

**12-R-1411**  
 (Do Not Write Above This Line)

A RESOLUTION BY Yevan  
 COUNCIL MEMBER Felicia A. Moore  
~~FELICIA A. MOORE~~ Felicia A. Moore

A RESOLUTION TO TERMINATE CONTRACT FC-5249, AIRPORT CURBSIDE MANAGEMENT SERVICES; TO REQUEST THE CHIEF PROCUREMENT OFFICER TO IMMEDIATELY BEGIN THE REQUEST FOR PROPOSAL PROCESS IN ORDER TO PROCURE A NEW SERVICE PROVIDER; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

*Filed by  
 Full Council  
 11/5/12*

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred: 10/15/12  
 Referred To: Trans Portation  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Date Referred: \_\_\_\_\_  
 Referred To: \_\_\_\_\_

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair Yevan  
 Referred To \_\_\_\_\_

Trans Portation  
 Date 10/31/2012  
 Chair Yevan

Action  
 Fav, Adv, Hold (see rev. side)  
 Other 4/1

Members  
Mark Ashby  
Yevan  
Felicia A. Moore

Refer To  
Porter

Committee

Date \_\_\_\_\_  
 Chair \_\_\_\_\_

Action  
 Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee

Date \_\_\_\_\_  
 Chair \_\_\_\_\_

Action  
 Fav, Adv, Hold (see rev. side)  
 Other \_\_\_\_\_

Members \_\_\_\_\_

Refer To \_\_\_\_\_

Refer To \_\_\_\_\_

- FINAL COUNCIL ACTION
- 2nd
  - 1st & 2nd
  - 3rd
  - Consent
  - V Vote
  - RC Vote

CERTIFIED

ATLANTA CITY COUNCIL PRESIDENT

NOV 05 2012

**CERTIFIED**  
 NOV 05 2012  
Rachel Doughton  
 MUNICIPAL CLERK

MAYOR'S ACTION

RCS# 2386  
11/05/12  
2:53 PM

Atlanta City Council

12-R-1411

TERMINATE CONTRACT FC-5249; AIRPORT  
CURBSIDE MANAGEMENT SERVICES  
FILE

YEAS: 10  
NAYS: 4  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 0

|           |             |           |             |
|-----------|-------------|-----------|-------------|
| Y Smith   | N Archibong | N Moore   | NV Bond     |
| Y Hall    | Y Wan       | Y Martin  | Y Watson    |
| N Young   | N Shook     | Y Bottoms | Y Willis    |
| Y Winslow | Y Adrean    | Y Sheperd | NV Mitchell |

12-R-1411

A RESOLUTION

BY COUNCIL MEMBER FELICIA A. MOORE

12-R-1411



**A RESOLUTION TO TERMINATE CONTRACT FC-5249, AIRPORT CURBSIDE MANAGEMENT SERVICES; TO REQUEST THE CHIEF PROCUREMENT OFFICER TO IMMEDIATELY BEGIN THE REQUEST FOR PROPOSAL PROCESS IN ORDER TO PROCURE A NEW SERVICE PROVIDER; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.**

**WHEREAS**, pursuant to Resolution #11-R-1259 adopted September 6, 2011 and approved September 15, 2011, the City entered into a contract with A-National Limousine Service, Inc. (the Service Provider) for Ground Transportation Curbside Management Services at Hartsfield-Jackson Atlanta International Airport; and

**WHEREAS**, the contract is for an initial term of five (5) years commencing on October 1, 2011 and ending on September 30, 2016; and

**WHEREAS**, the Service Provider is a local purveyor of limousine and shuttle services; and

**WHEREAS**, the City engaged the services of a consultant, Ricondo and Associates, to perform a ground transportation study; and

**WHEREAS**, the consultant published its draft findings entitled "Benchmark Survey Status and Update" on August 28, 2012 and October 11, 2012; and

**WHEREAS**, with respect to the ground transportation commercial vehicle curb management service, Ricondo and Associates found that at the airport, (making reference to the contract between the City and A-National Limousine, Inc.), "one of the shared-ride service providers is also under contract to manage the commercial curbs. This leads to a perception of, if not a real conflict of interest"; and

**WHEREAS**, the City should not allow such a conflict of interest to exist with respect to its contracting procedures and accordingly, should terminate the contract.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA HEREBY RESOLVES AS FOLLOWS:**

**Section 1:** Pursuant to Section 18, 18.1(d) of the contract between the City and A-National Limousine Service, Inc., The City can terminate the contract where circumstances related to the contract constitutes a conflict of interest. Additionally, pursuant to Section 18.4, the City can terminate the contract for convenience at any time upon thirty (30) days written notice of such termination. Accordingly, contract FC-5249, Airport Curbside Management Services with A-National Limousine Service, Inc. effective January 31, 2013.

**Section 2:** The City Attorney is hereby directed to provide the thirty (30) day notice of termination to A-National Limousine Service, Inc., no later than December 31, 2012. The City Attorney is further directed to perform any and all acts necessary to effectuate the termination of the contract.

**Section 3:** In order to avoid any inconvenience or gap in service and to provide for an orderly transition, the Chief Procurement Officer is requested to issue a new Request for Proposals (RFP) immediately upon the adoption and approval of this resolution which RFP shall specify that proponents shall not be ground service transportation service providers.

**Section 4:** Consistent with the termination of the contract, Resolution #11-R-1259, adopted September 6, 2011 and approved September 15, 2011, shall also be rescinded as of January 31, 2013.

11-R-1259

(Do Not Write Above This Line)

A RESOLUTION  
BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AGREEMENT FC-5249;  
GROUND TRANSPORTATION CURBSIDE  
MANAGEMENT SERVICES AT HARTSFIELD-  
JACKSON ATLANTA INTERNATIONAL  
AIRPORT WITH A-NATIONAL LIMOUSINE  
SERVICE, INC. ON BEHALF OF THE  
DEPARTMENT OF AVIATION FOR AN  
AMOUNT NOT TO EXCEED \$6,635,619. ALL  
WORK SHALL BE CHARGED TO AND PAID  
FROM FDOA 5501 (AIRPORT REVENUE  
FUND) 5212001  
(CONSULTING/PROFESSIONAL SERVICES)  
180315 (GROUND TRANSPORTATION) 7563000  
(AIRPORT); AND FOR OTHER PURPOSES.

ADOPTED BY  
SEP 06 2011

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred \_\_\_\_\_  
 Referred To: \_\_\_\_\_  
 Date Referred \_\_\_\_\_  
 Referred To: \_\_\_\_\_

First Reading

Committee \_\_\_\_\_  
 Date \_\_\_\_\_  
 Chair \_\_\_\_\_  
 Referred To \_\_\_\_\_

Committee \_\_\_\_\_  
 Date 9/3/11  
 Chair \_\_\_\_\_

Action Fav, Adv, Hold (see rev. side)  
 Other

Members \_\_\_\_\_

Refer To \_\_\_\_\_

Committee

Date \_\_\_\_\_  
 Chair \_\_\_\_\_

Action Fav, Adv, Hold (see rev. side)  
 Other

Members \_\_\_\_\_

Refer To \_\_\_\_\_

FINAL COUNCIL ACTION  
 2nd  1st & 2nd  
 Consent  V Vote  FC

CERTIFIED

RECEIVED  
 SEP 06 2011  
 COUNCIL PRESIDENT PROTÉM

CERTIFIED  
 SEP 06 2011  
 R. L. Doughton  
 MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

SEP 15 2011  
 WITHOUT SIGNATURE  
 BY OPERATION OF LAW



**RESOLUTION  
TRANSPORTATION COMMITTEE**

**11- R -1259**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AGREEMENT FC-5249; GROUND TRANSPORTATION CURBSIDE MANAGEMENT SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT WITH A-NATIONAL LIMOUSINE SERVICE, INC. ON BEHALF OF THE DEPARTMENT OF AVIATION FOR AN AMOUNT NOT TO EXCEED \$6,635,619. ALL WORK SHALL BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") owns and operates Hartsfield-Jackson Atlanta International Airport (the "Airport"); and

**WHEREAS**, the City issued a request for proposals ("RFP") for FC-5249, Ground Transportation Curbside Management Services; and

**WHEREAS**, following review and evaluation of proposals submitted in response to the RFP, the Aviation General Manager and the Chief Procurement Officer have recommended that Agreement FC-5249; Ground Transportation Curbside Management Services be awarded to A-National Limousine Service, Inc., the responsive and responsible proponent whose proposal was determined to be most advantageous to the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor is authorized to enter into Agreement FC-5249; Ground Transportation Curbside Management Services at Hartsfield-Jackson Atlanta International Airport (the "Agreement") with A-National Limousine Service, Inc. Payments will be disbursed in an amount not to exceed the following:

- October 1, 2011 – September 30, 2012 \$ 948,576 5501.180315.5212001.7563000
- October 1, 2012 – September 30, 2013 \$1,370,072 5501.180315.5212001.7563000
- October 1, 2013 – September 30, 2014 \$1,394,287 5501.180315.5212001.7563000
- October 1, 2014 – September 30, 2015 \$1,428,222 5501.180315.5212001.7563000
- October 1, 2015 – September 30, 2016 \$1,494,462 5501.180315.5212001.7563000

**BE IT FURTHER RESOLVED**, that the Agreement shall have an initial term of five years with two, one-year renewal options at the City's sole discretion.

**BE IT FURTHER RESOLVED**, that all contracted work shall be charged to and paid from FDOA 5501 (Airport Revenue Fund) 5212001 (Consulting/Professional Services) 180315 (Ground Transportation) 7563000 (Airport).



**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare the Agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Agreement shall not become binding on the City and the City shall incur no liability thereunder until it has been signed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to A-National Limousine Service, Inc.

A true copy,

A handwritten signature in black ink, appearing to be "J. S. [unclear]", is written over a vertical line. Below the signature is the printed text "Deputy Municipal Clerk".

Deputy Municipal Clerk

**ADOPTED** by the Atlanta City Council  
**APPROVED** as per City Charter Section 2-403

**Sept. 6, 2011**  
**Sept. 15, 2011**

RCS# 1387  
9/06/11  
5:06 PM

Atlanta City Council

REGULAR SESSION

11-R-1259

ENTER INTO AGREEMENT FC-5249 GROUND  
TRANSP. CURBSIDE MANAGEMNT SERVICES  
ADOPT

YEAS: 11  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 3  
EXCUSED: 1  
ABSENT 1

|           |             |            |            |
|-----------|-------------|------------|------------|
| Y Smith   | E Archibong | Y Moore    | NV Bond    |
| NV Hall   | Y Wan       | Y Martin   | Y Watson   |
| Y Young   | Y Shook     | NV Bottoms | Y Willis   |
| Y Winslow | Y Adrean    | Y Sheperd  | B Mitchell |

11-R-1259

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. FC-5249, Airport Curbside Ground Transportation Management Services**

This Agreement shall include the management and staffing of a ground transportation Curbside Management Program at the domestic and international terminals of Hartsfield-Jackson Atlanta International Airport for five (5) years with two (2) one-year renewal options at the discretion of the City. **The value of this contract shall not exceed \$6,635,619 over the initial five (5) year term of this agreement.** The Service Provider shall provide an exceptional level of customer service, shall facilitate the ground transportation needs of the traveling public, including individuals requiring special transportation services (e.g., physically disabled, visually impaired, and the elderly), and shall monitor the Airport's ground transportation operations 24-hours per day, 7 days per week 365 days per year. Emphasis in this curbside management operation will be placed on the management and dispatching of taxicabs from both terminals. The following tasks further details the requirements of this Scope of Services:

1. The Service Provider shall be responsible for the management and oversight of the Airport's commercial ground transportation operation/operators to include taxis, limousines, shared ride shuttles, hotel shuttles, off-airport parking shuttles, and charter buses. Management and oversight is hereby defined as staffing appropriate personnel, dispatching vehicles, ensuring vehicle and driver compliance, customer service assistance, report management and generation, congestion mitigation, crowd control and distressed passenger assistance.
2. The Service Provider will manage and staff the new Maynard H. Jackson, Jr. International Terminal commercial ground transportation operation according to the following staffing levels: (1) The Service Provider shall staff a minimum of two (2) uniformed curbside agents in the Commercial Vehicle Holding Lot 20 hours per day including weekends and holidays. In addition, the Service Provider shall staff a minimum of three (3) uniformed curbside agents at the international terminal commercial vehicle loading zone 24 hours per day including weekends and holidays.
3. The Service Provider shall manage and staff the Taxi Assembly Area, which is the holding lot for all taxis at the domestic terminal. The Taxi Assembly Area shall be staffed with a minimum of one (1) uniformed employee between the hours of 5:00 a.m. and 2:00 a.m. daily including weekends and holidays.
4. The Service Provider shall manage and staff the Ground Transportation Center Taxi Dispatch Station, which is the loading zone for all taxis at the domestic terminal. The Taxi Dispatch Station shall be staffed with a minimum of two (2) uniformed employees 24 hours per day including weekends and holidays. At no time and for no reason shall there be one (1) representative working in this area.

5. The Service Provider shall staff a minimum of one (1) uniformed curbside agent at the entrance booth at the Ground Transportation Center 24 hours per day including weekends and holidays.
6. The Service Provider shall assign a minimum of two (2) uniformed curbside agents to monitor the commercial ground transportation operation within the Ground Transportation Center between 4:00 p.m. and 12:00 a.m. daily including weekends and holidays. The uniformed agents shall answer questions pertaining to the Airport's ground transportation services, notify patrons of incoming scheduled shuttle/bus arrivals, monitor the area to ensure no solicitation or other illicit activities are being conducted, assist special needs customers and monitor and manage crowd control.
7. The Service Provider shall have a working supervisor onsite at both the domestic and international terminals 24 hours per day including weekends and holidays.
8. The Service Provider shall hire a sufficient number of employees to fully staff all shifts on a daily basis, including weekends and holidays. Staffing shall cover both the domestic and international terminals 24 hours per day 365 days per year with emphasis to be placed on large conventions and Holiday travel.
9. Every month the Service Provider shall submit a staffing plan report to the Aviation Ground Transportation Manager outlining all vacant positions at both the domestic and international terminals and what is being done to fill them.
10. The Service Provider shall establish a system to validate and redeem credit cards for the traveling public and the Airport's taxi drivers. The system shall be in accordance with the Payment Card Industry ("PCI") requirements in order to protect the traveling public's credit card information. A system of redemption shall be established to ensure taxi drivers are paid for each credit card trip initiated at the airport within 48 hours of each respective trip/transaction and a driver submitting his/her voucher for redemption. There shall be no fee(s) charged to any customers for use of his/her credit card.
11. The Service Provider's Curbside Program Manager or Assistant Curbside Program Manager shall be on-call 24 hours per day including weekends and holidays and shall respond to all ground transportation operation emergencies as defined by the Ground Transportation Manager. It is expected that the Program Manager will work between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday and the Assistant Program Manager shall work Monday thru Friday between the hours of 3:00 p.m. and 1:00 a.m., to ensure daily oversight and management of the operation in accordance with the business and operational hours of the Department of Aviation.

12. The Service Provider shall staff curbside agents in uniforms 24 hours per day while working on the Airport premises. The Curbside Program Manager and Assistant Curbside Program Manager are not required to wear uniforms, however, he/she must be business professional attired at all times while working on the airport premises.
13. The Service Provider shall manage the Airport's commercial vehicle operation via the Airport's Automatic Vehicle Identification (AVI) System which is inclusive of CCTV monitors, desktop computers and Pay-on-Foot Stations. The AVI System is a system that identifies, monitors, tracks and collects data on vehicle movements, enabling better management of a variety of ground transportation vehicle activities. The AVI system is composed of: Automatic Vehicle Identification Transponders; in-lane reader hardware; Local in-lane intelligent controller; Communications infrastructure (LAN, Wan, wireless, etc.); and Back end system management software and computers. The Service Provider shall also maintain the AVI System in good functional condition throughout the term of this agreement.
14. The Service Provider shall monitor the use and functionality of the Pay-on-Foot Stations located at the domestic terminal Taxi Assembly Area and Limousine Lot and at the international terminal's Commercial Vehicle Holding Lot and shall report all system problems to the ground transportation office.
15. The Service Provider shall maintain proper communication between its operation, Ground Transportation and Landside Operations management offices via hand-held radios and cellular phones.
16. The Service Provider shall ensure that all vehicles entering the ground transportation operation at both terminals have the authorized decals and transponders appropriate to enter the Ground Transportation Center, Taxi Holding Lot, and Commercial Vehicle Holding Lot.
17. The Service Provider shall submit weekly reports to the Ground Transportation Manager highlighting any and all operational issues and shall complete incident reports for any and all incidents or non-compliance within the transportation operation.
18. The Service Provider shall obtain a minimum of two (2) transportation vehicles (e.g., Segways) to expeditiously move around the operation, in addition to obtaining a reliable method of transportation for access between the terminals.
19. The Service Provider shall ensure that ground transportation traffic does not congest the terminal curbsides or roadways and shall promptly address any concerns through the ground transportation office and the airport's police division.

20. The Service Provider shall ensure that there is no traffic congestion caused by the dispatching of too many taxis and shall dispatch taxis based on customer demand. Service Provider Agents shall respond to all congestion at the entry gates whenever the lot is full and take appropriate action to mitigate its affect.
21. The Service Provider shall manage peak convention and distressed passenger traffic through proper staffing, vehicle dispatching and crowd control. Service Provider staff will be required to work overtime if necessary to address operational needs as approved by the Ground Transportation Manager.
22. The Service Provider will be required to maintain all equipment in good functional condition throughout the term of the curbside management agreement, failure to maintain the equipment will subject the Service Provider to paying all cost necessary to repair or replace such equipment.
23. The Service Provider shall ensure that all ground transportation facilities are maintained in a clean and safe manner and shall establish a monitoring schedule approved by the Ground Transportation Manager.
24. The Service Provider shall provide adequate breaks and coverage to ensure that all locations are properly staffed at all times.
25. The Service Provider shall inspect all restrooms in the Taxi Assembly Area and the Commercial Vehicle Holding Lot a minimum of three (3) times per day to ensue cleanliness, proper stocking of supplies and shall coordinate replenishment and cleaning with the Airport's Maintenance Division or Ground Transportation.

**B. FACILITIES AND EQUIPMENT**

1. Service Provider is hereby assigned, without charge, one (1) booth in the Ground Transportation Center, one (1) booth in the Taxi Assembly Area to be shared jointly with the City's Bureau of Taxicab and Vehicles for Hire Officers, one (1) booth at the International Terminal loading zone and one (1) office within the Commercial Vehicle Holding Lot for use by the contractor's management team.
2. Service Provider shall obtain Radio Equipment for use by every CMSA and CMSA Supervisor as part of his/her standard equipment. Service Provider is responsible for daily radio inventories at the beginning and end of each shift. Inventory reports will be forwarded to the Department of Aviation daily.

- a. All equipment assigned to Service Provider by the City is, and shall remain, the property of the City. All such equipment is subject to the City's inventory control system. An inventory check will be conducted on the Effective Date, when such assets are turned over to the control of Service Provider, and from time to time throughout the Term. In addition, the Aviation General Manager may authorize or direct Service Provider to purchase additional replacement equipment for the City as a Reimbursable Expense. Title to such equipment shall vest in the City immediately upon purchase. Service Provider shall keep all equipment in good working order, normal wear and tear excepted.
- b. Any equipment assigned to Service Provider by the City that is lost, stolen or destroyed shall be reported to the City no more that forty-eight (48) hours after Service Provider becomes aware of the lost, stolen or destroyed equipment. Service Provider shall be responsible for the replacement and cost of any lost, stolen or destroyed City equipment assigned to Service Provider.
- c. Service Provider may purchase, at its expense, office equipment or other materials for its own use in managing the program. Such additional equipment or materials will remain the property of Service Provider.

**C. USE OF THE FACILITIES**

1. Service Provider's use of the Facilities described above shall in no way be deemed to be a lease of the areas.
2. Service Provider shall use the Facilities only for purposes consistent with and in furtherance of its duties under the Contract and for no other purpose whatsoever. Service Provider shall not install any coin or credit card operated devices such as pay telephones, vending or amusement machines or devices, nor install or permit commercial advertising signs or any other types of commercial activity without prior written permission of the Aviation General Manager.
3. Service Provider shall not install any software on City-owned computers used in the Airport and computers connected to the City's Local Area Network ("LAN") without prior written approval of the Aviation General Manager. All computer-related purchases or equipment must be reviewed and approved by Department of Aviation Department of Information Services ("DIT") before procurement. Service Provider shall not connect ANY device, local or wireless, to the network without written approval from Department of Aviation/DIT.
4. Service Provider shall permit the City, its agents, and employees to enter and view all the Facilities occupied by or assigned to Service Provider at any time for inspecting, testing, or maintaining such Facilities or for doing any other act, that may be necessary or desirable for the proper operation of the Airport.