.3.5 Work times;

- 4.2.3.6 Contractor parking needs and locations;

- 4.2.3.7 Identify area surrounding project and any possible impacts to other tenants, operations, or the general public;

- 4.2.3.8 Planned material delivery and debris removal times
 - 4.2.3.9 Intended haul routes for material delivery and debris removal. This will need to include gates, roads, doorways, hallways, stairwells, and elevators to and from the job site within the area of H-JAIA.
 - 4.2.3.10 Dumpster locations
- 4.2.4 Tenant/leaseholders are responsible for electronically submitting the DOA Tenant Project Review Comment Log Sheet (Appendix D) to the DOA Facilities Department at (DOA.Facilities@Atlanta-Airport.com) with-in twenty-four (24) hours after delivery of a Project submittal to the P&D Document Control.
- 4.2.5 Tenants are prohibited from allowing contractor/designers to act on their behalf.
- 4.3 Project Review
 - 4.3.1 P&D Document Control shall process the Tenant Project Submittal in accordance with P&D procedure 02-126, "Document Control Processing Functions & Submitting/Retrieving Documents".
 - 4.3.2 P&D Document Control shall deliver the Tenant Project Submittal to the P&D Director of Engineering/Facilities or designee.
 - 4.3.3 The Director of Engineering/Facilities or designee is responsible for logging the submittal into the appropriate database.
 - 4.3.4 The Director of Engineering/Facilities or designee shall initiate a thorough review with the appropriate discipline leads and divisions to ensure compatibility with existing facilities and H-JAIA systems (see Appendix A).
 - 4.3.5 The Director of Engineering/Facilities or designee shall schedule and chair all necessary meetings.
 - 4.3.6 The Director of Engineering/Facilities or designee shall sufficiently coordinate and assure communications through all phases to minimize impacts on other airport tenants and airport operations.
 - 4.3.7 P&D Planning and Design shall ensure compliance with Airport signage and way finding in accordance with P&D procedure 13-010, "Airport Signage and Graphics".
 - 4.3.8 The review comments by the discipline leads and divisions as noted on Appendix A or by those directed by the Director of Engineering/Facilities shall be placed on the DOA Tenant Project Review Comment Log Sheet (Appendix D), then saved to the project folder as directed by the Director of Engineering/Facilities or designee.
 - 4.3.9 The P&D Director of Engineering/Facilities shall prepare a cover letter for the Tenant Project Submittal package. The reviewed project submittal shall be marked and returned with the one of the following:
 - 4.3.9.1 Approved as submitted;
 - 4.3.9.2 Approved with exceptions noted;

4.3.9.3 Revise and Resubmit; or

4.3.9.4 Rejected. The rejected project will have a written explanation.

4.3.10 When the package is ready for transfer to the tenant, the P&D Director of Engineering/Facilities shall assure the stamping of the drawings and specifications and acquire the necessary signatures. The package will be processed through Document control as required, logged out of the database, and returned to the tenant.

4.4 Project Permitting through Bureau of Buildings

4.4.1 Upon approval by The Department of Aviation a project must be submitted by a Tenant to The City of Atlanta, Bureau of Buildings for Review & Permitting.

4.4.2 The Bureau of Buildings WILL NOT review a submittal for modifications, alterations or other construction related projects unless the project has been stamped and signed by The Department of Aviation Planning & Development Assistant General Manager or designee.

4.4.3 A permit from The Bureau of Buildings does NOT Authorize a Tenant's Contractor to proceed with construction. Tenant must first request a pre-construction meeting with Department of Aviation Facility Management Group (DOA.Facilities@Atlanta-Airport.com) in order to receive a "Notice to Proceed" to begin construction.

4.5 Construction

4.5.1 All approved projects must be constructed in accordance with the Approved Project Submittal to include corrections to any exceptions noted.

4.5.2 Any deviation from the approved project must be re-submitted to DOA Planning & Development for review and approval as noted in section 4.3.

4.5.3 For Security Purposes, any tenant requesting drawings of the Central Passenger Terminal Complex will be required to submit a completed Spatial Data License Agreement in accordance with P&D procedure 03-800, "Spatial Data License Agreement". For more information, the tenant shall contact the DOA Facilities group via DOA.Facilities@Atlanta-Airport.com.

4.5.4 The Tenant's Contractor shall ensure compliance with:

4.5.4.1 Airport operations requirements and regulations, including Security Identification Display Area (SIDA) badging, Customs Seals, Airport Drivers Training, and Security Plans. Contact DOA Security at (404) 530-6667 for all security items.

4.5.4.2 All applicable building codes and state and local laws, regulations and ordinances.

4.5.4.3 Federal Aviation Administration (FAA) advisory circulars, orders, and other applicable FAA directives.

4.5.4.4 Airport construction guidelines (Appendix E), and

4.5.4.5 City and State requirements for contractor licensing and bonding, and with permit requirements of all other governmental agencies having jurisdiction.

4.5.5 The Tenant's Contractor shall provide at project completion all as-built documentation in hard copy and electronic (CADD) formats in accordance with P&D procedures 04-300, "Design Guidelines" and 04-200, "CADD Standards".

5.0 DOCUMENTATION

All documentation shall be processed in accordance with P&D procedure 02-126, "Document Control Processing Functions & Submitting/Retrieving Documents".

6.0 REFERENCES

P&D 02-126	Document Control Processing Functions & Submitting/Retrieving Documents
P&D 03-100	Monitoring Construction or Alteration Affecting Air Navigation
P&D 03-350	Art Program
P&D 03-550	Logistics Planning
P&D 03-800	Spatial Data License Agreement
P&D 04-001	Construction Permitting
P&D 04-200	CADD Standards
P&D 04-300	Design Guidelines
P&D 13-010	Airport Signage and Graphics

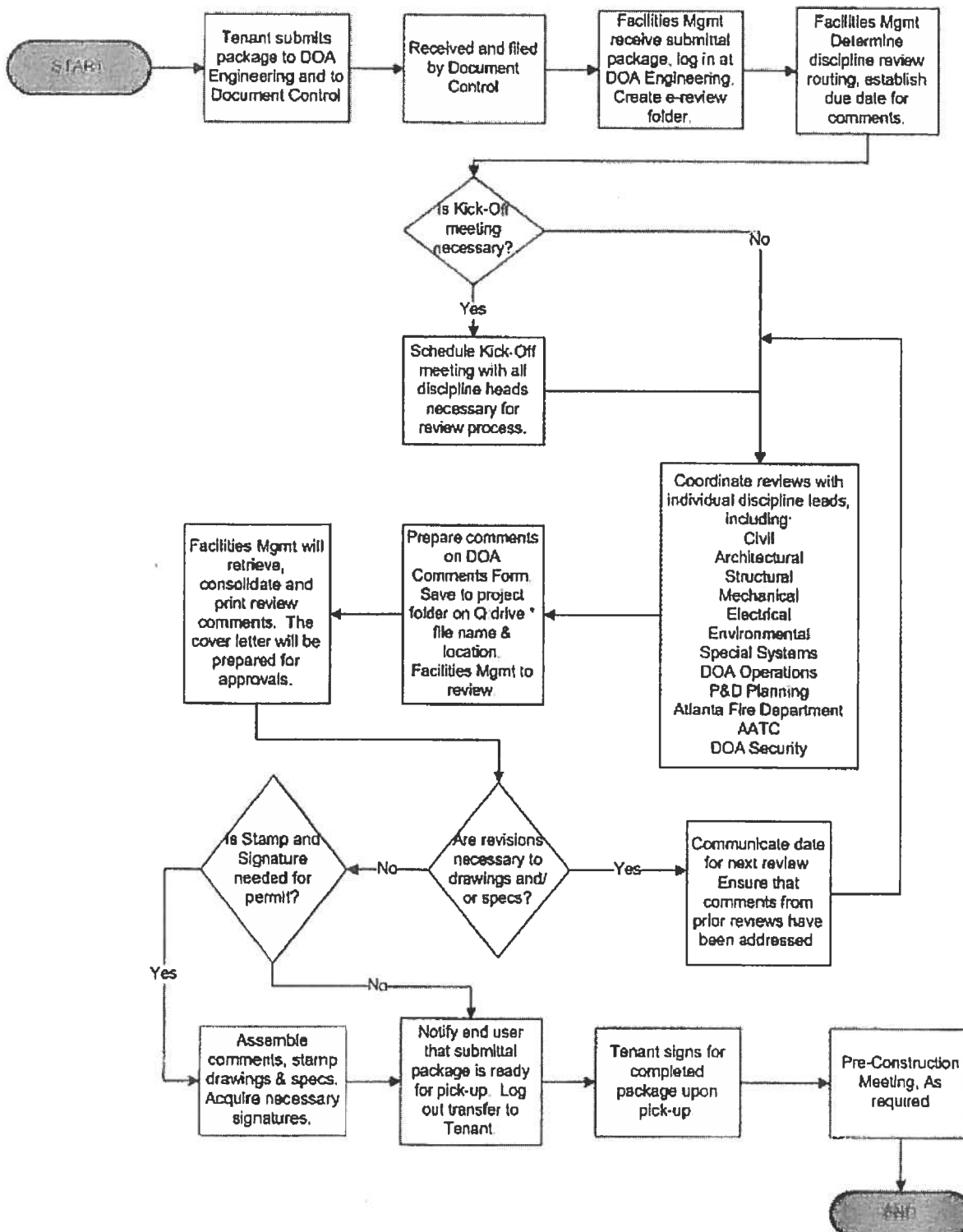
7.0 APPENDICES

Appendix A	Review Process Flowchart
Appendix B	H-JAIA Tenant Concept, Project Submittal and Construction Guidelines Acceptance Agreement
Appendix C	DOA Scope of Work Form
Appendix D	DOA Tenant Project Review Comment Log Sheet
Appendix E	Airport Construction Guidelines

Appendix A

Review Process Flowchart

DEPARTMENT OF AVIATION
BUREAU OF PLANNING & DEVELOPMENT
Engineering Drawing & Specification Review Process



Appendix B

H-JAIA Tenant Concept, Project Submittal and Construction Guidelines Acceptance Agreement



Tenant Concept, Project Submittal and Construction Guidelines acceptance agreement

PROJECT NAME: _____
PROJECT LOCATION: _____
TENANT/ENTITY NAME: _____

RECEIPT AND ACCEPTANCE OF THE CONDITIONS IDENTIFIED IN THIS DOCUMENT ARE ACCEPTED AND AGREED TO BY THE TENANT UPON RECEIPT BY THE ASSISTANT GENERAL MANAGER OF PLANNING AND DEVELOPMENT WITH THE DEPARTMENT OF AVIATION OF THIS FORM ATTACHED WITH A SUBMITTED PROJECT

Please note the Tenant must sign this document; the Department of Aviation will not accept this document from the Tenant's contractor.

Requestor should submit any supporting documentation necessary to fully explain the purpose of your Project. This can include sketches, drawings, specifications and other material to provide the Department of Aviation a clear understanding of your project. The supporting documentation should include, but not be limited to (as applicable):

1. Floor Plan	2. Electrical Impact
3. HVAC Impact	4. Plumbing Impact
5. Fire Protection Modifications	6. Security Plan
7. Life Safety Modifications	8. NLVR/Roadway Plan
9. Building Management System	10. Emergency Egress Plan
11. Non DOA Standard Finishes	12. Staging/Phasing/Logistics Plan
13. Access Change Public/Employee	14. Voice Communications Plan
15. Lighting Impact	16. Data Communication Plan
17. Signage Plan/Impact	18. Storm water Impact
19. Emergency Power Plan	20. Miscellaneous

The information as described in the Department of Aviation Tenant Concept, Project Submittal and Construction Guidelines has been reviewed and accepted by

(Tenant / Owners Name)

Tenant/Owner/Agent has agreed to the conditions, guidelines, rules and regulations as described in this document and have authorized

Tenant's Agent

the authority to sign this agreement to allow listed Project to proceed.

Tenant/Owner/Agent	
	Print Name
Tenant/Owner/Agent	
	Signature
Date	

Appendix C

DOA Scope of Work Form

USE THE ATTACHED DEPARTMENT of AVIATION COVER LETTER FORMAT FORM for PROJECT REVIEW/SUBMITTAL REQUEST for APPROVAL or PERMITTING with the CITY of ATLANTA BUREAU of BUILDINGS. REVIEW REQUIRED for ALL CONSTRUCTION in or on City of Atlanta Department of Aviation (DOA) Properties (*e.g., Concessions Build out/Remodel, Signage, Furniture, Fixtures, Equipment, New Building, Remodeling, etc.*)



Department of Aviation Scope of Work Form

DATE SUBMITTED: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

TENANT/ENTITY NAME: _____

TENANT/ENTITY ADDRESS: _____

CONTACT NAME: _____

PHONE: _____

EMAIL: _____

PROJECT DESCRIPTION:

(DESCRIPTION OF PROJECT)

GENERAL ITEMS:


1. The work under this agreement shall be completed according to all applicable local, state, national and federal regulations, ordinances, codes and laws.
2. Contractor and all sub-contractors are required to comply with City of Atlanta/Department of Aviation Safety Policy.
3. Contractor and all sub-contractors are required to comply with City of Atlanta/Department of Aviation Environmental Programs.
4. Contractor and all sub-contractors are requested to comply with City of Atlanta/Office of Contract Compliance guidelines.

PROJECT SPECIFIC ITEMS:

- A. (LIST ALL PROJECT SPECIFIC TASKS HERE)

Appendix D

Project Review Form

 Hartsfield-Jackson Atlanta International Airport	Department of Aviation - Tenant Project Review Comment Log Sheet	Cover Sheet
PD Code: PD-08-XXX-Rx		
Project Title:		
Dates	P&D Contact	
Project Received:	Facility Manager:	
Comments Returned:	Phone Number:	
Responses Received:	Email Address:	
Review Complete:		
<p>Responses/Action Taken must be given for all comments. Responses to all comments must either state concurrence with comment and action to be taken or reason for non-concurrence with comment.</p> <p>Acceptance/Response statements and Open/Closed are intended to document Reviewers concurrence to responses.</p> <p>Note: An updated Construction Cost Estimate and Project Schedule should accompany all submittals.</p>		
Additional Notes:		
<div></div>		
Document Revision #: 20080418		

Appendix E

Airport Construction Guidelines

PROPERTY AND CONCESSIONS CONDITIONS

1. Executed Agreement: That the Lessee/Concessionaire shall not undertake any work upon the premises until and unless a Lease, Permit, Consent to Assignment of Lease/Permit ** (or) ** Concession Agreement, License Agreement or Consent to Assignment of Agreement** covering the property upon which the construction is to be performed has been fully executed by all the parties. For additional information call DOA Properties @ (404) 530-6600 or DOA Concessions @ (404) 209-2100
2. Sublease: That an executed copy of your sublease agreement with current leaseholder has been submitted with the project submittal to HJAIA and that Sublessee shall not undertake any work upon the premises until and unless a Consent to Sublease covering the property upon which the construction is being performed has been fully executed by all the parties (Lessee, Sublessee, and HJAIA) prior to construction.
3. No Reimbursements: None of the costs incurred for this construction shall be reimbursable by HJAIA, through rent credits or any other means, unless otherwise stipulated in your Lease agreement or specifically detailed under a separate Construction Reimbursement Agreement.
4. Vacant Property/Lease space: Lessee/Concessionaire/Tenant shall maintain all vacant, unused or abandon space in their Lease agreement per DOA standards including but not limited to Life Safety, Security, BMS, Cleanness, Demising walls for integrity & finishes.

ENVIRONMENTAL CONDITIONS

5. Tenant shall adhere to the best management practices described in the current edition of the Department of Aviation's *Tenant Environmental Compliance Guide*. Additionally, at a minimum, Tenant shall comply with all regulations described in the guide and its appendixes. Tenant shall provide to the Director of Engineering copies of all project-specific mitigation, spill/emergency response, and hazardous management plans, where applicable, for approval prior to starting work. Also, Tenant shall provide to the Director of Engineering copies of all required environmental permits prior to starting work. For additional information call DOA Environmental at (404) 530-5500

FIRE DEPARTMENT & PERMIT CONDITIONS

6. EPA/EPD Fire Department Permits: Tenant shall fulfill all other requirements of the City of Atlanta Fire Department (AFD). This includes obtaining the required EPA/EPD Permits for tank registration, installation, and/or removal, and may also include requirements for submittal of a Hazardous Business Plan, to obtain Hazardous Disclosure Certificates, and for annual renewals which are administered by the EPA/EPD. Tenants Contractor or Sub-contractor can request information on additional permit DOA/AFD permits (welding, cutting, etc.) by contacting the Inspection Division of AFD at (404) 530-6639. Copies of the permits shall be provided to HJAIA's Engineering and Project Management Division prior to the start of construction. Evidence of a current business plan shall be filed with the Engineering and Project Management Division within 30 days of tank installation. For additional information call the DOA Fire Department at (404) 530-6639.

TELECOMMUNICATIONS CONDITIONS

7. Submittals: Work/ Projects require DOA/HJAIA approval and all submittals shall follow same process and policies: Tenant shall submit all information technology (IT) plans for upgrades and new installation as required to the DOA, P&D Division of HJAIA. for review. For additional information contact DOA ISD Group at (404) 209-4080

8. Permission: Tenant has permission to install, modify, and add IT facilities and services within the leasehold or assigned area as submitted in their construction approval request. That Tenant shall not install IT facilities or services outside of Tenant's leasehold or assigned area except as given separate specific written permission by the DOA, P&D division of HJAIA .
9. Wireless: That you shall not install or contract to install or use any licensed or unlicensed radio or wireless systems, including IEEE 802.11 and Bluetooth technologies, unless given separate specific written permission by the DOA, P&D division of HJAIA. You shall not install any antennas except as given separate specific written permission by HJAIA, whereby you agree to install according to HJAIA policies and standards.
10. HJAIA Facilities: That you shall not utilize HJAIA IT facilities or services, nor shall you use existing non-Tenant IT facilities or services, except as given separate specific written permission by HJAIA ISD, whereby you agree to install according to HJAIA ISD standards.
11. Interference: That you shall not cause interference in any form - physical, non-physical, operational, electrical, or electronic. That you shall reimburse HJAIA for all costs and expenses related to investigation and corrective measures resulting from interference.
12. Demarcation: That you shall not establish a Minimum Point of Entry (MPOE) as defined by the Georgia Public Utilities Commission, the Federal Communications Commission, Local Exchange Carriers, and/or other IT service providers, in the Tenant leasehold area or non-leasehold areas. The location of all MPOE's on HJAIA property is subject to change by HJAIA with proper notification and coordination with respective Tenants.
13. Resale: That you shall not sell, lease, or trade IT facilities or services to other HJAIA Tenants without prior express written consent from the HJAIA Assistant General Manager.
14. Compliance: That you shall perform all IT work in compliance with all applicable codes, regulations, and standards, including the following: HJAIA, the City of Atlanta, the Transportation Security Administration, the Federal Aviation Administration, the Federal Communications Commission, the National Electric Code, the National Electrical Safety Code, the Electronic Industry Association and the Telecommunications Industry Association.
15. Documentation: That you shall submit as-built plans identifying all IT facilities and services installed outside of Tenant leasehold or assigned area. All drawings shall be submitted in both hardcopy and in current AutoCAD release, and HJAIA shall have the right and capability to manipulate such drawings.
16. Identification: That you shall label all IT facilities and equipment installed outside of your leasehold or assigned area to identify owner, contact information, and date installed.

TECHNICAL CONDITIONS

17. Tenant shall adhere to the best management practices described in the current edition of the Department of Aviation's *Electrical Compliance Guide*. Additionally, at a minimum, Tenant shall comply with all regulations described in the guide and its appendixes. Tenant shall provide to the Director of Engineering copies of all project-specific plans, where applicable, for approval prior to starting work.
18. Utility Meters: Tenant/Concessionaire shall install private utilities meters as outlined in your ** Agreement type ** (**must confirm condition is included in lease agreement**) and that a complete listing of meter numbers and locations (room numbers) shall be provided to DOA and AATC upon the completion of the project.

19. Electrical Sub meters: Tenants shall install tenant utility sub meters in HJAIA main Electrical room or in a HJAIA designated location. Meter shall be of the Digital type that reads Kilo-Watt-Hour/demand and must be approved by P&D Engineering.
20. Electrical Power: Power utilization, itemized load & total load requirements to include the electrical circuit source must be identified and approved by the DOA Electrical Engineering Group and comply with National Electrical Code. If unauthorized connection to a power source is identified the unauthorized connection may be de-energized by the DOA for safety reasons.
21. Conduit: That any and all conduit shall be concealed from public view unless otherwise approved in writing by DOA/HJAIA, conduit can be no less than ¾" EMT, utilizing a minimum of compression type connectors, metal boxes and the support system must be maintained to structure or per national electric code as directed by the DOA.
22. Ramp Lighting: That a photometric layout of the ramp area, showing proposed lighting levels shall be submitted to HJAIA for review and approval prior to the start of construction. All ramp areas shall have a minimum illumination level of one (1) foot-candle with a Uniformity Ratio of 4 to 1. Light fixtures shall be designed such that potential interferences with airfield operations are minimized. All ramp lights shall pass a nighttime burn test before they are put into service. This burn test must be scheduled and coordinated with the Airfield Operations Section.
23. Underground Utility Detection: That all underground utility conduits shall have a minimum cover of 18" and shall have identifying detectable conductor placed in the trench above the conduit. The detection tape shall be made of metalized foil laminated between two layers of inert plastic film, 6 inches wide and a minimum of 4.5 mils thick.

That tape shall bear a continuous printed message to conform to the utility within the trench and shall use the following color-codes.

Safety Red	Electric and lighting conduit and cables
Safety Yellow	Gas, oil, steam, petroleum, or gaseous materials
Safety Orange	Telephone, alarm, or signal cables and conduit.
Safety Blue	Potable water or irrigation
Safety Green	Sewer or drain lines

The detection tape shall be placed directly above and reasonably horizontal for the full length of the conduit. For conduits with less than 4 feet of cover, install tape 4 to 18 inches below the sub grade surface and at least 12 inches above the conduit.

24. Penetration of Floor Slabs: That Tenants Contractor/Sub-contractor shall scan all floor slabs and perform due diligence prior to any drilling, core drilling, embedding or demolition of any conduits and other utility lines. Maintaining the structural integrity around a penetrations shall be the responsibility of the Tenant/Contractor or Sub-contractor.
25. Abandon Penetrations: Tenants Contractor shall cover any new, existing or abandon slab penetrations (floor/Ceiling) at all times during construction. All Abandon penetrations shall be filled per DOA standards and maintain structural integrity and compliance with local regulations and codes.

26. Signage: That any proposed signage or graphics shall be the subject of a separate request for approval by DOA Signage & Graphics/HJAIA prior to fabrication or installation. Such request shall include complete installation details showing letter style and size, sign dimensions, and specifications describing materials and color. Signs shall be in accordance with and be approved by HJAIA Sign Code or similar related criteria adopted by HJAIA. Approved tenant improvement projects do not constitute approved signage or graphics.
27. Materials Samples/ Colors: That all finish material samples and colors shall be furnished to the DOA P&D Department for review and approval for any space private, public/Common use.
28. Materials/ Finishes: That all materials and finishes shall comply with and be approved by DOA P&D Department and meet or exceed all applicable codes and regulations for any space private, public/Common use.
29. Minimum Height: That all new wall-mounted light fixtures, televisions, and other design elements, which extend past the finish face of the wall, and are within the circulation area, shall have a minimum 7' – 4" clearance to finished floor and be approved by HJAIA before installing.
30. Access Control and Alarm Monitoring System (SACS/ACAMS): Tenant shall install any and all access control and alarm monitoring systems (SACS/ACAMS) equipment as specified by HJAIA and is consistent and compatible with HJAIA's existing SACS/ACAMS. Shop drawings for these systems shall be submitted to HJAIA security for approval prior to their installation. Notice shall be given to the all HJAIA Departments as required at least 48 hours prior to disturbing the existing SACS/ACAMS system.
30. Tenant shall adhere to the best management practices described in the current edition of the Department of Aviation's *Mechanical Compliance Guide*. Additionally, at a minimum, Tenant shall comply with all regulations described in the guide and its appendixes. Tenant shall provide to the Director of Engineering copies of all project-specific plans, where applicable, for approval prior to starting work.
31. LEED: Passenger buildings and structures shall be LEED (Leadership in Energy and Environmental Design) Certified for New Construction and Renovations. The Level of LEED Certification will be evaluated on a project by project basis. However, the intent is to provide all facilities with the highest level LEED certification attainable.
32. Building Management Systems (BMS) / Fire Suppression and Life Safety Systems: All submittals shall follow the same process and policies.
 - 32.1 This package shall contain plans, engineering drawings and scope of work, proposed location of new devices, sequence of operations, and a construction schedule.
 - 32.2 That all BMS, Fire Suppression and Life Safety Systems, will be like & consistent with existing current systems and devices operating within HJAIA to include addition of monitoring display (graphics) information as required.
 - 32.3 That all Fire Suppression and Life Safety field devices, conduits and J-Boxes must be painted "red" and labeled to assist personnel in quickly identifying Fire/Life Safety system devices. No conduits; j- boxes and devices may be attached to partition walls.
 - 32.4 The Fire Suppression and Life safety schematics and sequence of operation, located in the control monitoring center, must be updated after any construction.
 - 32.5 That any necessary communication software and/or hardware needed to maintain the BMS, Fire Suppression and Life Safety equipment shall be supplied to HJAIA.

- 32.6 That HJAIA shall maintain all rights to programs and data generated. The term "program" means all software and hardware generated and/or written to operate the BMS, Fire Suppression and Life Safety System. Copies of new upgraded software shall be supplied electronically and by hard copy. The term "data" means all new and existing Fire and Heating, Ventilation, and Air Conditioning (HVAC) points migrated from the field devices to the existing BMS to include graphics. Field devices include all the existing and future Direct Digital Controllers (DDC), Field Processing Units (FPU), Field Interfaces, and all addressable fire points.
- 32.7 That demolition of BMS, Fire Suppression and Life Safety equipment during construction may only occur, provided that P&D review approval is granted and AATC has been notified and approval granted in the required advance notice.
- 32.8 If due to construction, it is evident that a portion of the Fire Suppression and/or Life Safety System will be off-line, a list of devices, their addresses, and a map of the area impacted will be furnished to AATC in the form of a shut down request. Immediately before a portion of the Fire Suppression and/or Life Safety System is inoperative, implementation of a fire watch to comply with HJAIA and AATC requirements shall be in place, at no cost to HJAIA. This fire watch shall remain in place until successful testing of the Fire Suppression and/or Life Safety System is completed. P&D and AATC shall be notified and approval granted before cancellation of a fire watch.
- 32.9 It is the responsibility of tenant's Contractor to maintain all fire suppression/life safety and emergency egress systems during construction. Tenant's Contractor shall provide and/or maintain temporary illuminated egress lighting and exit signs connected to emergency back-up power throughout the affected areas under construction.
33. Backfilling: Projects requiring HJAIA approval and all submittals shall follow same process and policies: All underground infrastructures shall be inspected and approved by The City of Atlanta Bureau of Buildings or HJAIA Inspector prior to being backfilled. All underground utilities shall require a "plan and profile" to be submitted for review.
34. Driveways, Curbs, & Gutters: Projects requiring HJAIA approval and all submittals shall follow same process and policies: All driveways, curbs, and gutters shall be constructed in accordance with HJAIA Standards and inspected.
35. Cranes: That no crane may be utilized in drilling the soil test holes without the express permission of the HJAIA Inspector. If such permission is granted, the crane height shall be coordinated through the FAA 7460 process to ensure proper coordination with FAA, DOA Planning and DOA Operations.
36. FAA Notification: Approval shall be obtained from the Federal Aviation Administration for the use of any equipment exceeding 15 feet in height. Federal Aviation Administration Form 7460-1 shall be completed, together with a drawing showing the location, type, and height of the equipment submitted to DOA Planning for coordination with FAA and DOA Operations.
37. Airside Pavement Striping: The Airlines will coordinate all gate pavement striping to ensure compliance with applicable FAA Advisory Circulars. Striping plans and aircraft parking plans must be submitted to DOA P&D Department for review. This review will be conducted by the Department of Aviation Airfield Planning Manager Sr.

38. Hold Harmless: Tenant shall defend, indemnify, and save harmless the City of Atlanta and all its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for, or on account of, any injuries or damages received or sustained by any person, persons, or property arising out of, or based upon, any event or condition occurring or existing as a result of the construction hereby approved during the course of construction, or at any time following completion thereof. **(***must be included in each construction approval.)**
39. Liability Insurance: Tenant Contractor shall provide liability insurance as defined for the Insurance Requirements.
(*must be included in each construction approval.)**
40. Labor and Material Bond: That before beginning work tenant's Contractor shall comply with the requirements of the Tenant's Agreement by securing a Labor and Material Payment Bond in the amount of fifty percent (50%) of the construction contract price.
41. Mechanic's Liens: That no mechanic's or materials' lien shall be permitted to be attached to the installation or the land on which it is located during or after construction.
42. Logistics Information: Material and equipment storage to include staging requirements require a full logistic plan. The plan shall conform to all DOA logistics guidelines. For additional information contact DOA Logistics @ (404) 530-5500
43. Airfield Security: Tenant shall coordinate with the Airport security, for required airfield security in connection with this project. For additional information contract DOA Security @ (404) 530-6667
 - 43.1 TENANT'S CONTRACTOR shall identify all construction vehicles, including Sub-contractors, in a manner as required by DOA/HJAIA Department of Aviation Security that is consistent with Transportation Security Regulations (TSR).
 - 43.2 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.

Protocols for Escorting

- 43.3 Escorting is limited to a valid ATL/SIDA badged employee of a Tenant/Contractor or Subcontractor with approved DOA escorting privileges on their ATL badge .
- 43.4 An escorting request form shall be submitted to DOA Security by the Contractor or Subcontractor and approved by a DOA Security Manager a minimum of 24 hours prior to a required escort. The ATL/SIDA badged employee performing the escort for the Tenant/Contractor or Sub-contractor shall perform no other services/duties during the escort.
- 43.5 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 43.6 Tenant/Contractor/Sub-contractor with a valid ATL badge and DOA approved escorting. Authorization may escort employees of a Sub-contractor to a work site, escorting shall not exceed five (5) unbadged employees per one (1) ATL/SIDA badged employee with escorting privileges. Once at the approved work site authorized ATL/SIDA badged employees of the Tenant/Contractor or Sub-contractor with escorting privileges on their ATL badge shall supervise the unbadged Sub-contractors at all times.
- 43.7 Tenant/Contractor or Sub-contractor requiring (3) three escorts for a specific Project shall request ATL/SIDA badging.

**Construction Contracts within Sterile Area (Terminal or Concourses)
Highest level of Security required.**

- 43.8 All personnel (badged or escorted) must have a valid ATL badge or employee photo ID displayed on the outermost garment, waist high or above at all times. The employee badge must contain the employee's name, Contract or Sub-contractor name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 43.9 Maximum vehicular escort—one (1) approved Tenant/Contractor/Sub-contractor marked Vehicle when operated by a badged employee of the Tenant/Contractor/Sub-contractor with escorting privileges is permitted to escort no more than two (2) vehicles at (1) one time.
- 43.10 All vehicles requiring escort must access and egress the AOA through a pre-approved HJAIA/DOA security gate. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 43.11 All escorted vehicles must obtain an escort permit, valid for up to ten (10) hours, at Gate 59. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 43.12 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances. No other non-badged sub-contractor/personnel may be left at work site during this time without the required escort.
- 43.13 If escorting of non-badged Contractor or sub-contractor is required, an approved sponsor agency (Tenant, Contractor, DOA, AATC, HACM, H-JCM, Tenant, Contractor or Sub-contractor, etc.) must perform full time escorting. An Escort Request Form must be submitted too and approved by DOA Security a minimum of 24 hours in advance of required escort. For additional information contact DOA Security @ (404) 530-6667
- 43.14 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 a DOA Facilities manager, construction manager or project manager for verification if requested. In general, tools will not be allowed to pass through the checkpoint area.

GENERAL CONDITIONS

Notification: Notice shall be provided to Department of Aviation Facility Management Group & P&D Engineering on all projects or construction being performed at HJAIA.

In addition the following must be notified:

- Projects on Terminals D South or E Concourse notify TBI @ (404) 530-2021
- All Terminal Projects notify Terminal Operations, telephone (404) 530-2021.
- For all Airfield Projects notice shall also be given to the HJAIA Airfield Operations Division, telephone (404) 530-6620, at least Seventy-Two (72) hours before any personnel or materials are moved onto HJAIA property.

Tenant and Contractor shall comply at all times with any and all oral and/or written instructions issued by the above HJAIA representatives regarding the following on HJAIA property:

TENANT'S CONTRACTOR SHALL INSTALL AN APPROVED DOCUMENT DISPLAY DEVICE OUTSIDE THE CONSTRUCTION WALL (DOOR OR WALL) PROVIDING THE FOLLOWING INFORMATION

- (A) TENANT'S NAME & CONTRACT INFORMATION
- (B) CONTRACTOR'S NAME & CONTACT INFORMATION
- (C) APPROVED PROJECT START DATE
- (D) APPROVED PROJECT COMPLETION DATE
- (E) APPROVED HOURS OF OPERATION

Protocols for Contractor's Support Equipment

Tenant's Contractor shall request permission and register all support vehicles (cars and trucks) and construction equipment (lifts, forklifts, work boxes, trash dumpsters, etc.) operating on the HJAIA premises during a Project. Approved vehicles shall display operating certificate inside vehicle front window at all times. All support equipment will require an identification tag and shall be attached to equipment at all times. Operating certificates and identification tags must be obtained from DOA Landside Operations at (404) 209-4142. Unapproved vehicles and equipment will be subject to removal by the DOA at the expense of the Tenant/Contractor.

44. Contractor Information

- 44.1 Tenant's Contractor shall be responsible for ensuring all necessary AOA badging and associated training is current for all employees of Contractor and Sub-contractors.
- 44.2 Doors or openings through security barriers or partitions shall be maintained secured 24 hours a day. If the doors or openings are unlocked, properly badged or authorized Contractor provided Personnel shall maintain doors under continuous control observation.
- 44.3 Tenant's Contractor must ensure that all tools and construction materials are fully secured at all times to prevent all passengers or unauthorized persons from gaining access to them beyond security checkpoints and security screening areas or in the CPTC.
- 44.4 Failure to comply with the above-stated requirements will result in suspension of work by HJAIA DOA -P&D division, Airport Security or Airport Police.

- 44.5 Hours available to Tenant's contractor will be discussed and communicated in the Pre-Construction Meeting. The hours of work are dependant on airline and airport operations. In case(s) of Irregular Operations (IROPS) the hours available to a contractor or sub-contractor are subject to change without prior notice.
- 44.6 The work site shall be maintained as safe, clean and orderly at all times, especially if viewable by the public.
- 44.7 Tenant and tenant's contractor will restore contiguous areas affected by the improvements to original condition.
- 44.8 Tenant's contractor shall obtain all necessary federal, state, county and city permits and shall comply with all applicable laws, codes, and regulations in addition to Airport rules and regulations regarding security badging, OCIP badging and Customs Seals.
- 44.9 Tenant's contractor working on Airport-controlled facilities or property must be duly licensed and provide proof of adequate insurances.
- 44.10 Tenant's contractor is responsible for contacting Utilities Protection Center @ 1-800-282-7411 for notification to owners of all buried utilities before digging. Contractor(s) are required to adhere to the rules, regulations and laws associated with Georgia Utilities Protection Center. In case(s) of accidental disturbance of utilities it is the immediate responsibility of the contractor to notify the utility owner and DOA. It is also the responsibility of the contractor to coordinate the repair of interrupted utility per the timeline and requirements stated by the DOA, P&D Department and any other matters where the proposed construction may create problems or present operational interruption to HJAIA.
- 45. Pre Construction Conference: That a pre-construction conference shall be held at least seven (7) days prior to commencement of construction. Please contact DOA Concessions @ (404) 209-2100 or DOA Facilities Management @ (404) 530-5500
- 46. Construction Commencement: That construction must commence within 90 days of the date of this letter, after which date this approval shall be void.
- 47. Construction Coordination: All planned and active construction activities will be reported on a monthly basis to the appropriate Logistics, Operations, and Construction Coordination Team (Airside, Landside and/or Terminal) meeting.
- 48. Approvals: All construction or installation hereby approved shall be accomplished in strict accordance with all applicable laws, ordinances, and building codes. Tenant shall secure approval or submit for review and comply, as required, with all conditions imposed by federal, state, and local governmental agencies having jurisdiction.
- 49. Disabled Access: That access for the disabled shall be provided, as required by the Americans with Disabilities Act of 1990 (ADA), and any and all other applicable statutes, rules, regulations, and/or ordinances.
- 50. Temporary Barriers: That the temporary construction barricade shall be constructed per DOA/HJAIA requirements. Common interior barricade walls shall be a minimum of 8 feet high, constructed of drywall, finished, painted and installed on a plywood/hardboard base per DOA/HJAIA requirements to prevent floor damage. Access doors to construction areas shall be self-closing, metal type and secured using a Best or equivalent seven-pin type cored locking device operating using green, orange, sand or other construction core as required by the DOA.

51. Construction Drawings: A Project Submittal must be submitted to City of Atlanta DOA Planning and Development for a full review. This submittal will require Five (5) sets (2 full-sized sets and 3 half-sized sets) of detailed plans and specifications. The plans must be signed and sealed by a Professional Engineer or Registered Architect. Three of these sets of Construction Documents will be returned to you upon approval by Department of Aviation Planning and Development. Your copies of Construction Documents (drawings and specifications) will be stamped and signed by the DOA Assistant General Manager or his designee.

The City of Atlanta Bureau of Buildings will not accept plans associated with Airport property for review unless they have been reviewed and approved by The Department of Aviation Planning and Development Assistant General Manager or Designee.

52. As Builts: That one set of "as constructed" drawings and specifications shall be furnished to HJAIA (along with any appropriate Operation and Maintenance Manuals) promptly upon completion of work. As built drawings shall list Building, Plumbing, Heating Ventilation Air Conditioning (HVAC), and Electrical Permit Numbers and all sub-meter locations and meter numbers. All As Built drawings for HJAIA facilities and all "as constructed" drawings shall be prepared and submitted, using HJAIA's Computer Aided Design (CAD) Standards and Procedures. Copies of documents are available from the HJAIA Engineering and Project Management Division. All drawings submitted by Tenant's company shall be accompanied by the CAD computer file used to print or plot the drawings. These computer files shall comply with the current HJAIA CAD Standards and Procedures, and shall contain all drawing data, which appears on the drawings.
53. Existing Conditions: Tenant's representative shall be responsible to locate all existing substructures by investigating/surveying the project site and searching existing records maintained by HJAIA's Planning and Development Bureau and AATC. Should any utility be disturbed or damaged during the work, the Contractor shall notify HJAIA's Planning and Development Bureau and AATC immediately. Tenant shall be responsible for all costs associated with the repair or replacement of any damaged utility and affected property. It is the responsibility of the tenant's designer contractor to verify other architectural and MPE As-Built existing conditions.
54. Condition of Improvements: The installation shall at all times be maintained by you in good condition or repair and in accordance with any agreement pertaining to the premises existing at this time.
55. Debris: All debris resulting from construction or incident thereto shall be maintained by tenant's contractor per HJAIA standards and promptly removed throughout the project and immediately upon completion of work and disposed of off HJAIA property.
- 55.1 Tenant's Contractor or Sub-contractor must have prior approval from DOA Facility Management, Logistics or AATC before receipt of a dumpster. DOA Airside Operations shall be notified of a trash containment dumpster of any type throughout a project if located on HJAIA property.
- 55.2 Dumpster must remain covered at all times while on HJAIA property. The maintaining of a covered dumpster is the sole responsibility of the Tenant/Contractor/Sub-contractor requesting the dumpster.
- 55.3 All trash and debris must be maintained inside container while on HJAIA property.
- 55.4 Trash and debris in and around the container are sole responsibility of Tenant/Contractor or Sub-contractor and must be maintained at all times.

- 55.5 Tenant's Contractor shall tag container using the DOA approved equipment tag to include tenant's name and contact information, as well as the contractor's name and contact information.
56. Temporary Facilities: The temporary facilities requested for and approved under this Project Submittal shall be removed at completion of the Project or other specified dates unless prior approval has been obtained from the DOA.
57. Trailer: An office/construction trailer must be approved by Department of Aviation before installing and shall be removed on or before specified date, and the premises restored to as good a condition as previously established or condition agreed to by the DOA.
58. Department of Aviation Construction Approval: The Contractor shall be provided a Construction Approval Letter or verbal approval and may be required to present the enclosed Construction Information, properly executed, to the DOA Representative at the pre-construction conference, or at least 72 hours prior to the commencement of any construction.
59. Required Signatures: Tenant shall not commence Construction or Project enabling work of any type until The Department of Aviation Scope Letter and all required documents are executed by the Tenant as indicated in accordance with this document to The Department of Aviation Document Control and electronic request issued to the DOA Director of Facilities. The documents must be executed by an authorized (Employee) representative of the Tenant. Tenant hereby agrees to comply with and be bound by the above-enumerated conditions on behalf of itself and its successors, assigns and has caused the same to be executed by its duly authorized officers.

**** or ****

If not a Corporation, use the following:

Receipt by The Department of Aviation of The Project Scope letter for approval and your acceptance of the conditions enumerated herein shall be acknowledged by executing and dating, where indicated below, and returning the signed document to DOA Document Control.

60. Spatial Data License Agreement: Any Tenant requiring drawings of the Central Passenger Terminal Complex will be required to submit a completed Spatial Data License Agreement.

ATTACHMENT C

GENERAL AND PREVENTATIVE MAINTENANCE TASKS

**RENTAL CAR CENTER
MINIMUM SERVICES**

PM	Description	Asset	Freq. Time
1473	Hot Water Pressure Washer	HWPW-1	Monthly
1477	Periodic 01: Pressure Wash Center Plaza Area Sidewalks		Weekly
1481	Escalator 1	ESC-1	Monthly
1482	Escalator 2	ESC-2	Monthly
1483	Escalator 3	ESC-3	Monthly
1484	Escalator 4	ESC-4	Monthly
1485	Escalator 5	ESC-5	Monthly
1486	Escalator 6	ESC-6	Monthly
1487	Escalator 7	ESC-7	Monthly
1488	Escalator 8	ESC-8	Monthly
1489	Escalator 9	ESC-9	Monthly
1490	Escalator 10	ESC-10	Monthly
1491	Escalator 11	ESC-11	Monthly
1492	Escalator 12	ESC-12	Monthly
1493	Escalator 13	ESC-13	Monthly
1494	Escalator 14	ESC-14	Monthly
1495	Escalator 15	ESC-15	Monthly
1496	Elevator 1	ELEV-1	Monthly
1497	Elevator 2	ELEV-2	Monthly
1498	Elevator 3	ELEV-3	Monthly
1499	Elevator 4	ELEV-4	Monthly
1500	Elevator 5	ELEV-5	Monthly
1553	Fire Pump	FP-1	Monthly
1555	East Generator G-1	G-1-Q	Quarterly
1556	West Generator G-2	G-2-Q	Quarterly
1559	Fire Extinguishers	EXT 1-48	Monthly
1570	Dry-System Air Compressor-1	A-COMP-1	Bi-annually
1571	Dry-System Air Compressor-2	A-COMP-2	Bi-annually
1583	Water Cooler	WC-1	Weekly
1586	Water Cooler	WC-2	Weekly
1587	Water Cooler	WC-3	Weekly
1588	Water Cooler	WC-4	Weekly
1589	Water Cooler	WC-5	Weekly
1590	Water Cooler	WC-6	Weekly
1592	Water Cooler	WC-7	Weekly
1593	Water Cooler	WC-8	Weekly
1594	Water Cooler	WC-9	Weekly
1595	Split System Air Handler	SS-1E-1	Weekly
1596	Split System Air Handler	SS-1W-1	Weekly
1597	Split System Air Handler	SS-1W-2	Weekly
1598	Split System Air Handler	SS-1W-3	Weekly
1599	Split System Air Handler	SS-1W-4	Weekly
1600	Split System Air Handler	SS-2E-1	Weekly
1601	Split System Air Handler	SS-2W-1	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1602	Split System Air Handler	SS-3E-1	Weekly
1603	Split System Air Handler	SS-3E-2	Weekly
1604	Split System Air Handler	SS-3W-1	Weekly
1605	Air Handling Unit	AHU-2-1	Weekly
1606	Air Handling Unit	AHU-2-2	Weekly
1607	Air Handling Unit	AHU-3-1	Weekly
1608	Air Handling Unit	AHU-3-2	Weekly
1609	Air Handling Unit	AHU-3-3	Weekly
1610	Air Handling Unit	AHU-3-4	Weekly
1611	Atrium Exhaust Fan Control Panel	AEF-CP	Weekly
1612	Relief Hood Control Panel	PRH-CP	Weekly
1613	Sump Pump Alarm Panel	SP-AP	Weekly
1614	Domestic Cold Water Pump Controller	WPBP-1-C	Weekly
1617	Automatic Transfer Switch	ATS-1	Bi-annually
1618	Automatic Transfer Switch	ATS-2	Bi-annually
1619	Automatic Transfer Switch	ATS-3	Bi-annually
1620	Automatic Transfer Switch	ATS-4	Bi-annually
1621	Atrium Exhaust Fan	AEF-4E-1	Weekly
1622	Atrium Exhaust Fan	AEF-4W-1	Weekly
1624	Exhaust Fan	EF-1E-1	Weekly
1625	Exhaust Fan	EF-1E-2	Weekly
1626	Exhaust Fan	EF-1E-3	Weekly
1627	Exhaust Fan	EF-1E-4	Weekly
1628	Exhaust Fan	EF-1W-1	Weekly
1629	Exhaust Fan	EF-1W-2	Weekly
1630	Exhaust Fan	EF-1W-3	Weekly
1631	Exhaust Fan	EF-1W-4	Weekly
1633	Exhaust Fan	EF-2E-1	Weekly
1634	Exhaust Fan	EF-2W-1	Weekly
1635	Exhaust Fan	EF-2W-2	Weekly
1636	Exhaust Fan	EF-3E-1	Weekly
1637	Exhaust Fan	EF-3E-2	Weekly
1638	Exhaust Fan	EF-3W-1	Weekly
1639	Exhaust Fan	EF-3W-2	Weekly
1640	Exhaust Fan	EF-3W-3	Weekly
1641	Exhaust Fan	EF-4E-1	Weekly
1642	Exhaust Fan	EF-4W-1	Weekly
1651	Pressure Relief Hood	PRH-1	Weekly
1652	Pressure Relief Hood	PRH-2	Weekly
1653	Pressure Relief Hood	PRH-3	Weekly
1654	Pressure Relief Hood	PRH-4	Weekly
1655	Pressure Relief Hood	PRH-5	Weekly
1656	Pressure Relief Hood	PRH-6	Weekly
1661	Water Heater	WH-1	Weekly
1662	Water Heater	WH-2	Weekly
1669	Terminal Unit	T-1E-1	Weekly
1670	Terminal Unit	T-1E-2	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1671	Terminal Unit	T-1E-3	Weekly
1672	Terminal Unit	T-1W-1	Weekly
1673	Terminal Unit	T-1W-2	Weekly
1674	Terminal Unit	T-2E-1	Weekly
1675	Terminal Unit	T-2E-2	Weekly
1676	Terminal Unit	T-2E-3	Weekly
1677	Terminal Unit	T-2E-4	Weekly
1678	Terminal Unit	T-2E-5	Weekly
1679	Terminal Unit	T-2E-6	Weekly
1680	Terminal Unit	T-2E-7	Weekly
1681	Terminal Unit	T-2W-1	Weekly
1682	Terminal Unit	T-2W-2	Weekly
1683	Terminal Unit	T-2W-3	Weekly
1684	Terminal Unit	T-2W-4	Weekly
1685	Terminal Unit	T-2W-5	Weekly
1686	Terminal Unit	T-2W-6	Weekly
1687	Terminal Unit	T-2W-7	Weekly
1688	Terminal Unit	T-2W-8	Weekly
1689	Terminal Unit	T-2W-9	Weekly
1690	Terminal Unit	T-3E-1	Weekly
1691	Terminal Unit	T-3E-2	Weekly
1692	Terminal Unit	T-3E-3	Weekly
1693	Terminal Unit	T-3E-4	Weekly
1694	Terminal Unit	T-3E-5	Weekly
1695	Terminal Unit	T-3E-6	Weekly
1696	Terminal Unit	T-3E-7	Weekly
1697	Terminal Unit	T-3E-8	Weekly
1698	Terminal Unit	T-3W-1	Weekly
1699	Terminal Unit	T-3W-2	Weekly
1700	Terminal Unit	T-3W-3	Weekly
1701	Terminal Unit	T-3W-4	Weekly
1702	Terminal Unit	T-3W-5	Weekly
1703	Terminal Unit	T-3W-6	Weekly
1704	Terminal Unit	T-3W-7	Weekly
1725	Roof Inspection	ROOF	Bi-annually
1728	Hot Water Circulation Pump	CP-1	Weekly
1729	Hot Water Circulation Pump	CP-2	Weekly
1730	Non Automatic Facility Hinged Doors	BLDG DOORS	Bi-annually
1752	Generator Annual Inspection & Maintenance	G-1-Q	Weekly
1753	Generator Annual Inspection & Maintenance	G-2-Q	Weekly
1756	Fire Alarm System Annual Testing & Inspection	FACP-1	Weekly
1757	Fire Alarm System Annual Testing & Inspection	FACP-2	Weekly
1760	Fire Suppression Quarterly/Annual Inspection & Testing	WS	Monthly
1763	Annual Chiller Inspection & Maintenance	CH-1	Weekly
1764	Annual Chiller Inspection & Maintenance	CH-2	Weekly
1765	Annual Backflow Testing & Certification	BFP-1	Weekly
1766	Annual Backflow Testing & Certification	BFP-2	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1767	Annual Backflow Testing & Certification	BFP-3	Weekly
1768	Annual Backflow Testing & Certification	BFP-4	Weekly
1769	Annual Backflow Testing & Certification	BFP-5	Weekly
1770	Annual Backflow Testing & Certification	BFP-6	Weekly
1775	Annual Fire Extinguisher Inspection & Certification	EXT 1-48	Weekly
1780	Expansion Tank Inspection	ET-1	Weekly
1781	Expansion Tank Inspection	ET-2	Weekly
1782	Expansion Tank Inspection	ET-3	Weekly
1783	Emergency Light Inspection	EML-1	Monthly
1784	Emergency Light Inspection	EML-2	Monthly
1785	Emergency Light Inspection	EML-3	Monthly
1786	Emergency Light Inspection	EML-4	Monthly
1787	Emergency Light Inspection	EML-5	Monthly
1788	Emergency Light Inspection	EML-6	Monthly
1789	Emergency Light Inspection	EML-7	Monthly
1790	Emergency Light Inspection	EML-8	Monthly
1791	Emergency Light Inspection	EML-9	Monthly
1792	Emergency Light Inspection	EML-10	Monthly
1793	Emergency Light Inspection	EML-11	Monthly
1794	Emergency Light Inspection	EML-12	Monthly
1795	Emergency Light Inspection	EML-13	Monthly
1796	Emergency Light Inspection	EML-14	Monthly
1799	Periodic 02: Clean Escalators 1-4; Stairs, Glass & Stainless Steel		Every 8 weeks
1800	Periodic 03: Clean Escalators 5-8; Stairs, Glass & Stainless Steel		Every 8 weeks
1801	Periodic 04: Clean Escalators 9-12; Stairs, Glass & Stainless		Every 8 weeks
1802	Periodic 05: Clean Escalators 13-15; Stairs, Glass & Stainless Steel		Every 8 weeks
1807	Periodic 10: Vacuum/Clean Crimson Stone Beds in Center Plaza Area		Monthly
1817	Periodic 19: Clean Lobby Windows		Monthly
1821	Periodic 23: Vacuum/Dust Ceiling Air Vents & Window Sills		Bi-annually
1927	Fin Tube Radiant Heaters	FTR-LVL-2	Weekly
1928	Fin Tube Radiant Heaters	FTR-LVL-3	Weekly
1929	Fin Tube Radiant Heaters	FTR-LVL-4	Weekly
1933	Chilled Water Pump and Motor	PCH-1-M	Bi-annually
1934	Chilled Water Pump and Motor	PCH-2-M	Bi-annually
1935	Chilled Water Pump and Motor	PCH-3-M	Bi-annually
1941	Electric Unit Heater	EUH-1-W1	Weekly
1942	Electric Unit Heater	EUH-1E-1	Weekly
1943	Electric Unit Heater	EUH-1E-2	Weekly
1944	Electric Unit Heater	EUH-1W-2	Weekly
1945	Electric Unit Heater	EUH-1W-3	Weekly
1946	Electric Unit Heater	EUH-2E-1	Weekly
1947	Electric Unit Heater	EUH-2W-1	Weekly
1948	Electric Unit Heater	EUH-3E-1	Weekly
1949	Electric Unit Heater	EUH-3E-2	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1950	Electric Unit Heater	EUH-3W-1	Weekly
1951	Electric Unit Heater	EUH-3W-2	Weekly
1964	Auto Floor Scrubber	AS-1	Monthly
1965	Auto Floor Scrubber	AS-2	Monthly
1966	Auto Floor Scrubber	AS-3	Monthly
1967	Propane Floor Burnisher	PFB-1	Monthly
1968	Propane Floor Burnisher	PFB-2	Monthly
1969	Propane Floor Burnisher	PFB-3	Monthly
1971	JLG 600 AJ Articulating Lift	JLG600AJ	Monthly
1972	JLG 30AM One Man Lift	JLG30AM	Monthly
1974	Denka Lift	DL22N	Monthly
1975	Billy Goat Gas Powered Vacuum	BG-1	Bi-annually
1976	Automatic Soap Dispensers & Faucets		Monthly
1980	Chilled Water Chemistry	CHW-L	Every 8 weeks
1985	Periodic 31: Clean Stainless Steel Underside Panels of all Escalators		Weekly
1990	Jockey Pump	JP-1	Weekly
1991	Fire Pump Motor	FP-M-1	Weekly
1992	AED Heart Defibrilators	AED-1/9	Bi-annually
1995	Split System Condensing Unit	SS-1E-1CU	Bi-annually
1996	Split System Condensing Unit	SS-1W-1-CU	Bi-annually
1997	Split System Condensing Unit	SS-1W-2-CU	Bi-annually
1998	Split System Condensing Unit	SS-1W-3-CU	Bi-annually
1999	Split System Condensing Unit	SS-1W-4-CU	Bi-annually
2000	Split System Condensing Unit	SS-2E-1-CU	Bi-annually
2001	Split System Condensing Unit	SS-2W-1-CU	Bi-annually
2002	Split System Condensing Unit	SS-3E-1-CU	Bi-annually
2003	Split System Condensing Unit	SS-3E-2-CU	Bi-annually
2004	Split System Condensing Unit	SS-3W-1-CU	Bi-annually
2014	AHU-3-3 Reheat Coils	AHU-3-3	Weekly
2015	Generator Oil Sample	G-1-Q	Weekly
2016	Generator Oil Sample	G-2-Q	Weekly
2022	Periodic 32: Clean Upper Glass Partitions		Weekly
2028	Periodic 37: Clean East & West Stairwells		Monthly
2029	Periodic 84: Clean Upper Glass Partitions		Weekly
2036	Chiller Condenser Coil Cleaning	CH-1	Annually
2037	Chiller Condenser Coil Cleaning	CH-2	Annually
2039	Periodic 38: QTA & RAC Inspections		Monthly
2042	Periodic 39: Clean/Polish All Floor Expansion Joint Covers		Monthly
2043	Periodic 40: Clean All Stainless Steel Baseboards		Weekly
2049	Auto Floor Scrubber	AS-4	Monthly
2061	Periodic 44: Autoscrub Service Elevator Corridors		Monthly
2062	Periodic 45: Pressure Wash Inside and Around West Trash Dumpster Enclosure		Every 6 weeks
2063	Periodic 46: Dust Overhead Light Ledges, Column Beams & Window Ledges		Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

2068	Periodic 51: Strip/Wax Floor		Weekly
2069	Periodic 52: Deep Clean Carpet		Bi-annually
2070	Periodic 53: Inspect/Clean Elevator Pits		Weekly
2073	East Generator G-1	G-1-Q	Monthly
2074	West Generator G-2	G-2-Q	Monthly
2084	Heat Trace Element	CH-1	Weekly
2085	Heat Trace Element	CH-2	Weekly
2087	Variable Frequency Drive	VFD-AHU-2-1	Weekly
2088	Variable Frequency Drive	VFD-AHU-2-2	Weekly
2089	Variable Frequency Drive	VFD-AHU-3-1	Weekly
2090	Variable Frequency Drive	VFD-AHU-3-2	Weekly
2091	Variable Frequency Drive	VFD-AHU-3-3	Weekly
2092	Variable Frequency Drive	VFD-AHU-3-4	Weekly
2093	Variable Frequency Drive	VFD-CHWP-1	Weekly
2094	Variable Frequency Drive	VFD-CHWP-2	Weekly
2095	Variable Frequency Drive	VFD-CHWP-3	Weekly
2103	Annual BAS Testing & Inspection	ADS-1	Annually
2105	Facility Lighting		Monthly
2111	CMMS Server	MS-01	Bi-annually
2112	Periodic 60: Prep/Apply Plaza Plus Floor Sealer To Traffic Areas		Bi-annually
2113	Periodic 61: Prep/Apply Plaza Plus Floor Sealer To Traffic Areas		Bi-annually
2114	Periodic 62: Prep/Apply Plaza Plus Floor Sealer To Counter		Bi-annually
2115	Periodic 63: Prep/Apply Plaza Plus Floor Sealer To Traffic Areas		Bi-annually
2116	Periodic 64: Prep/Apply Plaza Plus Floor Sealer To Counter		Bi-annually
2117	Periodic 65: Prep/Apply Plaza Plus Floor Sealer to 2nd & 3rd Level Restrooms		Bi-annually
2118	Periodic 66: Apply Plaza Plus Floor Sealer to West & East Lobby, Hallway & Family Restrooms		Bi-annually
2119	Periodic 67: Prep/Apply Plaza Plus Floor Sealer In All Elevators		Bi-annually
2120	Periodic 68: Clean All Mechanical Rooms		Monthly
2123	Periodic 71: Pressure Wash RCC Ground Level Louvers		Weekly
2124	Periodic 72: Extract Carpeted Walkoff Grates		Monthly
2125	Periodic 73: Machine Scrub Under All Urinals		Monthly
2128	Periodic 75: Clean/Sweep All Electrical & Communications Rooms		Weekly
2134	Periodic 78: Extract Carpeted Walkoff Grates		Monthly
2135	Periodic 79: Extract Carpeted Walkoff Grates		Monthly
2136	Periodic 80: Pressure Wash Center East & West Entrances		Bi-annually
2140	Periodic 85: Autoscrub West International Entrance		Monthly
2141	Periodic 86: Clean Generators Rooms		Weekly
2147	3-Year Electrical Distribution Systems Infrared Testing	EDS	Every 3 years
2151	Periodic 89: Remove Gum From Sidewalk Underneath East & West Crosswalks to South Garage		Weekly
2153	Periodic 91: Pressure Wash Stairwells & Ground Level Elevator Lobbies		Bi-annually
2157	Replace NAE-1 Data Battery	NAE-1	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

2158	Replace NAE-2 Data Battery	NAE-2	Weekly
2164	Winterize Irrigation System	IRP-1	Annually
2165	De-winterize Irrigation System	IRP-1	Annually
2166	Auto Floor Scrubber	AS-5	Monthly
2167	Propane Floor Burnisher	PFB-4	Monthly
2168	Propane Floor Burnisher	PFB-5	Monthly
2180	Chiller Condenser Coil Cleaning	CH-1	Annually
2181	Chiller Condenser Coil Cleaning	CH-2	Annually
2189	Cold Water Pressure Washer	CWPW-2	Every 8 weeks
2190	Periodic 98: Maximo Server Maintenance	MS-01	Every 8 weeks
2192	Periodic 99: Replace All Restroom Air Freshner Cartridges		Quarterly
2194	Ground Fault Testing of Main Breakers	EDS	Every 3 years
2196	Chiller Condenser Coil Cleaning	CH-1	Bi-annually
2197	Chiller Condenser Coil Cleaning	CH-2	Bi-annually
2204	5-Year Obstruction Inspection	WS	Every 5 years
2209	Chilled Water Loop Chemistry Testing	CHW-L	Bi-annually
2212	Annual Backflow Testing & Certification	BFP-13	Weekly
2213	Annual Backflow Testing & Certification	BFP-14	Weekly
2215	Domestic Water Valves	DWV	Weekly
2216	Chilled Water Valves	CHWV	Weekly
2222	PM: Replace Break Room Water Filter Cartidges: RCC	RCC-WF-1	Bi-annually
Scheduled Work: SPD			
1472	Periodic 59: Pressure Wash Walls & Floors All Restrooms: SPD	S-PKGDECK	Weekly
1511	PM: Escalator 5 SPD	ESC-5 SPD	Monthly
1512	PM: Escalator 6 SPD	ESC-6 SPD	Monthly
1513	PM: Escalator 7 SPD	ESC-7 SPD	Monthly
1514	PM: Escalator 8 SPD	ESC-8 SPD	Monthly
1519	PM: Elevator 3 SPD	ELEV-3 SPD	Monthly
1520	PM: Elevator 4 SPD	ELEV-4 SPD	Monthly
1561	PM: Fire Extinguishers- SPD	EXT 1-78 SPD	Monthly
1734	PM: Non Automatic Facility Hinged Doors SPD	BLDG DRS SPG	Bi-annually
1777	PM: Annual Fire Extinguisher Inspection & Certification SPD	EXT 1-78 SPD	Weekly
1805	Periodic 08: Detail Clean Escalators 5-8: Stairs, Glass & Stainless Steel SPD	S-PKGDECK	Every 6 weeks
1809	Periodic 12: Pressure Wash Stairwells SPD	S-PKGDECK	Weekly
1813	Periodic 15: Detail Clean Stainless Steel & Glass Panels on Pedestrian Crosswalks SPD	S-PKGDECK	Every 6 weeks
1815	Periodic 17: Clean North Facing Windows All Levels SPD	S-PKGDECK	Weekly
1819	Periodic 21: Autoscrub Pedestrian Crosswalks and Garage Common Areas Inside Bollards SPD	S-PKGDECK	Every 2 weeks
1823	PM: Exhaust Fan Inspection SPD	EF-1-SPG	Weekly
1824	PM: Exhaust Fan Inspection SPD	EF-2-SPG	Weekly
1825	PM: Exhaust Fan Inspection SPD	EF-3-SPG	Weekly
1826	PM: Exhaust Fan Inspection SPD	EF-4-SPG	Weekly

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MINIMUM SERVICES**

1827	PM: Exhaust Fan Inspection SPD	EF-5-SPG	Weekly
1828	PM: Exhaust Fan Inspection SPD	EF-6-SPG	Weekly
1829	PM: Exhaust Fan Inspection SPD	EF-7-SPG	Weekly
1830	PM: Exhaust Fan Inspection SPD	EF-8-SPG	Weekly
1831	PM: Exhaust Fan Inspection SPD	EF-9-SPG	Weekly
1832	PM: Exhaust Fan Inspection SPD	EF-10-SPG	Weekly
1833	PM: Exhaust Fan Inspection SPD	EF-11-SPG	Weekly
1834	PM: Exhaust Fan Inspection SPD	EF-12-SPG	Weekly
1835	PM: Exhaust Fan Inspection SPD	EF-13-SPG	Weekly
1836	PM: Exhaust Fan Inspection SPD	EF-14-SPG	Weekly
1837	PM: Exhaust Fan Inspection SPD	EF-15-SPG	Weekly
1838	PM: Exhaust Fan Inspection SPD	EF-16-SPG	Weekly
1839	PM: Exhaust Fan Inspection SPD	EF-17-SPG	Weekly
1840	PM: Exhaust Fan Inspection SPD	EF-18-SPG	Weekly
1859	PM: Electric Unit Heater SPD	EUH-1	Weekly
1860	PM: Electric Unit Heater SPD	EUH-2-SPG	Weekly
1861	PM: Electric Unit Heater SPD	EUH-3-SPG	Weekly
1862	PM: Electric Unit Heater SPD	EUH-4-SPG	Weekly
1863	PM: Electric Unit Heater SPD	EUH-5-SPG	Weekly
1864	PM: Electric Unit Heater SPD	EUH-6-SPG	Weekly
1865	PM: Electric Unit Heater SPD	EUH-7-NPG	Weekly
1866	PM: Electric Unit Heater SPD	EUH-8-SPG	Weekly
1867	PM: Electric Unit Heater SPD	EUH-9-SPG	Weekly
1868	PM: Electric Unit Heater SPD	EUH-10-SPG	Weekly
1869	PM: Electric Unit Heater SPD	EUH-11-SPG	Weekly
1870	PM: Electric Unit Heater SPD	EUH-12-SPG	Weekly
1871	PM: Electric Unit Heater SPD	EUH-13-SPG	Weekly
1872	PM: Electric Unit Heater SPD	EUH-14-SPG	Weekly
1889	PM: Automatic Hand Dryers SPD	HD-1-SPG	Weekly
1890	PM: Automatic Hand Dryers SPD	HD-2-SPG	Weekly
1891	PM: Automatic Hand Dryers SPD	HD-3-SPG	Weekly
1892	PM: Automatic Hand Dryers SPD	HD-4-SPG	Weekly
1893	PM: Automatic Hand Dryers SPD	HD-5-SPG	Weekly
1894	PM: Automatic Hand Dryers SPD	HD-6-SPG	Weekly
1895	PM: Automatic Hand Dryers SPD	HD-7-SPG	Weekly
1896	PM: Automatic Hand Dryers SPD	HD-8-SPG	Weekly
1897	PM: Automatic Hand Dryers SPD	HD-9-SPG	Weekly
1898	PM: Automatic Hand Dryers SPD	HD-10-SPG	Weekly
1899	PM: Automatic Hand Dryers SPD	HD-11-SPG	Weekly
1900	PM: Automatic Hand Dryers SPD	HD-12-SPG	Weekly
1913	PM: Packaged Terminal Air Conditioner SPD	PTAC-1-SPG	Weekly
1914	PM: Packaged Terminal Air Conditioner SPD	PTAC-2-SPG	Weekly
1917	PM: Water Heater SPD	WH-1-SPG	Weekly
1918	PM: Water Heater SPD	WH-2-SPG	Weekly
1921	PM: Expansion Tank SPD	ET-1-SPG	Weekly
1922	PM: Expansion Tank SPD	ET-2-SPG	Weekly
1932	PM: Heat Trace Elements SPD	HT-2-SPG	Weekly

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1978	Periodic 27: Clean Out All Floor Drain Strainers SPD		Weekly
2034	PM: Exhaust Fan SPD	EF-1-SPD	Weekly
2035	PM: Exhaust Fan SPD	EF-2-SPD	Weekly
2065	Periodic 48: Sweep All Stairwells SPD		Monthly
2101	Periodic 57: Scrub All Restroom Floors SPD		Quarterly
2122	Periodic 70: Pressure Wash Edging of Pedestrian Crosswalks & Garage Common Areas SPD		Every 8 weeks
2148	PM: 3-Year Electrical Distribution Systems Infrared Testing SPD	EDS-SPD	Every 3 years
2155	Periodic 93: Clean All Electrical & ISD Rooms On All Levels SPD		Weekly
2170	Periodic 97: Lighting Tour Outer Ramp Lights SPD		Weekly
2207	Periodic 100: Clean All Smoke Detectors NPD & SPD		Weekly
2220	PM: Domestic Water Valves SPD	DWV SPD	Weekly
2229	Periodic 103: Detail Clean All Passenger Elevators: SPD		Every 2 weeks
Scheduled Work: Gateway Station			
1522	PM: Elevator 1 GICC	ELEV-1 GICC	Monthly
1523	PM: Elevator 2 GICC	ELEV-2 GICC	Monthly
1524	PM: Elevator 3 GICC	ELEV-3 GICC	Monthly
1525	PM: Elevator 4 GICC	ELEV-4 GICC	Monthly
1547	Tour 6B: Facility Lighting: GICC	GICC STN	Quarterly
1554	PM: Fire Pump GICC	FP-1 GWS	Weekly
1557	PM: Generator- Gateway APM Station (Loaded): GICC	G-1-Q GWS	Quarterly
1562	PM: Fire Extinguishers- GICC	EXT 1-18 GWS	Monthly
1565	PM: RTU-1- Gateway Station GICC	RTU-1-GWS	Bi-annually
1567	PM: RTU-2- Gateway Station GICC	RTU-2-GWS	Bi-annually
1569	PM: Dry-System Air Compressor- GICC	A-COMP-1 GWS	Weekly
1572	PM: Split System Condensing Unit- GICC	CU-1 GWS	Bi-annually
1573	PM: Split System Condensing Unit- GICC	CU-2 GWS	Bi-annually
1574	PM: Split System Condensing Unit- GICC	CU-3 GWS	Bi-annually
1575	PM: Split System Condensing Unit- GICC	CU-4 GWS	Bi-annually
1576	PM: Split System Condensing Unit- GICC	CU-5 GWS	Bi-annually
1577	PM: Split System Condensing Unit- GICC	CU-6 GWS	Bi-annually
1578	PM: Packaged Terminal Air Conditioning Unit- GICC	PTAC-G-1 GWS	Weekly
1579	PM: Packaged Terminal Air Conditioning Unit- GICC	PTAC-G-2 GWS	Weekly
1580	PM: Packaged Terminal Air Conditioning Unit- GICC	PTAC-M-1 GWS	Weekly
1582	PM: Water Fountain- GICC	WF-1 GICC	Continuous
1616	PM: Automatic Transfer Switch- GICC	ATS-1 GWS	Weekly
1643	PM: Exhaust Fan GICC	EF-G-1	Weekly
1644	PM: Exhaust Fan GICC	EF-M-1	Weekly
1645	PM: Exhaust Fan GICC	EF-M-2	Weekly
1646	PM: Exhaust Fan GICC	EF-P-1	Weekly
1647	PM: Exhaust Fan GICC	EF-P-2	Weekly
1663	PM: Split System Air Handling Unit GICC	FCU-G-1	Weekly
1664	PM: Split System Air Handling Unit GICC	FCU-G-2	Weekly
1665	PM: Split System Air Handling Unit GICC	FCU-M-1	Weekly
1666	PM: Split System Air Handling Unit GICC	FCU-M-2	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1667	PM: Split System Air Handling Unit GICC	FCU-R-1	Weekly
1668	PM: Split System Air Handling Unit GICC	FCU-R-2	Weekly
1726	PM: Roof Inspection GICC	ROOF-GICC	Bi-annually
1731	PM: Non Automatic Facility Hinged Doors GICC	BLDG DOORS G	Weekly
1754	PM: Generator Annual Inspection & Maintenance GICC	G-1-Q GWS	Weekly
1758	PM: Fire Alarm System Annual Testing & Inspection GICC	FACP -1	Weekly
1761	PM: Fire Suppression Quarterly/Annual Inspection & Testing GICC	DS-GICC	Monthly
1771	PM: Annual Backflow Testing & Certification GICC	BFP-7 APS	Weekly
1772	PM: Annual Backflow Testing & Certification GICC	BFP-8	Weekly
1773	PM: Annual Backflow Testing & Certification GICC	BFP-9	Weekly
1778	PM: Annual Fire Extinguisher Inspection & Certification GICC	EXT 1-18 GWS	Weekly
1797	PM: Expansion Tank Inspection GICC	ET-1-GICC	Weekly
1810	Periodic 13: Autoscrub Concrete Areas GICC	GICC STN	Bi-annually
1925	PM: Electric Infrared Heaters GICC	EH-1-32	Weekly
1930	PM: Heat Trace Elements GICC	HT-1-GICC	Weekly
1952	PM: Electric Unit Heater GICC	EUH-P-1 GWS	Weekly
1953	PM: Electric Unit Heater GICC	EUH-P-2 GWS	Weekly
1973	PM: JLG 30AM One Man Lift GICC	JLG30AM GICC	Monthly
1988	PM: Fire Pump Motor GICC	FP-M-1 GWS	Weekly
2017	PM: Generator Oil Sample GICC	G-1-Q GWS	Weekly
2052	PM: Water Heater- Gateway GICC	WH-1A-GICC	Weekly
2055	Periodic 41: Clean North & South Stairwells GICC	GICC STN	Bi-annually
2058	PM: AED Heart Defibrilators GICC	AED-GICC	Weekly
2066	Periodic 49: Dust/Clean Ceiling Return Air Grills GICC	GICC STN	Bi-annually
2071	Periodic 54: Inspect/Clean Elevator Pits GICC	GICC STN	Weekly
2076	PM: Generator G-1 (Unloaded): GICC	G-1-Q GWS	Quarterly
2078	PM: Smoke Exhaust Fan GICC	SEF-1	Weekly
2079	PM: Smoke Exhaust Fan GICC	SEF-2	Weekly
2080	PM: Jockey Pump GICC	JP-1 GICC	Weekly
2099	PM: Electric Unit Heater GICC	EUH-G-1	Weekly
2138	Periodic 82: Remove & Clean Light Diffusers In All Elevators GICC	GICC STN	Weekly
2145	PM: 3-Year Electrical Distribution Systems Infrared Testing GICC	EDS-GICC	Every 3 years
2153	Periodic 91: Pressure Wash Stairwells & Ground Level Elevator Lobbies GICC	GICC STN	Weekly
2159	Periodic 94: Sweep & Clean All Mechanical & Electrical Rooms All Levels GICC	GICC STN	Weekly
2183	PM: Clean RTU Condenser Coils (Fall): GICC	RTU-1-GWS	Annually
2185	PM: Clean RTU Condenser Coils (Fall): GICC	RTU-2-GWS	Annually
2199	PM: Clean RTU Condenser Coils (Summer): GICC	RTU-1-GWS	Annually
2202	PM: Clean RTU Condenser Coils (Summer): GICC	RTU-2-GWS	Annually
2205	PM: 5-Year Obstruction Inspection GICC	DS-GICC	Every 5 years
2217	PM: Domestic Water Valves GICC	DWV GICC	Weekly

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2226	Periodic 100: Detail Clean All Passenger Elevators: GICC	GICC STN	Every 2 weeks
2241	Periodic 105: Prep/Apply Floor Sealer Platform Level: GICC	GICC-4	Bi-annually
Scheduled Work: Airport Station			
1526	PM: Elevator 1 APS	ELEV-1 APS	Monthly
1527	PM: Elevator 2 APS	ELEV-2 APS	Monthly
1528	PM: Elevator 3 APS	ELEV-3 APS	Monthly
1529	PM: Elevator 4 APS	ELEV-4 APS	Monthly
1530	PM: Escalator 1 APS	ESC-1 APS	Monthly
1531	PM: Escalator 2 APS	ESC-2 APS	Monthly
1532	PM: Escalator 3 APS	ESC-3 APS	Monthly
1533	PM: Escalator 4 APS	ESC-4 APS	Monthly
1548	Tour 6C: Facility Lighting: APS	AIRPORT STN	Quarterly
1558	PM: Generator- Airport APM Station (Loaded): APS	G-1-Q APS	Quarterly
1563	PM: Fire Extinguishers- APS	EXT 1-12 APS	Monthly
1564	PM: RTU-1- Airport Station APS	RTU-1-APS	Bi-annually
1566	PM: RTU-2- Airport Station APS	RTU-2-APS	Bi-annually
1568	PM: RTU-3- Airport Station APS	RTU-3-APS	Bi-annually
1615	PM: Automatic Transfer Switch- APS	ATS-1 APS	Weekly
1623	PM: Exhaust Fan APS	EF-1	Weekly
1632	PM: Exhaust Fan APS	EF-2	Weekly
1659	PM: Water Heater APS	WH-1 APS	Weekly
1705	PM: Terminal Unit APS	VAV-G-1	Weekly
1706	PM: Terminal Unit APS	VAV-G-2	Weekly
1707	PM: Terminal Unit APS	VAV-G-3	Weekly
1708	PM: Terminal Unit APS	VAV-G-4	Weekly
1709	PM: Terminal Unit APS	VAV-G-5	Weekly
1710	PM: Terminal Unit APS	VAV-G-6	Weekly
1711	PM: Terminal Unit APS	VAV-P-1	Weekly
1712	PM: Terminal Unit APS	VAV-P-10	Weekly
1713	PM: Terminal Unit APS	VAV-P-11	Weekly
1714	PM: Terminal Unit APS	VAV-P-12	Weekly
1715	PM: Terminal Unit APS	VAV-P-13	Weekly
1716	PM: Terminal Unit APS	VAV-P-14	Weekly
1717	PM: Terminal Unit APS	VAV-P-2	Weekly
1718	PM: Terminal Unit APS	VAV-P-3	Weekly
1719	PM: Terminal Unit APS	VAV-P-4	Weekly
1720	PM: Terminal Unit APS	VAV-P-5	Weekly
1721	PM: Terminal Unit APS	VAV-P-6	Weekly
1722	PM: Terminal Unit APS	VAV-P-7	Weekly
1723	PM: Terminal Unit APS	VAV-P-8	Weekly
1724	PM: Terminal Unit APS	VAV-P-9	Weekly
1727	PM: Roof Inspection APS	ROOF-CPTC	Bi-annually
1732	PM: Non Automatic Facility Hinged Doors APS	BLDG DOORS A	Weekly
1755	PM: Generator Annual Inspection & Maintenance APS	G-1-Q APS	Weekly
1759	PM: Fire Alarm System Annual Testing & Inspection APS	FACP-1	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1762	PM: Fire Suppression Quarterly/Annual Inspection & Testing APS	WS-CPTC	Monthly
1774	PM: Annual Backflow Testing & Certification APS	BFP-10	Weekly
1779	PM: Annual Fire Extinguisher Inspection & Certification APS	EXT 1-12 APS	Weekly
1798	PM: Expansion Tank Inspection APS	ET-1-CPTC	Weekly
1806	Periodic 09: Detail Clean Escalators 1-4: Stairs, Glass & Stainless Steel APS	AIRPORT STN	Every 8 weeks
1926	PM: Electric Infrared Heaters APS	EIR-1-4	Weekly
1939	PM: Sanitary Lift Station APS	LSP-1 APS	Weekly
1954	PM: Electric Unit Heater APS	UH-1 APS	Weekly
1955	PM: Electric Unit Heater APS	UH-2 APS	Weekly
1987	PM: Smoke Exhaust Fan APS	SEF-1 APS	Weekly
1994	PM: AED Heart Defibrilators APS	AED-1-2 APS	Weekly
2021	PM: Generator Oil Sample APS	G-1-Q APS	Weekly
2023	Periodic 33: Manually Water All Designated Plant Beds APS	AP STN GRNDS	Weekly
2025	Periodic 35: Clean Floor Control Joints & Clean/Polish Floor Expansion Joint Covers APS	AIRPORT STN	Monthly
2027	Periodic 36: Polish Granite Tiles North & South Lobbies at the Base of the Escalators APS	AIRPORT STN	Bi-annually
2059	Periodic 43: Autoscrub Service Corridor Floor APS	AIRPORT STN	Bi-annually
2075	PM: Generator G-1 (Unloaded): APS	G-1-Q APS	Quarterly
2081	Periodic 55: Inspect/Clean Elevator Pits APS	AIRPORT STN	Weekly
2126	Periodic 74: Dust/Clean Ceiling Tiles Above All Air Slot Diffusers APS	AIRPORT STN	Every 8 weeks
2127	Periodic 75: Prep/Apply Floor Sealer To Platform Level: APS	AIRPORT STN	Bi-annually
2132	PM: Water Fountain: APS	WF-1 APS	Continuous
2139	Periodic 83: Remove & Clean Light Diffusers In All Elevators APS	AIRPORT STN	Weekly
2144	PM: 3-Year Electrical Distribution Systems Infrared Testing APS	EDS-CPTC	Every 3 years
2149	Periodic 87: Autoscrub In Front Of North & South Lobbies APS	AP STN GRNDS	Every 2 weeks
2150	Periodic 88: Pressure Wash The Exterior Concrete Areas: APS	AP STN GRNDS	Every 2 weeks
2152	Periodic 90: Rinse Artificial Turf In Dog Park APS	AIRPORT STN	Every 2 weeks
2160	Periodic 95: Clean & Sweep All Mechanical & Electrical Rooms All Levels APS	AIRPORT STN	Weekly
2171	PM: Replace Filters APS	RTU-1-APS	Bi-annually
2172	PM: Replace Filters APS	RTU-2-APS	Bi-annually
2173	PM: Replace Filters APS	RTU-3-APS	Bi-annually
2182	PM: Clean RTU Condenser Coils (Fall): APS	RTU-1-APS	Annually
2184	PM: Clean RTU Condenser Coils (Fall): APS	RTU-2-APS	Annually
2186	PM: Clean RTU Condenser Coils (Fall): APS	RTU-3-APS	Annually
2198	PM: Clean RTU Condenser Coils (Summer): APS	RTU-1-APS	Annually

**RENTAL CAR CENTER
MINIMUM SERVICES**

2200	PM: Clean RTU Condenser Coils (Summer): APS	RTU-2-APS	Annually
2203	PM: Clean RTU Condenser Coils (Summer): APS	RTU-3-APS	Annually
2206	PM: 5-Year Obstruction Inspection APS	WS-CPTC	Every 5 years
2208	PM: Remove Sludge Buildup From Lift Station Sump APS	LSP-1 APS	Every 2 years
2210	PM: Annual Backflow Testing & Certification APS	BFP-11	Weekly
2211	PM: Annual Backflow Testing & Certification APS	BFP-12	Weekly
2218	PM: Domestic Water Valves APS	DWV APS	Weekly
2227	Periodic 101: Detail Clean All Passenger Elevators: APS	AIRPORT STN	Every 2 weeks
Scheduled Work: NPD			
1471	Periodic 58: Pressure Wash Walls & Floors All Restrooms: NPD	N-PKGDECK	Weekly
1507	PM: Escalator 1 NPD	ESC-1 NPD	Monthly
1508	PM: Escalator 2 NPD	ESC-2 NPD	Monthly
1509	PM: Escalator 3 NPD	ESC-3 NPD	Monthly
1510	PM: Escalator 4 NPD	ESC-4 NPD	Monthly
1515	PM: Escalator 9 NPD	ESC-9 NPD	Monthly
1517	PM: Elevator 1 NPD	ELEV-1 NPD	Monthly
1518	PM: Elevator 2 NPD	ELEV-2 NPD	Monthly
1521	PM: Escalator 10 NPD	ESC-10 NPD	Monthly
1560	PM: Fire Extinguishers- NPD	EXT 1-78 NPD	Monthly
1733	PM: Non Automatic Facility Hinged Doors NPD	BLDG DRS NPG	Bi-annually
1776	PM: Annual Fire Extinguisher Inspection & Certification NPD	EXT 1-78 NPD	Weekly
1803	Periodic 06: Detail Clean Escalators 1-4: Stairs, Glass & Stainless Steel NPD	N-PKGDECK	Every 6 weeks
1804	Periodic 07: Detail Clean Escalators 9-10: Stairs, Glass & Stainless Steel NPD	N-PKGDECK	Every 6 weeks
1808	Periodic 11: Pressure Wash Stairwells NPD	N-PKGDECK	Weekly
1814	Periodic 16: Detail Clean Stainless Steel & Glass Panels on Pedestrian Crosswalks NPD	N-PKGDECK	Every 6 weeks
1816	Periodic 18: Clean South Facing Windows All Levels NPD	N-PKGDECK	Weekly
1818	Periodic 20: Autoscrub Pedestrian Crosswalks and Garage Common Areas Inside Bollards NPD	N-PKGDECK	Every 2 weeks
1841	PM: Exhaust Fan Inspection NPD	EF-19-NPG	Weekly
1842	PM: Exhaust Fan Inspection NPD	EF-20-NPG	Weekly
1843	PM: Exhaust Fan Inspection NPD	EF-21-NPG	Weekly
1844	PM: Exhaust Fan Inspection NPD	EF-22-NPG	Weekly
1845	PM: Exhaust Fan Inspection NPD	EF-23-NPG	Weekly
1846	PM: Exhaust Fan Inspection NPD	EF-24-NPG	Weekly
1847	PM: Exhaust Fan Inspection NPD	EF-25-NPG	Weekly
1848	PM: Exhaust Fan Inspection NPD	EF-26-NPG	Weekly
1849	PM: Exhaust Fan Inspection NPD	EF-27-NPG	Weekly
1850	PM: Exhaust Fan Inspection NPD	EF-28-NPG	Weekly
1851	PM: Exhaust Fan Inspection NPD	EF-29-NPG	Weekly
1852	PM: Exhaust Fan Inspection NPD	EF-30-NPG	Weekly

**RENTAL CAR CENTER
MINIMUM SERVICES**

1853	PM: Exhaust Fan Inspection NPD	EF-31-NPG	Weekly
1854	PM: Exhaust Fan Inspection NPD	EF-32-NPG	Weekly
1855	PM: Exhaust Fan Inspection NPD	EF-33-NPG	Weekly
1856	PM: Exhaust Fan Inspection NPD	EF-34-NPG	Weekly
1857	PM: Exhaust Fan Inspection NPD	EF-35-NPG	Weekly
1858	PM: Exhaust Fan Inspection NPD	EF-36-NPG	Weekly
1873	PM: Electric Unit Heater NPD	EUH-15-NPG	Weekly
1874	PM: Electric Unit Heater NPD	EUH-16-NPG	Weekly
1875	PM: Electric Unit Heater NPD	EUH-17-NPG	Weekly
1876	PM: Electric Unit Heater NPD	EUH-18-NPG	Weekly
1877	PM: Electric Unit Heater NPD	EUH-19-NPG	Weekly
1878	PM: Electric Unit Heater NPD	EUH-20-NPG	Weekly
1879	PM: Electric Unit Heater NPD	EUH-21-NPG	Weekly
1880	PM: Electric Unit Heater NPD	EUH-22-NPG	Weekly
1881	PM: Electric Unit Heater NPD	EUH-23-NPG	Weekly
1882	PM: Electric Unit Heater NPD	EUH-24-NPG	Weekly
1883	PM: Electric Unit Heater NPD	EUH-25-NPG	Weekly
1884	PM: Electric Unit Heater NPD	EUH-26-NPG	Weekly
1885	PM: Electric Unit Heater NPD	EUH-27-NPG	Weekly
1886	PM: Electric Unit Heater NPD	EUH-28-NPG	Weekly
1887	PM: Electric Unit Heater NPD	EUH-29-NPG	Weekly
1888	PM: Electric Unit Heater NPD	EUH-30-NPG	Weekly
1901	PM: Automatic Hand Dryers NPD	HD-13-NPG	Weekly
1902	PM: Automatic Hand Dryers NPD	HD-14-NPG	Weekly
1903	PM: Automatic Hand Dryers NPD	HD-15-NPG	Weekly
1904	PM: Automatic Hand Dryers NPD	HD-16-NPG	Weekly
1905	PM: Automatic Hand Dryers NPD	HD-17-NPG	Weekly
1906	PM: Automatic Hand Dryers NPD	HD-18-NPG	Weekly
1907	PM: Automatic Hand Dryers NPD	HD-19-NPG	Weekly
1908	PM: Automatic Hand Dryers NPD	HD-20-NPG	Weekly
1909	PM: Automatic Hand Dryers NPD	HD-21-NPG	Weekly
1910	PM: Automatic Hand Dryers NPD	HD-22-NPG	Weekly
1911	PM: Automatic Hand Dryers NPD	HD-23-NPG	Weekly
1912	PM: Automatic Hand Dryers NPD	HD-24-NPG	Weekly
1915	PM: Packaged Terminal Air Conditioner NPD	PTAC-3-NPG	Weekly
1916	PM: Packaged Terminal Air Conditioner NPD	PTAC-4-NPG	Weekly
1919	PM: Water Heater NPD	WH-3-NPG	Weekly
1920	PM: Water Heater NPD	WH-4-NPG	Weekly
1923	PM: Expansion Tank NPD	ET-3-NPG	Weekly
1924	PM: Expansion Tank NPD	ET-4-NPG	Weekly
1931	PM: Heat Trace Elements NPD	HT-1-NPG	Weekly
1977	Periodic 26: Clean Out All Floor Drain Strainers NPD	N-PKGDECK	Weekly
2032	PM: Exhaust Fan NPD	EF-1-NPD	Weekly
2033	PM: Exhaust Fan NPD	EF-2-NPD	Weekly
2064	Periodic 47: Sweep All Stairwells NPD	N-PKGDECK	Monthly
2100	Periodic 56: Scrub All Restroom Floors NPD	N-PKGDECK	Quarterly

**RENTAL CAR CENTER
MINIMUM SERVICES**

2121	Periodic 69: Pressure Wash Edging of Pedestrian Crosswalks & Garage Common Areas NPD	N-PKGDECK	Every 8 weeks
2146	PM: 3-Year Electrical Distribution Systems Infrared Testing NPD	EDS-NPD	Every 3 years
2154	Periodic 92: Clean All Electrical & ISD Rooms On All Levels NPD	N-PKGDECK	Weekly
2169	Periodic 96: Lighting Tour Outer Ramp Lights NPD	N-PKGDECK	Weekly
2207	Periodic 100: Clean All Smoke Detectors NPD & SPD	N-PKGDECK	Weekly
2219	PM: Domestic Water Valves NPD	DWV NPD	Weekly
2228	Periodic 102: Detail Clean All Passenger Elevators;; NPD	N-PKGDECK	Every 2 weeks
Scheduled Work: All Stations			
1535	Tour 1A: Automatic Sliding Doors Daily Safety Checks: All	ALL STATIONS	Weekly
1536	Tour 1B: Automatic Sliding Doors Daily Safety Checks: All	ALL STATIONS	Weekly
1537	Tour 2: Critical Systems & Grounds: All	ALL STATIONS	Weekly
1811	Periodic 14: Annual Facility Window Cleaning	ALL STATIONS	Weekly
1963	Periodic 25: Utility Meter Readings: All	ALL STATIONS	Monthly
1984	Periodic 30: Record Generator Hours: All	ALL STATIONS	Monthly
2012	Tour 9A: Trash Pickup: All	ALL STATIONS	Continuous
2013	Tour 9B: Trash Pickup: All	ALL	Continuous
2056	Periodic 42: Dust the Tops of Security Cameras: All	ALL STATIONS	Bi-annually
2067	Periodic 50: Dry System Purging: All	ALL STATIONS	Weekly
2104	PM: Emergency Phones All Stations: All	ALL STATIONS	Monthly
2130	Periodic 76: Facility Maintenance Inspection: All	ALL STATIONS	Monthly
2131	Periodic 77: Facility Custodial Inspection: All	ALL STATIONS	Monthly
2156	PM: Annual Automatic Sliding Doors: All	ALL STATIONS	Continuous
2223	PM: Pest Control Services: All	ALL STATIONS	Monthly
2230	Periodic 104: Thoroughly Wipe Down All Wall Surfaces: All	ALL STATIONS	Monthly
2231	PM: Quarterly Automatic Sliding Door Inspections: All	ALL STATIONS	Monthly
Turf Maintenance			
	Mowing		Weekly
	Aerating/Overseeding Fescue		Annual
	Edging		Weekly
	Weed Eating		Weekly
	Fertilizer, Pre/Post Emergents		Six Applications Per Year
	Insect & Disease Control, Fungicides		As Required
Trees, Shrubs, Groundcover & Bed Maintenance			
	Pruning Shrubs		Monthly
	Pruning/Limbing Up Trees		Annual
	Seasonal Pruning		Annual
	Weed Control		Weekly
	Insect & Disease Control		As Required
	Mulching (Pine Straw)		Semi-Annual

RENTAL CAR CENTER MINIMUM SERVICES

	Annual Flowers		Semi-Annual
	Litter Removal/Policing		Four Times Per Week
Irrigation Maintenance			
	Test/Inspect		Monthly
	Winterize		Annual
	Start Up		Annual

Recurring Services: Custodial Routes - RCC

	Dust mop floors		Daily
	Auto scrub floors		Daily
	Burnish floors		Weekly
	Spot clean floors		Continuous
	Detail clean, disinfect & restock restrooms & associated fixtures		Daily
	Police restrooms		Continuous
	Detail clean all glass & windows up to 6 ft. AFF		Weekly
	Spot clean all glass & windows up to 6 ft. AFF		Continuous
	Empty all trash cans		Continuous
	Pick up trash & debris exterior grounds area		Continuous
	Police dog park		Daily
	Spot clean elevators		Continuous
	Spot clean escalators		Continuous
	Vacuum walk off mats		Daily
	Detail clean all benches & trash cans		Weekly
	Spot clean benches & trashcans		Continuous
	Detail clean all stainless steel surfaces		Weekly
	Spot clean all stainless steel surfaces		Continuous
	Spot clean walls & partition surfaces		Continuous
	Clean Management offices		Daily
	Remove cigarette butts from ash urns; sift sand		Continuous
	Clean janitorial closets		Daily
	Spot clean tops and sides of vending machines		Daily

Recurring Services: Custodial Routes - Gateway Station

	Dust mop floors		Daily
	Auto scrub floors		Daily
	Burnish floors		Weekly
	Spot clean floors		Continuous
	Detail clean, disinfect & restock restrooms & associated fixtures		
	Detail clean all glass & windows up to 6 ft. AFF		Weekly
	Spot clean all glass & windows up to 6 ft. AFF		Continuous
	Empty all trash cans		Continuous
	Pick up trash & debris exterior grounds area		Daily
	Police dog park		n/a
	Spot clean elevators		Continuous
	Spot clean escalators		n/a
	Vacuum walk off mats		n/a

**RENTAL CAR CENTER
MINIMUM SERVICES**

	Detail clean all benches & trash cans		Weekly
	Spot clean benches & trashcans		Continuous
	Detail clean all stainless steel surfaces		Weekly
	Spot clean all stainless steel surfaces		Continuous
	Spot clean walls & partition surfaces		Continuous
	Remove cigarette butts from ash urns; sift sand		Continuous
	Clean janitorial closets		Daily
Recurring Services: Custodial Routes - Airport Station			
	Dust mop floors		Daily
	Auto scrub floors		Daily
	Burnish floors		Weekly
	Spot clean floors		Continuous
	Detail clean all glass & windows up to 6 ft. AFF		Weekly
	Spot clean all glass & windows up to 6 ft. AFF		Continuous
	Empty all trash cans		Continuous
	Pick up trash & debris exterior grounds area		Continuous
	Police dog park		Continuous
	Spot clean elevators		Continuous
	Spot clean escalators		Continuous
	Vacuum walk off mats		Daily
	Detail clean all benches & trash cans		Weekly
	Spot clean benches & trashcans		Continuous
	Detail clean all stainless steel surfaces		Weekly
	Spot clean all stainless steel surfaces		Continuous
	Spot clean walls & partition surfaces		Continuous
	Remove cigarette butts from ash urns; sift sand		Continuous
	Clean janitorial closets		Daily
Recurring Services: Custodial Routes - Parking Decks			
	Spot clean floors		Daily
	Detail clean, disinfect & restock restrooms & associated fixtures		Daily
	Police restrooms		Daily
	Detail clean all glass & windows up to 6 ft. AFF		n/a
	Spot clean all glass & windows up to 6 ft. AFF		n/a
	Empty all trash cans		Continuous
	Pick up trash & debris exterior grounds area		Daily
	Spot clean elevators		Daily
	Spot clean escalators		Daily
	Detail clean all trash cans		Weekly
	Spot clean trashcans		Daily
	Detail clean all stainless steel surfaces		Weekly
	Spot clean all stainless steel surfaces		Daily
	Spot clean walls & partition surfaces		Daily
	Clean janitorial closets		Daily

EXHIBIT A.1
COMPENSATION

1 COMPENSATION

- 1.1 The breakdown and Annual Maximum Payment for the complete performance of the Services is as follows:

Ramp Up Period	Ramp Up Services	\$ _____
(to be paid during Contract Year No. 1 per Sec.1.5.1)		

Contract Partial Year No. 1	Fixed Management Fee	\$ _____
(November 1, 2014- June 30, 2015)	Capped Cost of Operation	\$ _____

CONTRACT PARTIAL YEAR NO. 1 ANNUAL MAX. PAYMENT **\$ _____**

Contract Year No. 1	Fixed Management Fee	\$ _____
(July 1, 2015- June 30, 2016)	Capped Cost of Operation	\$ _____

CONTRACT YEAR NO. 1 ANNUAL MAX. PAYMENT **\$ _____**

Contract Year No. 2	Fixed Management Fee	\$ _____
(July 1, 2016- June 30, 2017)	Capped Cost of Operation	\$ _____

ESTIMATED CONTRACT YEAR NO. 2 ANNUAL MAX. PAYMENT **\$ _____**

Contract Year No. 3	Fixed Management Fee	\$ _____
(July, 2017- June 30, 2018)	Capped Cost of Operation	\$ _____

ESTIMATED CONTRACT YEAR NO. 3 ANNUAL MAX. PAYMENT **\$ _____**

Option Year No. 4 (If Exercised)

(July 1, 2020- June 30, 2021)	Fixed Management Fee	\$ _____
	Capped Cost of Operation	\$ _____

ESTIMATED OPTION YEAR NO. 4 ANNUAL MAX. PAYMENT **\$ _____**

Option Year No.5 (If Exercised)

(July 1, 2021- June 30, 2022)	Fixed Management Fee	\$ _____
	Capped Cost of Operation	\$ _____

ESTIMATED OPTION YEAR NO. 5 ANNUAL MAX. PAYMENT **\$ _____**

Option Year No. 6 (If Exercised)

(July 1, 2022- June 30, 2023)	Fixed Management Fee	\$ _____
	Capped Cost of Operation	\$ _____
ESTIMATED OPTION YEAR NO. 6 ANNUAL MAX. PAYMENT		\$ _____

Option Year No. 7 (If Exercised)

(July 1, 2023- June 30, 2024)	Fixed Management Fee	\$ _____
	Capped Cost of Operation	\$ _____
ESTIMATED OPTION YEAR NO. 7 ANNUAL MAX. PAYMENT		\$ _____

- 1.2 As full compensation for all the Contractor's services and obligations in connection with this Agreement, the City will pay the Contractor a Fixed Management Fee and will reimburse Contractor for Ramp Up Services and the Cost of the Operation, up to the Capped Cost of the Operation, as approved annually by the Department of Aviation. Notwithstanding the Annual Maximum Payment, only actual costs associated with the Cost of Operations and Ramp Up Services will be reimbursed. The Contractor is not entitled to, nor is the City required to expend, the Annual Maximum Payment in any Contract Year.
- 1.3 **Budgeting and Reimbursement.** Contractor shall prepare an annual budget for the Cost of the Operation as described in Part A which shall be completed each year by a date to be specified by the DOA. The total annual budget shall not exceed the Capped Cost of the Operation for that Contract Year. The City will review the budget and will approve the budget, in whole or in part, in its discretion. Only approved budget items will be reimbursed as a Cost of the Operation. The City will not reimburse unapproved expenditures or expenditures in excess of the annual Capped Cost of the Operation.
- 1.4 The Contractor shall keep, and shall cause any Subcontractors under Contract to keep daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and notwithstanding any other provisions of this Agreement, failure to do so shall have a conclusive waiver of the Contractor's right to compensation for such services or expenses as are otherwise compensable hereunder. The DOA shall have the right to audit all such records.
- 1.5 **Submittal of Invoices.** Except as provided in 1.5.1, Contractor must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the term of this Agreement requesting payment for Services rendered during the previous month, in accordance with the provisions of this Clause.
- 1.5.1 Contractor shall submit no invoices and shall receive no compensation prior to November 1, 2014. All approved expenses associated with the Ramp Up Services performed prior to November 1, 2014 shall be allocated, in equal installments, over the first three monthly invoices submitted by Contractor.
- 1.5.2 Contractor must submit all invoices in original & three (3) copies to:

City of Atlanta
Department of Aviation

Operations, Security, and Maintenance Division
1300 Inner Loop Road
College Park, GA 30337
Attention: Mr. Robert Palmer,
Director of Airport Maintenance
Reference: Contract No.: FC-7269

2. **FORMAT OF INVOICES.**

- 2.1 All invoices submitted by the Contractor shall include:
 - 2.1.1 Contractor Payment Request
 - 2.1.2 Schedule of Values
- 2.2 The Contractor's cumulative invoices shall not exceed the total Contract amount, without prior written authorization from the City.
- 2.3 A narrative of one page only, listing the scope of the services billed for, shall accompany each invoice.
- 2.4 **Review Period for Deliverables.** City will be entitled to review and approve/disapprove each deliverable submitted by Contractor pursuant to this Agreement. If City approves a deliverable, Contractor will be entitled to submit an invoice for final payment concerning that Deliverable, subject to the withholding of retainage according to this Contract. If City disapproves a non-conforming Deliverable, City will notify Contractor in writing, setting forth in that notice specifically the reasons for City's disapproval of the Deliverable. Contractor will have seven (7) days, at its own cost, to correct all deficiencies with the Deliverable noted by City and resubmit the Deliverable to City for review and approval/disapproval. At Contractor's own cost; the City retains the right to continue to resubmit any non-conforming Deliverable to Contractor until all Deliverable deficiencies are corrected.. If Contractor submits to City a non-conforming Deliverable, Contractor will not be entitled to an increase in the time for performance or compensation concerning that non-conforming Deliverable.
- 2.5 **Payment of Invoices.** Unless otherwise provided herein, payment shall be as follows:
 - 2.5.1 All payments to the Contractor shall be based on a City-approved invoice. Payments for basic services shall be made monthly and be in accordance with the terms and conditions contained herein. Monthly payment for basic services shall be in full (minus any retainage for disputed items) incurred by the Contractor as described.
 - 2.5.2 Payments for reimbursable expenses shall be made monthly upon presentation of the required documents.
- 2.6 **City's Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Contractor when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies or actions stipulated by City have been satisfied.
- 2.7 **Releases of all Claims.** City may, as a condition precedent to any payment, require Contractor to submit for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it,

complete waivers and releases of all claims against City arising under or by virtue of this Contract. Upon request, Contractor must, in addition, furnish acceptable evidence that all claims have been satisfied.

- 2.8 **Acceptance of Payments by Contractor; Release.** The acceptance by Contractor of any payment for Services under this Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Contractor for everything done or furnished for or relating to the Services for which payment was accepted, unless Contractor, 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.
- 2.9 **Claims against Contractor.** If claims filed against Contractor in connection with Contractor's performance under this Contract, for which City may be held liable, if unpaid, are not promptly removed by Contractor 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 Contractor. If the amount of any withheld payment or other monies due Contractor under this Agreement is insufficient to meet any of those costs, or if any claim against Contractor is discharged by City after final payment under this Agreement is made, Contractor must promptly pay City all reasonable costs incurred by City concerning the claim after Contractor's receipt of written notice from City.

3. **Charge/Reimbursable Work**

- 3.1 The term "Charge/Reimbursable Work" shall mean collectively: maintenance, repair or replacement work performed or services rendered by the Contractor or a Subcontractor which were in addition to the Services described in other parts of Exhibit A. An example of Charge/Reimbursable Work includes acts of malicious damage, vandalism, caused by other than the Contractors Personnel, and special City-requested projects.
- 3.2 For Charge/Reimbursable Work rates, strictly straight and premium time hourly rates are required-no other rates will be accepted.
- 3.3 Repairs due to malicious damage or vandalism, caused by other than the Contractors Personnel, shall be reimbursed under the Charge/Reimbursable compensation clause. The Contractor shall document any Third Party malicious damage or Third Party vandalism discovered and report to the AGM as required in the Response & Resolution Table.
- 3.4 Charge/Reimbursable Work subsections as follows:
- 3.4.1 The Contractor shall not charge premium rates during times when the Contractor is required to provide coverage for general maintenance, preventive maintenance, and other routine maintenance covered under the base Contract unless the charge/reimbursable work requires additional personnel beyond scheduled coverage.
- 3.5 The Aviation General Manager might request or the Contractor may provide fixed priced proposals for charge/reimbursable work over the lowest threshold.
- 3.6 No Charge/Reimbursable Work shall commence without the prior written authorization of the AGM.
- 3.7 Unless otherwise approved in advance by the AGM, all Charge/Reimbursable Work shall be competitively bid to at least three qualified service providers or Subcontractors or as instructed by the AGM.

- 3.8 All discounts or rebates received by Contractor in connection with the performance of Charge/Reimbursable Work shall be credited against the cost charged by Contractor to the City.
- 3.9 The Contractor is not entitled to any charge, fee or markup for management personnel except in connection with the performance of maintenance, repair or replacement work identified as "Unscheduled" which costs in excess of \$24,999 per item, or "Upgrades" (regardless of cost) unless the Contractor actually deploys additional employees at the Serviced Facility and the Contractor actually deploys additional management employees.
- 3.10 Special City-requested Projects: The Contractor shall be prepared to provide support for additional Serviced Facility needs, such as new tenant and/or departments' special requirements, energy conservation initiatives, etc., as needed.

4 Payments

- 4.1 The Contractor shall promptly pay its employees, subcontractors, and equipment suppliers on a pre-determined schedule. The Contractor shall be liable to the City for all damages suffered by the City occurring as a result of work stoppages, slowdowns, disputes or strikes. If there is a discrepancy in the payment schedule, the Contractor shall immediately notify the Aviation General Manager in writing of the nature, cause, and resolution of the discrepancy.

EXHIBIT B

DEFINITIONS

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

“Annual Maximum Payment” means the maximum amount of compensation available to be paid by the City to the Contractor for any Contract Year. The Annual Maximum Payment shall not, under any circumstances, exceed the amount of compensation authorized by the Atlanta City Council.

“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 Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Task Order.

“ATAMS” means Airport Total Asset Management System.

“ATL” means Hartsfield-Jackson Atlanta International Airport.

“Aviation General Manager (AGM)” means the Aviation General Manager, Hartsfield-Jackson Atlanta International Airport, acting personally or through any of his designated representatives. For this Contract the designated representative is the Director of the Airport Maintenance Division.

“Charges” means the amounts payable by City to Contractor under this Agreement and any applicable Task Orders or Change Documents.

“City Security Policies” means the policies set forth in **Exhibit E**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in,

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

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

"Contractor Personnel" means and refers to Contractor employees or subcontractors hired and maintained to perform Services hereunder.

"Contract Documents" includes this Agreement and the exhibits and appendices hereto and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Contract Year" means each period during the Term beginning on November 1 and ending on October 31 of the following year. For example, Contract Year No. 1 shall begin on November 1, 2014 and shall end on October 31, 2015.

"DOA" means the City of Atlanta Department of Aviation.

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

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

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

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

"Ramp Up Period" means the period between October 1, 2014 and October 31, 2014.

"Serviced Facilities" means the Rental Car Center and Plane Train Automated People Mover Stations which is situated on a 98 acre tract adjacent to Hartsfield Jackson Atlanta International Airport (H-JAIA) and slightly west of Interstate 85. The Rental Agency Complex is intended to house multiple rental car companies currently operating at H-JAIA. The facility will provide approximately 8,670 ready, return and storage

spaces in the garage structures, with an additional 1,200 ground storage spaces. The facility will include a multi-level Customer Service Center (CSC), circulation roadways, interior and exterior landscaping, and three Automated People Mover stations: Gateway (GICC) Station, Central Passenger Terminal Complex (CPTC) Station, and Customer Service Center (CSC) Station – all facilities require mechanical, electrical/electronics, plumbing, building/structure services, elevator/escalator services, exterior grounds services, janitorial services, customer service responsibilities, facilities management operation and maintenance services.

“Service Provider” means _____ Inc. The Firm entering into a Contractual Agreement with the City to provide the Services herein. Service Provider may also be identified as “Contractor” within this Contract.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

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

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

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
Rental Car Facility (RCC) Operations and Maintenance

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement have been unconditionally satisfied.

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

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit D that concern the proposed cancellation, or termination of coverage.

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

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been

granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

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

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

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

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded.

10. Self Insured Retentions, Deductibles or Similar Obligations

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

11. Task Order

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

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$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

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

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Medical Expense
- ☒ 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

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

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

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

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

F. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$1,000,000 per occurrence**.

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

G. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000** each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

H. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

I. Performance and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

1. The Bonds shall name the City as the Obligee, be in a form approved by the City Attorney and shall remain in full force and effect until completion and acceptance of the project by the City.

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

the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.

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

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

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

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-7269; RENTAL CAR CENTER, OPERATION AND MAINTENANCE

EXHIBIT "E", AIRPORT SECURITY REQUIREMENTS

1. **Airport Security Requirements.** Contractor shall at all times conduct all operations under this Contract 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.

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.

2. **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.
3. **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 Contract. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.
4. **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.

4.1 FBI/CHRC Checks. To obtain a SIDA badge, each individual must successfully undergo 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 forms of Identification prior to the badging process. At least one form of identification must have been issued by a government authority and at least one must contain a photograph. 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 \$60.00 per individual. The current cost for badge is \$60.00 per individual. Costs for lost badges is \$200.00. 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.

5 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.

6 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.

6.1 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.

6.2 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.

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

6.4 Each Subcontractor identified in the Contractor's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Contractor, to the DOA Security Division. A copy of the Subcontractor's Insurance

certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

- 6.5 Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.
- 6.6 Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.
- 6.7 Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.
- 6.8 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.
- 6.9 The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Contractor's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 6.10 Badges issued to Contractor and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:
 - 6.10.1 Completion of Contract or subcontract, unless extended by the City;
 - 6.10.2 Expiration of Insurance coverage, as indicated on the Contractor's Insurance certificate; or
 - 6.10.3 Employee's driver's license expiration date;
 - 6.10.4 Two (2) years from the issuance of the badge.
- 6.11 Contractor and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Contractor's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.
- 6.12 Contractor's questions concerning Airport Security shall be directed to (404) 530-6667.

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

7.1 Ramp Certification. City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. These drivers shall only operate vehicle on the approved NLVR's & Aprons, excluding the Aircraft Movement Area. Contractor shall contact Airport Operations, at (404)530-6620 during normal business hours to schedule the training session.

7.2 Except where noted, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).

7.3 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).

7.4 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.

- 8 Protocols for Contractor Escorting.** Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Contractor must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Contractor may contact DOA Security Manager at (404) 530-6667 during normal operating hours. These requirements cover security escorting of unbadged personnel through airport security gates. The requirements for escorting onto the Aircraft Movement Area (AMA) and for crossing-guards on the airfield are included in the Technical Specifications.

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

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

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

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

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

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

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

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

8.9 All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 59. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.

8.10 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

9 Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

9.1 Highest level of Security required.

9.2 All employees of prime Contractor and subcontractor, must be badged to work in the sterile area.

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

9.4 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.

- 10 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 and Bonding Capacity. 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.
- 11 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 Contract. The approved system of marking and delineating shall be installed, maintained and protected at all times.
- 12 Tools and Materials.** Contractor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.
- 12.1** All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the 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.
- 12.2** 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.
- 12.3** 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.
- 12.4** 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.

13 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.

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

13.2 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.

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

13.4 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.

14 Staging Areas. The Contractor's Construction staging area shall be identified on the plans.

15 Federal Inspection Service Areas. For any or all work conducted within Federal Inspection Service (FIS) areas, Contractor shall submit FIS Authorization requests to the **U.S. Customs Service (404) 765-2300**. 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.

15.1 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.

16 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.

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

EXHIBIT F
DISPUTE RESOLUTION PROCEDURES

1. If Contractor 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, Contractor shall, without delay and within three (3) days of being aware of the circumstances giving rise to Contractor's claim, provides written notice of its claim to City. If Contractor fails to give timely notice as required by this subsection or if Contractor commences any alleged additional work without first providing notice, Contractor 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 Contractor's written notice to City is required under this subsection, Contractor shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor 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 Contractor Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Contractor are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

EXHIBIT G
SAFETY AND HEALTH PLAN

- 1.0 Safety and Health Plan.** The City of Atlanta ("City") has established this Safety and Health Plan ("Plan") to promote safety and to minimize and control hazards and risks associated with projects at the Airport. Contractor is solely responsible for developing a Safety and Health Plan which provides protection to Contractor's employees, facility tenants and property, City personnel and property, and the Serviced Facility customers and visitors. Contractor is required to develop and submit to the City's Authorized Representative Contractor's proposed Safety and Health Plan. City's Authorized Representative will review the draft Plan and provide any comments regarding such Plan. City's Authorized Representative comments do not constitute "approval" or the Plan. Contractor is solely responsible for ensuring the adequacy of safety measures at the Serviced Facility.
- 2.0 General Requirements.** The substance of the Plan addresses:
- 2.1 Periodic inspection by the Authorized Representative(s) of Contractor's Work, Jobsites and storage areas to assure safe conditions and practices.
 - 2.2 Provisions for Contractor's training of all Employees in all Plan requirements.
 - 2.3 Immediate reporting to City's Authorized Representatives of any death, injury or damage to property at the Serviced Facility or any other property adjacent to or near the Airport at which Work under this Contract is performed.
 - 2.4 Full cooperation in the conduct of inspections by City's Authorized Representatives, governmental agencies and other agencies of competent jurisdiction, e.g. OSHA. Copies of citation notices received by Contractor(s) from such agencies must be submitted to the City's Authorized Representative immediately upon receipt.
 - 2.5 Compliance with all Governmental Requirements and directives of governmental and other agencies of competent jurisdiction, e.g. OSHA.
 - 2.6 Use of approved regulatory and City required safety Equipment and protection devices as described in the Plan.
 - 2.7 Immediate correction by Contractor(s) of any unsafe conditions or unsafe acts by their Employees.
 - 2.8 Medical surveillance requirements for personnel exposure to hazardous substances, e.g. radiation badges.
 - 2.9 Safety requirements and procedures for decontamination facilities, e.g. protective clothing and warning signs.

2.10 The use of forms and other information attached to this Plan, or such other forms or versions of those forms that City may, from time to time, direct Contractor to use.

3.0 Compliance. This Plan is part of the Contract Documents. Contractor must, at all times, comply with all aspects of this Plan as well as ensure that all employees comply with the provisions of this Plan. Contractor must include the obligations of this Plan in all of its written employment agreements, Subcontracts, purchase orders and any other documents utilized by it in obtaining goods and services relating to Contractor's performance of this Contract and Work on the Project. The failure of Contractor to submit any reports required by this Plan or to violate any of its provisions shall be sufficient cause to terminate Contractor's right to proceed with the work. Noncompliance with any provision is sufficient cause for the City to withhold approval of Contractor's invoices for progress payments or to increase the amount of Contractor's retainage until such time as Contractor fully complies with all contract documents.

4.0 Contractor Obligations. The Contractor acknowledges that the effectiveness of this Plan depends on the active participation and cooperation of the Contractor, its Subcontractors/Subconsultants and all Employees.

4.1 General. Contractor must:

Develop a Site-Specific Safety Plan that addresses all Work activities, i.e. fall exposures, excavations, cranes, etc. This Site-Specific Safety Plan must be submitted to the Authorized Representatives and reviewed prior to start of the Work.

4.1.1 The Contractor shall identify an Employee as the Contractor's designated Safety Representative who shall have the requisite of a minimum OSHA-30 Safety certification. The Contractor's and subcontractor's workforce must all have a minimum of OSHA-10 training.

4.1.2 Contractor Ratings

Contractor shall not, without the prior written approval of Authorized Representative, exceed the following safety rating for the previous year.

Interstate EMR:	1.00
State EMR:	1.00
LWDC:	2.00 (Consistent with National Average)
OSHA Recordable:	5.00 (Consistent with National Average)

Subcontractor Ratings

Contractor shall not, without the prior written approval of Authorized Representative, subcontract with any entity which exceeds the following safety rating for the previous year.

Interstate EMR:	1.00
State EMR:	1.00
LWDC:	2.00
OSHA Recordable:	5.00

- 4.1.3 Comply with applicable Governmental Requirements, industry standards, and Airport Regulations and Requirements, as outlined in this Plan and the Contract Documents.
- 4.1.4 Indemnify the City for any fines or penalties imposed on the City as a direct result of Contractor's failure to comply with any safety requirement referenced in 4.1.2.
- 4.1.5 Provide safety data information to the Authorized Representative, as required.
- 4.1.6 Include in their Site-Specific Safety Plan the requirement for a 100% fall protection program for all work performed 6 feet or more above ground or finished floor level.
- 4.1.7 Include operating criteria for motorized equipment and an emergency evacuation plan.

4.2. **Additional Contractor Responsibilities.** Contractor is ultimately responsible for accident prevention and Jobsite safety. This responsibility may not be delegated to Subcontractors, or other Persons.

- 4.2.1 Contractor shall submit to the City, a history of experience and qualifications of the person who will manage the Contractor's safety functions on site.
- 4.2.2 Report all accidents and incidents to the City's Authorized Representative on a State of Georgia First Report of Injury Form. Incident Reports must be submitted on a Supervisor's Incident Report Form.

5.0 **Contractor's Safety Manager.** Contractor's Safety Manager must perform daily safety inspections of all Jobsites to eliminate unsafe acts and/or conditions in violation of the Contract Documents, the Safety and Health Plan, Contractor's Site-Specific Safety Plan or OSHA. Contractor's Safety Manager must ensure that all Employees are made aware of the steps to take in the event of an accident and the location of first aid facilities. Contractor's Safety Manager must also perform, as applicable, the following:

- 5.1 Assist in investigating all accidents and implementing immediate corrective actions.
- 5.2 Review safety meeting reports submitted by all Job Superintendents and take necessary action to ensure that meaningful weekly safety meetings are being conducted.
- 5.3 Implement safety-training programs for all Job Superintendents and Employees applicable to their specific responsibilities of each position.
- 5.4 Control the availability and use of necessary safety Equipment, including personal protective Equipment for all Employees.
- 5.5 Cooperate with Safety Managers of other contractors, and take necessary steps to promptly implement appropriate safety recommendations.
- 5.6 Attend safety meetings held for the Project.

6.0 Miscellaneous Safety Requirements.

- 6.1 **Safe Operations.** Contractor is fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to individuals and damage to property. Contractor must continually and diligently inspect all Equipment, Materials and Work to discover any conditions that might involve such risks and is solely responsible for discovery and correction of any such conditions.
- 6.2 **Safety Orders.** Contractor must have copies of appropriate Federal, State and Local Safety Regulations at all Jobsites available for Employees to review and must comply with all provisions.
- 6.3 **General Safety Provisions.** Contractor must protect the health and safety of Employees, the public and other Persons, prevent damage to property, Materials, supplies, and Equipment and avoid interrupting the normal operation of the Serviced Facility. To achieve these purposes, Contractor must:
 - 6.3.1 Comply with all Governmental Requirements and industry standards pertaining to safety and health at any Jobsite, including, but not limited to:
 - 6.3.1.1 OSHA Construction Safety and Health Regulations, CFR Part 1926
 - 6.3.1.2 CFR Part 1910
 - 6.3.1.3 NFPA Standards
 - 6.3.1.4 Operational Safety on Airport Construction (FAA 150/5370-2C)
 - 6.3.1.5 N.E.C. Standards

6.3.1.6 ANSI Standards

6.3.1.7 EPA Standards

6.4 Establish a Fire Prevention Plan incorporating, as a minimum, OSHA and NFPA standards. Only approved safety cans may be used for flammable and combustible liquids. "No Smoking or Open Flame" signs and fire extinguishers must be provided where required. Approved safety cans must be metal with flash arresters and spring-loaded tops.

6.4.1 Prevent construction/maintenance activities or Materials from hampering any crash-fire-rescue vehicle access to any parts of the Airport.

6.4.2 Continuously remove all bird attractions, such as edibles (food scraps, etc.) or other miscellaneous garbage, trash, or pooled water at all Jobsites where Contractor is performing Work.

6.4.3 Secure all Material and Equipment to prevent displacement from wind or jet blast. No survey or barricade tape is to be used on any Project adjacent to runways or taxiways.

6.4.4 Have temporary electrical service equipped with ground fault current interrupters.

6.4.5 Provide adequate and proper fencing, barricading, marking, and lighting of construction, maintenance or other sections of the Airport that are temporarily closed to normal Airport use.

6.4.6 Ensure that all Employees working on, erecting, dismantling or modifying any scaffolding are trained by a competent Person and maintain documentation concerning all training at the Project.

6.4.7 Ensure that a complete guardrail system is utilized on scaffolding at all working heights and fall protection plan implemented over six (6) feet.

7.0 **Cranes.** All cranes must have a current annual inspection by an accredited agency prior to working at the Project. This certification must remain current and a copy maintained in the crane at all times. Contractor must provide all required Equipment for the Project in safe mechanical condition.

8.0 **Protection of the Public and Property.** Contractor must take all steps necessary to ensure protection of the public and property, including, but not limited to, adhering to the following requirements:

- 8.1 When it is necessary to maintain public use of Jobsites involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, Contractor must protect the public with appropriate guardrails, lighting, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. This mandatory protection must guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
- 8.2 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public must be kept clear of obstructions to permit safe ingress and egress of the public at all times.
- 8.3 Appropriate warnings, signs and instructional safety signs must be conspicuously posted where necessary. In addition, a signalman must control the movement of motorized equipment in areas where the public might be endangered.
- 8.4 Sidewalk sheds, canopies, catch platforms, and appropriate fences must be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.
- 8.5 A temporary fence must be provided around the perimeter of aboveground operations adjacent to public areas, except where a sidewalk shed or fence is required. Perimeter fences must be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence must be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence. Fences, which serve also as a component of the airfield security fence, shall be constructed in accordance with applicable Airport specifications.
- 8.6 Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the Work at intervals not exceeding three hundred (300 feet) (90 m) also must be maintained, unless otherwise modified by City.
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- 8.7 Contractor must furnish, erect, and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs and hazard markings must be suitably illuminated.
- 8.8 Warning signs and lights, meeting Airport and FAA requirements, must be maintained from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public. These items must be placed at both ends of the protections or obstructions and not over twenty (20) feet apart alongside of the protections or obstructions.
- 8.9 Temporary sidewalks must be provided when a permanent sidewalk is obstructed by Contractor's operations. Guardrails must be provided on both sides of temporary sidewalks.
- 8.10 Fuel-burning lanterns, burn barrels, torches, flares, or other open-flame devices, are prohibited.
- 9.0 **Fall Protection Requirements.** These fall protection requirements are mandatory for all trades, involved in performing Work on the Project.
 - 9.1 Contractor must take all practical measures to eliminate, prevent and control fall hazards. The Project must be surveyed prior to the commencement of any Work to identify all hazards of Personnel falling from elevations. First consideration must be given to the elimination of those hazards. If a fall hazard cannot be practically eliminated, second consideration must be given to implementing effective permanent means of fall protection.
 - 9.2 If a fall hazard cannot be eliminated or fall prevention assured, then effective fall protection means must be planned, implemented and carefully monitored to control the risks of personal injury due to falling. Fall protection systems must be continuous by design and Contractor must control against intermittent or improper use.
 - 9.3 All Employees who are working where fall hazards cannot be eliminated or falls prevented must be uniformly equipped, trained and given refresher training every twelve (12) months to minimize adverse effects of accidental falls.
 - 9.4 All Employees must utilize a full body harness with two (2) shock-absorbing lanyards to allow continuous protection.
 - 9.5 Floor or wall openings must be properly barricaded at all times. Floor covers, on openings greater than three feet, may not be used to protect

open holes without the additional protection of a complete handrail system.

9.6 Guardrail systems consisting of a top rail, mid-rail and toe plate must be installed on perimeter edges or scaffolding.

9.7 Personal fall arrest systems such as vertical lifelines, retractable and shock absorbing lanyards, full body harnesses, netting, etc. must be provided in compliance with OSHA CFR 29, 1926, Subpart M.

10.0 Eye, Face and Head Protection Policy. All Employees shall at all times wear American National Standard Institute (ANSI) approved safety glasses with side shields on the Jobsite.

11.0 Activities. Before excavating any trench five (5) feet or more in depth, Contractor must submit to Authorized Representative a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for the Employees' protection from the hazard of caving ground during the excavation of such trench. A registered Civil Engineer must prepare the plan.

12.0 Accident Investigation and Reporting.

12.1 ALL ACCIDENTS OR INCIDENTS RESULTING IN PERSONAL INJURY OR PROPERTY DAMAGE MUST BE IMMEDIATELY REPORTED VERBALLY TO THE AUTHORIZED REPRESENTATIVE AND FOLLOWED BY A WRITTEN REPORT WITHIN 24 HOURS OF THE OCCURRENCE.

12.2 First Aid. All accidents which occur from operations or Work performed at the Airport must be referred to the listed panel of physicians, except in cases of extreme emergency.

12.3 Emergency Telephone Numbers. Contractor must post a list of emergency telephone numbers; to include doctor and ambulance, fire, etc., next to telephones at the Serviced Facility.

12.4 Critical Injuries. The Authorized Representative must be notified immediately in the following cases:

12.4.1 Spinal cord injury;

12.4.2 Head trauma;

12.4.3 Amputations;

12.4.4 Fatality;

12.4.5 Severe burns;

12.4.6 Heart attack; and

12.4.7 Hospitalizations.

- 12.5 Contractor must secure the affected area immediately after the accident in order to prevent any alteration of the scene before the investigation. The area is to be cordoned off and an individual posted by Contractor to restrict unauthorized personnel as necessary.
- 12.6 Contractor shall not make any news releases or statements to the public regarding any matters related to the accidents or incidents at the Serviced Facility.
- 12.7 Witness Statements. Contractor must assist the City's Authorized Representative in obtaining witness statements when there has been an accident. To the extent practicable, all statements are to be recorded and then typed. The witness must sign and date the statement after it is typed.
- 12.8 The Incident/Accident Report form must be filed within twenty-four (24) hours of the occurrence.
- 12.9 Appropriate drug screening must be conducted after the incident or accident.

13.0 Vehicular Traffic (As Applicable).

- 13.1 **Lighting and other Hazard Markings.** Contractor must furnish, erect and maintain markings and associated lighting of open trenches, excavations, temporary stock piles and its parked construction Equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the Airport in reasonable conformance to FAA Advisory Circular 150/5370-2D, Operational Safety on Airports during Construction. Contractor must identify each motorized vehicle or piece of construction equipment in reason conformance to FAA Advisory Circular 150-5370-2D.
- 13.2 The Contractor must also submit for approval a comprehensive plan detailing how traffic will be maintained on all Work under this Contract. For vehicular and pedestrian traffic, Contractor must furnish, erect and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices for Streets and Highways (published by United States Government Printing Office).

- 14.0 Fire Prevention Program.** Fire Prevention Program must be submitted in writing to City's Authorized Representative for review and coordination with other Jobsite activities prior to commencing Work at any Jobsite. Such program must include:
-

- 14.1 Restriction of burning to designated areas. No unauthorized fires shall be permitted on Jobsite.
 - 14.2 Assignment of fire watches, trained and equipped to prevent or control fires, for all welding and burning operations. Fires should be monitored for three hours after the burning.
 - 14.3 Proper identification, storing, handling and use of inflammable Material to prevent accidental ignition.
 - 14.4 Adequate fire extinguishing Equipment appropriate for the operations being performed must be provided and Employees must be trained in the maintenance and use of such Equipment.
 - 14.5 Evacuation procedures and fire drills as required by City's Authorized Representative
- 15.0 Hazard Communication Program.** A Hazard Communication Program must be submitted in writing to the Authorized Representative for review and coordination with other Jobsite activities prior to commencing Work at any Jobsite. This Program shall include:
- 15.1 Receipt/Identification of Material Safety Data Sheets (MSDS) for Materials being brought onto the Jobsite by Contractor or its Subcontractors/ Subconsultants.
 - 15.2 Employee training on MSDS's and in the handling and disposal of Materials that fall under statutory regulations.
 - 15.3 A disposal plan for removal of hazardous Materials from the Jobsite. This plan must meet all federal/national, state and other applicable governmental requirements.
- 16.0 Explosives.**
- 16.1 Transport of Explosives. Explosives may not be transported to any Jobsite except when required to perform the Work under this Contract and with prior notice of the City's Authorized Representative. Contractor must properly purchase, transport, store, safeguard, handle and use explosives required to perform the Work under this Contract. Contractor must employ competent and qualified Employees for the use of explosives, and notwithstanding any other provision in this Contract to the contrary, assumes full responsibilities for the cost of any incidental or consequential damages caused by the use of explosives. Residual surplus explosives

shall be promptly removed from the Jobsite and properly disposed of by Contractor.

- 17.0 Safety not Separately Priced.** Costs for performing all Work necessary to provide safety measures must be incidental to the prices for other items of Work and not priced separately.



CITY OF ATLANTA
DEPT. OF PROCUREMENT

2014 FEB 27 PM 3:28

CITY OF ATLANTA

Kasim Reed
Mayor

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

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

MEMORANDUM

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

FROM: Hubert Owens
Mayor's Office of Contract Compliance

RE: **EBO Bid Documents for Project No.: FC 7269, Rental Car Center
Operation & Maintenance.**

DATE: February 27, 2014

The EBO bid documents with project specific goal for Project No.: **FC 7269, Rental Car Center Operation & Maintenance** are enclosed.

The entire OCC package, which includes the project specific goal for the above referenced contract, must be included in the bid documents. Please note that the enclosed package is solely for this project.

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

cc: File
Les Page, DOP



CITY OF ATLANTA

Kasim Reed
Mayor

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

February 27, 2014

RE: Project No.: FC 7269, Rental Car Center Operation & Maintenance

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

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

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

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CITY OF ATLANTA
EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

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

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

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

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

(b) Determination of Violation of EBO Process

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

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

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

Equal Business Opportunity Program Bid/RFP Submittals

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

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Deborah Lum
Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a 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 the 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 methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC 7269, Rental Car Center Operation & Maintenance

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies involvement in the **.: Rental Car Center Operation & Maintenance** project throughout the life of the contract (See Page 6).

Part 2: All proponents must submit a EBO utilization Plan (EBO 3) identifying MBE/FBE firms and their level of participation on this project. Additionally proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

18.1% AABE, APABE & HABE and 8.3% FBE

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

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

SUBCONTRACTOR CONTACT FORM

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

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

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

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

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

Printed Signature: _____ Date: _____

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

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project

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

Total EBO%_____

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

Proponent's Company Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Printed Signature: _____ Date: _____

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

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

1.

2.

3.

4.

5.

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

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

Company Representative: _____

Phone Number: _____

First Source Jobs Agreement

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

This _____ day of _____, 201__.

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

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

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

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

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

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

Contractor

FORM 5