

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO AWARD AND EXECUTE A SERVICES AGREEMENT WITH SUPERSHUTTLE ATLANTA, LLC FOR PROJECT FC-7113: GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Workflow List:

Jeff Strickland	Completed	05/14/2014 4:22 PM
Miguel Southwell	Completed	05/14/2014 5:16 PM
Procurement	Completed	05/14/2014 5:23 PM
Adam Smith	Completed	05/14/2014 5:25 PM
Mayor's Office	Completed	05/14/2014 5:28 PM
Office of Research and Policy Analysis	Completed	05/20/2014 11:24 AM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

LEGISLATION HISTORY - BLUE BACK

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO AWARD AND EXECUTE A SERVICES AGREEMENT WITH SUPERSHUTTLE ATLANTA, LLC FOR PROJECT FC-7113: GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

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

WHEREAS, the City issued Invitation to Bid for Project FC-7113: Ground Transportation Shared Ride Shuttle Services at the Airport and thereby solicited bids from pre-qualified bidders to provide shared ride shuttle services between the Airport and certain areas defined as the Central Business District of Atlanta; and

WHEREAS, a total of three (3) bids were received by the City’s Department of Procurement (“DOP”); and

WHEREAS, the bids were reviewed by the DOP and the Aviation General Manager and the Chief Procurement Officer have recommended that the Services Agreement for Project FC-7113: Ground Transportation Shared Ride Shuttle Services at the Airport be awarded to SuperShuttle Atlanta, LLC as the most responsive and responsible bidder; and

WHEREAS, the Services Agreement will have an initial term of four (4) years, with two (2) one year options to renew the term of the Services Agreement, each of which may be exercised in the City’s sole discretion.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized on behalf of the City of Atlanta to award and execute a Services Agreement for Project FC-7113: Ground Transportation Shared Ride Shuttle Services (“Agreement”) at Hartsfield-Jackson Atlanta International Airport with SuperShuttle Atlanta, LLC.

BE IT FURTHER RESOLVED, that the Agreement shall have an initial term of four (4) years, with two (2) one year options to renew the term of the Agreement, each of which may be exercised in the City’s sole discretion.

BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare an appropriate Agreement for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FINALLY RESOLVED, that the Agreement shall not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, or his designee,

attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to SuperShuttle Atlanta, LLC.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 04/11/14

Anticipated Committee Meeting Date(s): 4/30/14

Anticipated Full Council Date: 05/05/14

Legislative Counsel's Signature: Jeffrey Strickland

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO AWARD AND EXECUTE A SERVICES AGREEMENT WITH SUPERSHUTTLE ATLANTA, LLC FOR PROJECT FC-7113: GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: 3/28/14
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: Janice Orel 5/14/14
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

Legislative White Paper**Committee of Purview:** Transportation**Caption:**

A RESOLUTION AUTHORIZING THE MAYOR TO AWARD AND EXECUTE A SERVICES AGREEMENT WITH SUPERSHUTTLE ATLANTA, LLC FOR PROJECT FC-7113: GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Council Meeting Date: 05/05/14**Legislation Title:** Shared Ride Shuttle Services to the Central Business District**Requesting Dept.:** Aviation**Contract Type:** Ground Transportation Services**Source Selection:** Competitive Sealed Bid ("ITB") (Code Sec. 2-1188)**Bids Due:** February 6, 2014**Invitations Issued:** 3**Number of Bids Received:** 3**Bidders:** A & M Limousine Corporation;
SuperShuttle Atlanta, LLC; and
Atlanta Airport Superior Shuttle & Limo, LLC.**Background:**

The purpose of the legislation is to authorize the Mayor to award and execute a Services Agreement with SuperShuttle Atlanta, LLC ("Service Provider") for Project FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport.

The solicitation of this contract was accomplished through a two-step process. First, the City issued a Request for Qualifications ("RFQ") under Code Section 2-1189 and titled FC-6864: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport. Three companies were deemed to be qualified and invited to bid under an Invitation to Bid ("ITB") pursuant to Code Section 2-1188 and titled FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport.

Five (5) companies submitted qualification statements in response to the RFQ, namely:

- A & M Limousine Corp. (“A & M Limo”),
- SuperShuttle Atlanta, LLC (“SuperShuttle”),
- Harmon Brothers Charter Services,
- Atlanta Airport Superior Shuttle & Limo, LLC (“AASS”), and
- Airport Shuttle, Inc.

Three of the five (5) respondents to the RFQ were deemed to be qualified and invited to bid. The qualified bidders submitted financial offers as follows:

<u>Firm</u>	<u>Minimum Guarantee</u>	<u>% Gross Receipts</u>
A & M Limo	\$152,000.00	8.20%
SuperShuttle	\$455,000.00	10.10%
AASS	\$271,000.00	14.20%

Recommendation: To award the contract to the most responsive and most responsible bidder, SuperShuttle Atlanta, LLC.

Source of Funds: N/A (revenue generating contract)

Fiscal Impact: Minimum Annual Guarantee: \$455,000.00 per year fixed or 10.1% of Gross Revenue, whichever is higher.

Term of Contract: Four (4) years with two (2), one (1) year renewal options.

Method of Cost Recovery: N/A (revenue generating contract)

Approvals:

DOF: n/a

DOL: yes

Prepared By: Anita Williams

Contact Number: 404-382-2313



Kasim Reed
Mayor

Miguel Southwell
Interim Aviation
General Manager

To: Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement

From: Miguel Southwell
Interim Aviation General Manager
Department of Aviation

Date: February 19, 2014

Subject: FC-7113, Ground Transportation Shared Ride Shuttle Services (ITB)
Recommendation

The Department of Aviation (DOA) has completed its review of the Bid Packages provided by the Department of Procurement (DOP) for the subject project. The three (3) eligible Bids as determined by the Department of Procurement were: A & M Limousine Corporation, Atlanta Airport Superior Shuttle & Limo, LLC and SuperShuttle Atlanta, LLC.

The amounts from the eligible bidders were:	Fixed Dollar Amount	Percentage
A & M Limousine Corporation	\$152,000.00	8.2%
Atlanta Airport Superior Shuttle & Limo, LLC	\$271,000.00	14.2%
SuperShuttle Atlanta, LLC	\$455,000.00	10.1%

We have attached the Bid Tab and Financial Offers for your information and use.

Based on our review of the documentation and in accordance with City Code Section 2-1188 Competitive Sealed Bidding, Subsection (k) Award, we recommend award of the subject Contract to SuperShuttle Atlanta, LLC.

If additional information is required please contact the DOA Procurement Unit contact, Ms. Erin Jenkins, at (404) 382-2236.

Attachment

- cc: Balram Bheodari Girard Geeter Jeffrey Strickland
- Robert Benson Mano Smith Jonathan Hunt
- Document Control



Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of the legislation is to authorize the Mayor to award and execute a Services Agreement with SuperShuttle Atlanta, LLC (“Service Provider”) for Project FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport.

2. Please provide background information regarding this legislation.

The solicitation of this contract was accomplished through a two-step process. First, the City issued a Request for Qualifications (“RFQ”) under Code Section 2-1189 and titled FC-6864: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport. Three companies were deemed to be qualified and invited to bid under an Invitation to Bid (“ITB”) pursuant to Code Section 2-1188 and titled FC-7113: Ground Transportation Shared Ride Shuttle Services at Hartsfield-Jackson Atlanta International Airport.

Five (5) companies submitted qualification statements in response to the RFQ, namely:

- A & M Limousine Corp. (“A&M Limo”)
- SuperShuttle Atlanta, LLC (“SuperShuttle”)
- Harmon Brothers Charter Services,
- Atlanta Airport Superior Shuttle (“AASS”)
- Airport Shuttle, Inc.

Three of the five (5) respondents to the RFQ were deemed to be qualified and invited to bid. The qualified bidders submitted financial offers as follows:

<u>Firm</u>	<u>Minimum Guarantee</u>	<u>% Gross Receipts</u>
A & M Limo	\$152,000.00	8.20%
SuperShuttle	\$455,000.00	10.10%
AASS	\$271,000.00	14.20%

Recommendation: To award the contract to the most responsive and most responsible bidder, SuperShuttle Atlanta, LLC.

3. If Applicable/Known:

- (a) **Contract Type** (e.g. Professional Services, Construction Agreement, etc): Ground Transportation Services
- (b) **Source Selection:** Competitive Sealed Bid (“ITB”) (Code Sec. 2-1188)
- (c) **Bids/Proposals Due:** February 6, 2014
- (d) **Invitations Issued:** 3
- (e) **Number of Bids:** 3
- (f) **Proposals Received:** N/A
- (g) **Bidders/Proponents:** A & M limo, Super Shuttle Atlanta, LLC and Atlanta Airport Superior Shuttle Services
- (h) **Term of Contract:** Four (4) years with two (2), one (1) year renewal options

4. **Fund Account Center (Ex. Name and number):** N/A Revenue Generating

Fund: _____ **Account:** _____ **Center:** _____

5. **Source of Funds:** Example: Local Assistance Grant N/A (revenue generating contract)

6. **Fiscal Impact:** Minimum Annual Guarantee: \$455,000.00 per year fixed or 10.1% of Gross Revenue, whichever is higher.

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. **Method of Cost Recovery:** N/A (revenue generating contract)

Examples:

Attachment: Shared Ride Shuttle Request Form (14-R-3662 : Shared Ride Shuttle Service)

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.

This Legislative Request Form Was Prepared By: Robert Benson

SERVICES AGREEMENT

FOR

GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES

AT

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Atlanta, Georgia



Contract No. FC-7113

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

**GROUND TRANSPORTATION SHARED RIDE SHUTTLE SERVICES AGREEMENT
AT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
Atlanta, Georgia**

This Services Agreement ("Agreement") is entered into and effective on and as of _____, 2014 ("Effective Date") by and between the City of Atlanta ("City") and the SuperShuttle Atlanta, LLC, a Georgia limited liability company ("Service Provider"). The City and Service Provider are collectively referred to herein as the "Parties" and each, individually, as a "Party."

Contract Name: Shared Ride Shuttle Services Agreement	Contract No: FC-7113
Service Provider: SuperShuttle Atlanta, LLC (Managers: R. Brian Wier and Thomas LaVoy)	City: City of Atlanta, Georgia Using Agency: Department of Aviation
Address: 720 Butterfield Road, Ste 300 Lombard, Illinois 60148	Address: Hartsfield-Jackson Atlanta Int'l Airport 6000 North Terminal Parkway P.O. Box 20599 Atlanta, Georgia 30320
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative: Paul Meyer, Atif Saeed and Robert Benson

1. Background, Permitted Uses & Pricing.

1.1 City desires to obtain from Service Provider and Service Provider desires to provide the Services (as hereinafter defined) in accordance with the terms and conditions contained or incorporated herein.

1.2 Permitted Uses. Service Provider acknowledges and agrees that (a) none of vehicles used to perform the Services may be used for any other transportation purposes and (b) it may not transact any other business (other than the Services) from the Facilities, without the Aviation General Manager's prior written consent, which may be granted or denied in his/her sole discretion.

1.3 Pricing. Service Provider must submit all of its proposed passenger fare rates to the Aviation General Manager for review at least thirty (30) days prior to the earlier of the (a) effective date of such change or (b) date such rates are advertised to the public. **SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT ALL FARES FOR SERVICES SHALL REMAIN EQUAL TO THOSE CURRENTLY BEING CHARGED TO THE PUBLIC FOR THE FIRST NINETY (90) DAYS OF THE TERM OF THIS SERVICES AGREEMENT.** The fares for travel to various representative points within the Central Business District (as hereinafter defined) will be conspicuously posted at each of the Service Provider's Facilities (and on its internet web page). All fare schedules must include every major destination and all routes.

2. Term.

2.1 Term. The term of this Agreement is four (4) years and shall commence on the Effective Date and end on [_____] ("Initial Term"). The Initial Term as the same may be extended by any extensions or renewals is hereinafter referred to as the "Term."

2.2 Renewal Option. City has two (2) options to renew the Term by one (1) year each. Each renewal option may be exercised by the City giving Service Provider written notice at least sixty (60) days prior to the expiration of the then current Term. City has the right to exercise its renewal option one at a time, if authorized by City Council, or collectively at any time during the Term. Service Provider acknowledges and agrees that it may not provide any of the Services after the expiration or earlier termination of this Agreement without the written consent of the Aviation General Manager.

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

4. Reserved.

5. Scope of Services.

5.1 Description of Services. Service Provider agrees to provide all of the services set forth in the scope of services attached hereto as **Exhibit A** ("Service(s)") and incorporated herein by this reference. If any Services to be performed are not specifically set forth herein or in **Exhibit A**; but are reasonably necessary to accomplish the purpose of this Agreement, then the parties agree that such services will be deemed to be implied in the Services to the same extent as if specifically described in **Exhibit A**. **Service Provider must operate its business at the Airport uninterrupted, throughout the Term, including renewals, and provide all of the Services. Service Provider must post its hours of operation on each Facility (and on Service Provider's internet web page) in a format approved by the Aviation General Manager.**

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Employees (as hereinafter defined) required for the proper performance of Services shall be furnished by and be under the sole

direction and control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in a professional and manner.

5.3 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of all or any portion of the Services for any amount of time. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, immediately (a) discontinue suspended Services on the date and to the extent specified in the notice, (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, (c) cease advertising to the public as a provider of the suspended Service(s) and (d) take any other reasonable steps to minimize costs associated with the suspension.

5.5 Customer Service. Service Provider must also comply with the Concessions Compliance Standards established by the Aviation General Manager, as the same may be modified from time to time. The Concessions Compliance Standards is set forth at www.Atlanta-Airport.com (CLICK ON: Business Information; then CLICK ON: Concessions Bid Opportunities; and then CLICK ON: Concessions Compliance Standards).

5.6 Prohibition of Solicitation. Service Provider is strictly prohibited from engaging in any activities outside the Facilities on Airport property at any time for the recruitment or solicitation of business. Service Provider may not place or install any carts, kiosks, inline store, racks, stands, and display merchandise or trade fixtures outside the boundaries of the Facilities without the express written consent of the Aviation General Manager. Failure to adhere to this provision of the Agreement is deemed a material breach which, may result in suspension or termination of all or any portion of this Agreement in addition to any other remedies available to City in this Agreement, at law or in equity.

5.7 Investigation Reports. Service Provider must, if required in writing by the Aviation General Manager, employ, at its own cost and expense, an investigative organization approved by the Aviation General Manager for the purpose of conducting an audit investigation and preparing a written report on the carrying out of any revenue control and operational techniques being used by the Service Provider. Service Provider must cause such audit investigation to be made at reasonable times and in the manner set forth in the Aviation General Manager's written directive to Service Provider, and the investigator must deliver to the Aviation General Manager a true and complete written copy of any such report made to Service Provider within the timeframe designated by the Aviation General Manager. Nothing in this Section 5.7 diminishes, alters or effects the City's right to conduct its own audit of Service Provider in accordance with the terms of this Agreement.

5.8 Customer Assurance Quality Assurance and Mystery Shopper Standards. The Department of Aviation's mission is to operate the world's best airport by exceeding customer expectations. Service Provider acknowledges and agrees to deliver best in class customer service experience for the public. Service Provider will undergo scheduled and unscheduled monthly quality assurance audits by DOA or its agents in order to ensure optimal customer

service performance. Basic standards of customer service include and are not limited to the following: promptly greeting the customer with a smile; making eye contact; being friendly and knowledgeable about the Airport; listening and responding politely; presenting a receipt and the correct change to the customer; and thanking the customer with a smile. In addition, the Service Provider must understand and agree that its operation at the Airport necessitates the rendering of the following passenger services: making reasonable change; offering passenger directions and assistance; and accepting at least four (4) major credit cards (i.e., Visa, MasterCard, Discover and American Express) as payment for any debit or credit transaction. Further, the DOA highly encourages and may ultimately require the implementation of expedited payment options, which may include but is not limited to MasterCard PayPass® technology.

The DOA requires Service Provider and its staff to attend customer service training and all other such classes at the Service Provider's expense, and/or as directed by the Aviation General Manager or his or her designee. All training as provided by the Service Provider to its employees must comply with the Airport's compliance standards of customer service. The cost associated with such additional training is the sole responsibility of Service Provider.

A high quality and stable work force is key to providing outstanding customer service. The City is seeking organizations that are "employers of choice." Service Provider is expected to maintain a positive work environment that encourages the development and growth of all employees. Service Provider is expected to maintain favorable turnover rates compared to like businesses in the industry. Failure to do so may result in non-renewal or termination of this Agreement. Service Provider's staff must be aware of the time sensitive nature of Airport patrons. All of Service Provider's employees shall be prompt courteous and helpful to the public.

6. Service Provider's Obligations.

6.1 Service Provider Employees. Service Provider shall be responsible, at its sole cost and expense, for all recruiting, hiring, training, educating and orienting of all Service Provider Employees.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page one (1) of this Agreement ("Service Provider Authorized Representative") and such Person shall: (a) be an employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (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 Service Provider Employee Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records relating to the education,

training, experience, qualifications, work history and performance of Service Provider Employees.

6.4 Removal of Employees Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Employees is not in the best interests of City may create a conflict of interest (in the City's sole determination), Service Provider shall remove such Service Provider Employee(s) from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Employees. In addition, Service Provider agrees to remove from City's Contract any Service Provider Employees who have engaged in willful misconduct or have committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach. This provision shall not be deemed to be a limitation on the City's ability to suspend or terminate all or any portion of this Agreement due to an actual or potential conflict of interests

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with any Third Party to assign, delegate, license subcontract or grant the right to perform any Services without the prior written approval of Aviation General Manager, which the Aviation General Manager may grant, withhold or condition such approval in his/her sole discretion. If Service Provider subcontracts any of the Services (after having first obtained Aviation General Manager's prior written approval, in its sole discretion), Service Provider 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. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL THE SERVICE PROVIDER SUBCONTRACT, LICENSE, ASSIGN OR OTHERWISE TRANSFER ALL OR ANY PORTION OF THIS AGREEMENT (OR ANY OF THE SERVICES) TO ANY INDIVIDUAL OR ENTITY THAT PROVIDES OVERSIGHT AND/OR MANAGEMENT OF ANY OF THE AIRPORT'S COMMERCIAL GROUND TRANSPORTATION OPERATIONS (E.G., PASSENGER ASSISTANCE, VEHICLE DISPATCHING, VEHICLE CONGESTION MITIGATION AND CROWD CONTROL).

6.6 Key Service Provider Employees and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Employees under this Agreement:

_____; and
_____.

6.6.2 Service Provider shall not transfer, reassign, or replace any Service Provider Key Employees or Key Subcontractors during the term of this Agreement without prior written approval from City.

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

6.7 Conflicts of Interest. Service Provider 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 whether or not the City has identified such conflict of interest. The City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest, which may include termination of this Agreement or the suspension of Services. Notwithstanding anything to the contrary contained or incorporated herein, Service Provider acknowledges and agrees that for purposes of this Agreement only it is a conflict of interest if Service Provider (or any of Service Provider's Employees, members, partners, subcontractors or individual with direct or indirect ownership interest in Service Provider) provides the Services and any oversight and/or management of any of the Airport's commercial ground transportation operations (e.g., vehicle dispatching [other than vehicles owned by Service Provider], vehicle congestion mitigation and crowd control). Further, a conflict of interest exists if the Service Provider commits staff, vehicles, equipment or other resources to provide services to another person or entity in such a manner as to be incapable of performing the Scope of Services under this Agreement.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Employees shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

6.9 Airport Security Requirements. Service Provider shall comply, at its own expense, with TSA and the City's security requirements. Service Provider shall cooperate with TSA and the City on all security matters and shall promptly comply with any project security arrangements established by City. Compliance with such security requirements shall not relieve Service Provider of its responsibility for maintaining proper security nor shall it be construed as limiting in any manner Service Provider's obligation with respect to federal, state, and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around any of its Facilities and throughout the Airport. Additional Airport security information is available on the Airport's Security website: www.atlanta-airport/business/security.

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

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

8. CITY POLICIES; AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) BUSINESS PARTICIPATION AND NON-DISCRIMINATION PROVISIONS.

8.1 City's Required Policies. Service Provider acknowledges that Service Provider has reviewed, is familiar with and agrees to comply with each of the following:

8.1.1 ACDBE Policy. The City's Airport Concessions Disadvantaged Business Enterprise Policy attached as **Appendix A** and incorporated herein by this reference, as the same may be amended from time to time by the City, Georgia Department of Transportation or US Department of Transportation ("USDOT"). In addition to its compliance with the ACDBE Policy, Service Provider shall work in good faith with the City's Office of Contract Compliance ("OCC") (and any other federal, state or local governmental or quasi-governmental agency) to maximize opportunities in the utilization of certified ACDBE firms during the Term of this Agreement. Any submittals provided by Service Provider to the OCC prior or subsequent to the execution of this Agreement related to the utilization of such firms are incorporated herein by this reference.

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

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

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

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

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

8.1.7 Predatory Lending Policy. The City's Prohibition against Predatory Lending as set forth in Code Section 2-1213, which states:

By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta

Code Section 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

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

8.1.9 Anti-Kickback Policy. The City's prohibition against kickbacks and gratuities as set forth in Code Section 2-1484(d), which states:

The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

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

8.2 Non-discrimination Certificates. By the execution of this Agreement, Service Provider certifies as follows:

The services covered by this Agreement will not discriminate in any way in connection with this Agreement against any employee or applicant for employment because of race, color, religion, sex, national original or physical handicap, and Service Provider will take affirmative action to insure that applicants are employed, and those employees are

treated during employment without regard to their race, color, religion, sex, national origin or physical handicap. Service Provider shall state in all advertisements and solicitations that it is an equal employment opportunity employer.

8.3 USDOT Non-discrimination Ordinance. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. Service Provider agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase, or lease agreement, or other agreement covered by 49 CFR part 23. Service Provider agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

8.4 Public Use and Federal Grants.

8.4.1 To the best of Service Provider's knowledge, the physical locations/booths made available for Service Provider's use are subject to the terms of those certain sponsor's assurances made to guarantee the public use of the Airport as incidental to grant agreements between City of Atlanta and the United States of America, as amended. City and Service Provider represent that none of the provisions of this Agreement violate any of the provisions of the Sponsor's Assurance Agreement.

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

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

be effective until the procedures of 49 CFR Subtitle A, Part 21 are followed and completed, including the exercise or expiration of appeal rights.

9. City's Authorized Representative.

9.1 Designation and Authority. City designates the City Authorized Representative(s) named on page 1 of this Agreement ("City Authorized Representative") who shall: (a) serve as primary interface and the primary point(s) 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.

9.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Service Provider 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 or is deemed unsuitable for City purposes by the City Authorized Representative. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

10. Service Fees and Payment Procedures.

10.1 Service Fees. The Service Provider shall pay to the City service fees equal to the Minimum Annual Guarantee ("MAG"), as the same may increase from time to time, throughout the term of the Agreement ("Service Fee(s)"). The MAG for each year of the Term shall be equal to the greater of the Fixed Dollar MAG or Percentage MAG as set forth below.

INITIAL TERM		
Contract Year (NOTE: ACTUAL DATES WILL BE FILLED IN BELOW AT EXECUTION)	Fixed Dollar MAG	Percentage MAG
Effective Date – End of First Contract Year	\$455,000.00	10.1%
Start of Second Contract Year – End of Second Contract Year	\$500,500.00	10.1%
Start of Third Contract Year – End of Third Contract Year	\$550,550.00	10.1%
Start of Fourth Contract Year – End of Fourth Contract Year	\$605,605.00	10.1%
FIRST RENEWAL TERM		

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

Contract Year	Fixed Dollar MAG	Percentage MAG
Start of First Renewal Term - End of First Renewal Term	666,165.50	10.1%
SECOND RENEWAL TERM		
Contract Year	Fixed Dollar MAG	Percentage MAG
Start of Second Renewal Term - End of Second Renewal Term	732,782.05	10.1%

10.2 Payment Process. The Service Fees will be equal to the higher of one twelfth (1/12th) of the Fixed Dollar MAG or Percentage MAG. Service Provider must pay all Service Fees on a monthly basis, in advance, without set-off, deduction, abatement or reduction of any kind, beginning on the Effective Date and throughout the Term of this Agreement. Service Fees are due and payable on the fifth (5th) day of each month. By the tenth (10th) day of each month, Service Provider will submit a report, in a form provided by the Department of Aviation, of actual Gross Revenue received during the previous month along with the calculation of the Percentage MAG for such previous month. If the Percentage MAG for the previous month is greater than the Service Fees actually paid for the previous month, then Service Provider must remit the unpaid amount to the City by the twentieth (20th) day of each month without demand, set-off, abatement or deduction and without the necessity for notice or demand by City.

10.2.1 The term "Gross Revenue" shall include any monies paid or payable to Service Provider (or Service Provider's subcontractors, licensees and assigns) for sales made or services rendered pursuant to the terms of this Agreement, regardless of when, where, or whether the business transaction (e.g., trips) occurs on or off of Airport property, as well as any other revenues of any type arising out of or in connection with Service Provider's operations (including, without limitation, advertising revenue) under the Agreement. There shall be no exclusions from Gross Revenue, unless approved in advance by the Aviation General Manager.

10.2.2 Service Fees paid each year of the Term will be reconciled (a) monthly within forty-five (45) days of the due date and (b) annually within the first one hundred and twenty days (120) of the following December 31st of a given year of the Term. Any underpayments shall be paid to the City by Service Provider immediately without the necessity for notice or demand. The City will reimburse the Service Provider for any overpayments made by the Service Provider (and actually received by the City) by crediting the Service Fees next coming due and payable to the City until such overpayment has been fully reimbursed.

10.2.3 Any Service Fees paid after the tenth (10th) of the month and Percentage Rent paid after the twenty-fifth (25th) day of the following month will be deemed paid late and shall incur interest, as additional rent, at the rate of one and one and one-half percent (1.5%) per month from the date due until the date received by the City.

10.3 Method of Payment.

10.3.1 Service Fees due and payable for any partial month shall be prorated based upon the number days in the given month. All Service Fees shall be paid in lawful money

of the United States of America, free from all claims, demands, set-offs or counterclaims of any kind against City. All rental payments shall be payable at:

**ATTN: City of Atlanta
Department of Aviation
P.O. Box 920500
Atlanta, Georgia 30392**

10.3.2 City may require payment at such other place as the Aviation General Manager may from time to time designate to Service Provider in writing.

10.3.3 Service Provider agrees that no payment by Service Provider or receipt by City of a lesser amount than the amount due and payable shall be deemed to be anything other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. City may accept such payment without prejudice to City's right to recover the balance or to pursue any other remedy in this Agreement or otherwise provided by Applicable Law or equity.

10.4 Books and Records.

10.4.1 Service Provider must maintain throughout the Term of this Agreement and for a six (6) year period after the Term, including renewals (or, in the event of a claim by City, until such claim of City for payments hereunder shall have been fully ascertained, fixed and paid), separate and accurate, daily records of Gross Revenues from all activity conducted under this Agreement in accordance with generally accepted accounting principles, showing in detail all business on or transacted in, about, from or pertaining to the Services. Service Provider must enter all receipts arising from such business in regular books of account, and all entries in any such records shall be made at or about the time the transactions occur.

10.4.2 Service Provider shall maintain weekly, monthly, quarterly and annual reports of Gross Revenues and transactions derived from its operations under this Agreement, using a form and method as directed by the Aviation General Manager. Upon the Aviation General Manager's written request, Service Provider must make available immediately at the Airport (or inspection and copying) any and all books, records and accounts pertaining to its operations or performance of its obligations under this Agreement. The intent and purpose of the provisions of this Section are that Service Provider must keep and maintain current and accurate books and records which will allow City to audit Service Provider's performance of the Services and accuracy of the reports submitted to the City.

10.4.3 Should any examination, inspection or audit of Service Provider's books and records by any party disclose an underpayment by Service Provider in excess of two percent (2%) of the total annual consideration due, Service Provider must immediately pay City the amount of such underpayment, plus interest thereon at the rate of one and one half percent (1.5%) per month, from the date due until the date collected, and shall reimburse City for all costs incurred in the conduct of such examination, inspection, or audit. If City deems it

necessary to utilize the services of legal counsel in connection with collecting the reimbursement for such examination, inspection or audit, then Service Provider agrees that it must immediately reimburse City for reasonable attorneys' fees and litigation expenses as part of the costs incurred.

10.4.4 NOT LATER THAN SIXTY (60) DAYS AFTER EACH ANNUAL ANNIVERSARY OF THE EFFECTIVE DATE, SERVICE PROVIDER MUST FURNISH TO THE AVIATION GENERAL MANAGER AN UNQUALIFIED REPORT, CERTIFIED BY A CERTIFIED PUBLIC ACCOUNTANT ("CPA") OF THE GROSS REVENUES. SERVICE PROVIDER MUST ALSO FURNISH THE AVIATION GENERAL MANAGER WITH SUCH OTHER FINANCIAL OR STATISTICAL REPORTS AS THE AVIATION GENERAL MANAGER FROM TIME TO TIME MAY REASONABLY REQUIRE.

10.4.5 Upon request by the Aviation General Manager, Service Provider must furnish to City copies of its quarterly State of Georgia sales and use tax returns at the time of filing, and any amendments thereto. All copies of such returns must be certified as exact copies of the original documents by a CPA. Service Provider shall also promptly notify the Aviation General Manager of and furnish to City copies of any audit reports related to its business conducted by the Department of Revenue of the State of Georgia or the Internal Revenue Service. All of the books, records and accounts required by this Section to be maintained by Service Provider, or true and complete copies of them, shall be maintained by Service Provider in the greater Atlanta area.

10.5 Revenue Control. All business transactions must be completed by (a) a register transaction or (b) an on-line sale through the Service Provider's website and in either case a receipt must be given to each customer and the transaction documented in the Service Provider's books and records. Notwithstanding the foregoing, during the Term of this Agreement, the City reserves the right, at its expense, to purchase and/or implement a computerized point of sale system ("POS") and to further modify the system from time to time. Service Provider must cooperate fully in the development and implementation of such a system. Upon implementation, the Aviation General Manager may dictate a new method of collection and payment by providing written notice to Service Provider of the same. Service Provider must cooperate with the City in implementing such modified collection procedures. If the new POS system requires replacement of existing cash registers within the Facilities, the City will reimburse Service Provider for the unamortized cost thereof (based on the then current book value, using the straight-line method of depreciation) less the salvage value of such cash registers.

10.5.1 City will determine the type of registers to be used in any newly implemented point of sale system. In order to facilitate implementation of the point of sale system, all cash registers used in the operation of businesses within the Facilities must have, at a minimum, the features outlined below:

10.5.1.1 A minimum of sixty (60) segregated sales categories;

10.5.1.2 The input device may either be a keyboard, scanner, touch screen, or other approved input technology or combination of the thereof;

10.5.1.3 The patron fee display shall be of sufficient size and legibility to be readily observed by the patron during the processing of the transaction;

10.5.1.4 The POS register, terminal, or POS control server(s) shall be capable of secure, encrypted data transmission using the TCP/IP or RS-232 communications protocol; and

10.5.1.5 The register or data collection device shall have a secure transaction audit tape or a detail digital ASCII transaction journal log file stored on a USB (flash) drive or other suitable media.

10.6 Service Provider agrees that it must comply and remain current with all Payment Card Industry Data Security Standard (PCI-DSS) requirements as detailed at <https://www.pcisecuritystandards.org>.

10.7 No Tipping. Service Provider acknowledges and agrees that it shall not accept or allow any of its Employees, contractors, subcontractors, licenses or sublicensees, to accept tips or other gratuity for rendering the Services under this Agreement.

10.8 Taxes and Liens. Service Provider is liable for all taxes levied or assessed against any of Service Provider's personal property, fixtures, furniture or equipment as well as any sales, use or ad valorem taxes. Service Provider agrees not to permit or suffer any liens to be imposed on any Airport property.

11. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider represents and warrants to City that:

11.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement and within the State of Georgia, 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 Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

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

11.3 Materials and Equipment. Any equipment or materials provided or used by Service Provider shall be of merchantable quality and fit for the purposes for which they are intended. Further, Service Provider shall maintain any equipment or materials provided or used by Service Provider in good working order, in compliance with the best industry practices, all Applicable Laws (including, without limitation, the Georgia Department of Public Safety) and the Scope of Services, including, without limitation, Section VI(e) thereof.

11.4 Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's intellectual property rights or privacy, publicity or other rights.

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

12. Compliance with Laws and Regulations; Licenses and Permits.

12.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

12.2 City's Socio-Economic Programs. Service Provider 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.

12.3 Consents, Licenses and Permits. Service Provider 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 Service Provider in performing Services and complying with this Agreement.

13. Confidential Information.

13.1 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 obligation to preserve the confidentiality of 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. Service Provider acknowledges and agrees to treat any information that may be deemed sensitive security information by the Department of Homeland Security as Confidential Information or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any such trade secret information to City. Except as set forth in Section 13.2, 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.

13.2 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 (at its sole expense): (a) seek a protective order preventing such disclosure; or (b) intervene in such action compelling disclosure, as appropriate.

14. Work Product.

14.1 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 Service Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Service Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a Third Party) shall be deemed to be "works made for hire" and made in the course of rendering Services and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Service Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, paid-in-full, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

14.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in and to the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to the City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants the City (during the term of such rights) an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

14.3 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.

14.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Employees may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally

and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

14.5 Without any additional cost to City, Service Provider Employees 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. Service Provider irrevocably designates City as Service Provider'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 Service Provider's name, with the same force and effect as if performed by Service Provider.

15. Audit and Inspection Rights.

15.1 General.

15.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Employees and to Service Provider owned Facilities (including, its off Airport facilities required by the Scope of Services attached hereto) for the purpose of performing audits and inspections of Service Provider, Service Provider Employees 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 Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to the City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

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

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

15.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall immediately refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) 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 Service Provider.

15.2 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, Service Provider 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.

16. Indemnification by Service Provider.

16.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, the "City Indemnitees") harmless from any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

16.1.1 Service Provider's or Service Provider Employees' performance, non-performance or breach of this Agreement;

16.1.2 compensation or benefits of any kind, by or on behalf of Service Provider Employees, or any subcontractor, claiming an employment or other relationship with Service Provider 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 Service Provider Employees or subcontractor);

16.1.3 any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Employees, to the extent such claim is based on the act or omission of Service Provider, Service Provider's Employees or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider;

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

16.1.5 damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the act or omission of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

16.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold the City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, 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 Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services. If any processes, procedures, Work Product, materials,

methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider 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.

17. **Reserved.**

18. **Limitation of City's Liability.**

18.1 **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL SERVICE FEES ACTUALLY PAID DURING THEN CURRENT YEAR UNDER THE AGREEMENT. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO SERVICE PROVIDER FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) THAT SERVICE PROVIDER MAY SUSTAIN OR INCUR IF EITHER THE QUANTITY OR CHARACTER OF ANY SERVICES TO BE PROVIDED BY CITY IS CHANGED OR IS NO LONGER AVAILABLE OR IS NO LONGER SUITABLE FOR SERVICE PROVIDER'S REQUIREMENTS. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO SERVICE PROVIDER FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) ARISING OUT OF, RESULTING FROM, RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, ACTS OF TERRORISM, INCLUDING, BUT NOT LIMITED TO, LOSS(ES), DAMAGE(S) OR EXPENSE(S) SUSTAINED OR INCURRED BY SERVICE PROVIDER AS A RESULT OF:

(a) A CHANGE IN THE AIRPORT'S OR SERVICE PROVIDER'S BUSINESS RESULTING FROM SUCH TERRORIST ACTS;

(b) THE ENACTMENT OF LAWS RESPONDING TO OR CONCERNING SUCH TERRORIST ACTS; OR

(c) ANY OTHER DETRIMENTAL EFFECT UPON SERVICE PROVIDER OR ITS BUSINESS RESULTING FROM SUCH TERRORIST ACTS.

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

20. Termination.

20.1 Events of Default. Service Provider shall be in default under the terms of this Agreement if Service Provider:

- (a) fails to pay rent or any other payment within five (5) days of the date such payment is due to the City whether or not City has provided Service Provider with an invoice or written notice of the amount due or overdue;
- (b) becomes insolvent or seeks the benefit of any present or future insolvency statute, makes an assignment for the benefit of any creditor, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of any of its assets;
- (c) files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, or is involved in an involuntary bankruptcy filing that is not dismissed within sixty (60) days after filing;
- (d) ceases to provide the Services without the written consent of the Aviation General Manager;
- (e) fails to comply with the requirements set forth in **Exhibit D**;
- (f) fails to keep, perform or observe any term, covenant or condition set forth in this Agreement;
- (g) intentionally or willfully misrepresents any material fact to the City;
- (h) makes any material misrepresentation (or failed to make a full and accurate disclosure) to the City in the documents, questionnaires or materials submitted by the Service Provider in response to the Request for Qualification or Invitation to Bid pursuant to which this Agreement was awarded, or failed to comply with all requirements, including, without limitation, the ethical standards and conflicts of interest policies set forth in the City Code;
- (i) fails to pay any and all taxes and assessments required to be paid under this Agreement or in the operation of Service Provider's business.

20.2 City's Remedies: If Service Provider is in default, City will notify Service Provider in writing of the nature of the default and the time period within which to cure, if any. If Service Provider, (a) where a specific time period for the cure is provided in the applicable subsection of this Agreement does not cure the default within that period or (b) where a time period for the cure is not specifically provided in the applicable section, does not cure the

default within twenty (20) days from receipt of notice from City, City may, without further notice to Service Provider's sureties, if any, elect to exercise any of the following remedies:

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

20.2.2 Continue this Agreement in full force and effect and enter the Facilities and let all or any portion of it to other parties.

20.2.3 Terminate all or any portion of this Agreement or any of Service Provider's rights under this Agreement at any time thereafter and recover from Service Provider all costs, expenses, losses and damages recoverable under this Agreement or Applicable Law as a result thereof.

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

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

20.3 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 Section 20.1, Service Provider 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 20.5.

20.4 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (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, transferee or liquidator for all or any portion of its property.

20.5 Termination by City for Convenience. The City shall have the right to terminate this Agreement without cause at any time during the Term by giving written notice to Service Provider at least thirty (30) days prior to the date such termination is to be effective. Should the City terminate the Contract prior to its expiration, the City shall reimburse the Service Provider for the reasonable and proper unamortized costs of the capital improvements, made by or at the cost of the Service Provider, which have been approved in advance (in writing) by the Aviation General Manager. Service Provider must document the costs of any and all capital Improvements in a form and detail satisfactory to the Aviation General Manager and submit same within thirty (30) days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of such capital improvement(s). The capital costs of the Service Provider's improvements shall be amortized based upon a straight-line depreciation schedule over the initial Term of the Contract, with a salvage value equal to zero (0).

Reimbursement for unamortized costs of capital improvements shall be the Service Provider's sole remedy in the event City terminates this Agreement pursuant to Section 20.5. Additionally, if requested by the City, Service Provider must waive, in writing, any and all claims for damages, including loss of anticipated profits, in the event that the City terminates this Agreement for convenience.

20.6 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, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, Facilities and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) comply with all other reasonable requests from City regarding the terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

21. Dispute Resolution.

21.1 Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

21.2 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.

21.3 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.

21.4 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 Section 13, 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.

22. Fines and Penalties. The Parties acknowledge and agree that the traveling public is entitled the highest caliber of service that can be offered. As such, the City has established certain performance standards and penalties for Service Provider's failure to adhere to this Agreement and ensure that the traveling public receives the highest caliber of service. Unless specifically noted to the contrary, the following penalties may be assessed by the Aviation General Manager (in his/her sole discretion and in addition to any other remedy set forth in this Agreement or available at Applicable Law or in equity) for each incident set forth below:

Incident	Penalty
Missed Fixed-Schedule departure.	\$100 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$250 per occurrence.
Passenger waiting more than 15 minutes beyond scheduled pick-up time for door-to-door service	\$50 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$150 per occurrence.
Fixed-Schedule passenger waiting for more than 5 minutes after scheduled departure.	\$50 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$150 per occurrence.
Any reports of a late pick-up.	\$50 per occurrence.
Number of complaints exceeds 5 in any one calendar month.	\$200 for the 6th complaint and \$50 for each additional complaint in a month.
Driver not in compliance with dress code.	Warning for the first two violations in a given month, \$50 per occurrence thereafter.
Vehicle in violation of standards.	\$100 per first occurrence for each month; \$200 per occurrence for each additional in any given month
Vehicle impeding traffic flow.	\$100 per occurrence
Loitering or littering by any of Service Provider's Employees or representatives.	\$50 per occurrence
A report/complaint involving the refusal	

or delay of any or trip or poor customer service related to a fare or trip.	\$100 per occurrence
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23. Surrender of Facilities.

23.1 Service Provider must yield and deliver peaceably to City possession of the Facilities and all Service Provider improvements in good condition, reasonable wear and tear accepted, upon the expiration or earlier termination of this Agreement.

23.2 Service Provider must remove Service Provider’s signs and trade fixtures from the Facilities and must surrender the Facilities in clean and presentable condition. City will retain Service Provider’s Performance and Payment Bond(s) or other securities required under **Exhibit D** until such time as all conditions of this Agreement have been satisfied, all keys (if any) to the Facilities are delivered to the Aviation General Manager by Service Provider, the Aviation General Manager determines that the Facilities are clean and in good repair and the applicable period for filing liens or other claims has passed. Service Provider will be liable to City for City’s costs for storing, removing and disposing of any alterations or Service Provider’s personal property, and of restoration of the Facilities.

24. General.

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

24.2 Waiver. Any waiver by either Party or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a continuing 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’s Authorized Representative.

24.3 Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned, encumbered, licensed or subcontracted in any manner by Service Provider without the prior written consent of the Aviation General Manager, and any attempt to do so without such written consent shall be void ab initio. The Aviation General Manager may grant or deny

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

consent to assign, subcontract, license or encumber this Agreement or the Services in his/her sole discretion.

24.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of the Aviation General Manager.

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

24.6 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.

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

24.8 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.

24.9 Independent Service Provider. Service Provider is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute Service Provider 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.

24.10 Third-Party Beneficiaries. This Agreement is not intended, expressly or implicitly, and the parties agree that it does not confer to any other Person any rights, benefits, remedies, obligations or liabilities.

24.11 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.

24.12 Entire Agreement. The Contract Documents contain the entire Agreement of the parties relating to the subject matter hereof and supersedes 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 all of the Contract Documents, except to the extent that City is authorized under this Agreement or Applicable Law to issue unilateral change documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

24.13 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

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

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

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

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

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

24.19 Award and Execution of Agreement. The award and execution of this Agreement by the City is authorized by Resolution No. _____, which was adopted by City's Council on _____, 2014, and approved by City's Mayor on _____, 2014, a copy of which is attached to this Agreement as **Exhibit D-1**. This Agreement will not become binding on City and City will incur no liability under it until it has been duly executed by Service Provider, returned to City with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by City Attorney as to form and delivered to Service Provider.

24.20 Usufruct. To the extent, the City granted Service Provider the right to use any real property owned by the City, all of Service Provider's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of City.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY

CITY OF ATLANTA, a municipal corporation of the State of Georgia

Mayor

Municipal Clerk (Seal)
Dated: _____, 2014

Approved:

Aviation General Manager

Chief Procurement Officer

Approved as to form:

Senior Assistant City Attorney

SERVICE PROVIDER

SUPERSHUTTLE ATLANTA, LLC, a Georgia limited liability company

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

EXHIBIT A
SCOPE OF SERVICES

The Service Provider will provide, as a minimum, the following ground transportation services at the Airport (“Service(s)”):

- I. **General Service:** Service Provider will provide exclusive ground transportation shared ride shuttle service for the City’s Department of Aviation between the domestic and international terminals of Hartsfield-Jackson Atlanta International Airport (“Airport”) and the Downtown, Midtown and Buckhead areas of the City as such areas are visually depicted on **Exhibit B-1** (collectively, referred to herein as the “Central Business District”). Service Provider will operate a fleet of commercial motor vehicles connected to and controlled by a two-way communication/dispatch system to pick-up and deliver passengers between the domestic and international terminals of the Airport and the Central Business District.
- a. **Fixed Schedule Shuttle Service:** Service Provider must provide fixed schedule shared ride shuttle service on an on-demand/walk-up basis between the Airport and the Central Business District (“Fixed Schedule Shuttle Service”) between 6:00 a.m. and 12:00 a.m. (i.e., midnight) utilizing a sufficient number of vehicles to limit passenger Airport curbside dwell time to fifteen (15) minutes or less. The Fixed Schedule Shuttle Service must be provided seven (7) days a week, three hundred sixty-five (365) days a year.
 - b. **Fixed Route Service:** In addition to the Fixed Schedule Shuttle Service, Service Provider must operate at least three (3) separate fixed schedule routes to each of the three (3) zones as visually depicted on **Exhibit B-1** (i.e., Downtown Route, Midtown Route and Buckhead Route) with no more than five (5) stops on any given route (“Fixed Route Service”). Additionally, the Fixed Route Service shall depart from the Airport at least once per hour between the hours of 6:00 a.m. and 9:00 a.m. and 3:00 p.m. and 8:00 p.m., Monday to Friday of each week, excluding Christmas Day, New Year’s Day, Labor Day, Fourth of July and Thanksgiving Day.
 - c. **Door-to-Door Pre-Arranged Shuttle Service:** As part of the Service, Service Provider will offer door-to-door shared ride shuttle service on a pre-arranged basis only between the Airport and the Central Business District (“Door-to-Door Service”), including, without limitation, commercial, residential, hotel, entertainment and hospitality destinations therein which may be provided via approved shuttles, vans and commercial motor vehicles (i.e., buses).
 - d. **Cooperation with Curbside Management Service Contractor:** Service Provider acknowledges that from time to time, the City may engage a third party curbside

management company to assist with the oversight and management of the ground transportation operations at the Airport. Service Provider agrees to use its best efforts to cooperate with the City's authorized curbside management contractor by complying with all (i) federal, state and local laws, (ii) Airport policies, rules and regulations and (iii) reasonable requests and directives made by the authorized curbside management contractor, if any. Service Provider may contact the Airport's ground transportation manager to discuss any questions or submit a complaint related to the curbside management company, if any.

II. **Service Provider Record Keeping & Reports:** Service Provider will maintain throughout the Term of this Agreement and retain for a six (6) year period after the expiration or earlier termination of this Agreement true and accurate accounting books and records of all transactions conducted under or relating to this Agreement in accordance with generally accepted accounting principles, showing (in detail) all business transacted in, about or pertaining to the Services. In addition, Service Provider shall maintain each of the following:

- a. Vehicle Maintenance Records (submitted annually to include repairs and preventative maintenance records).
- b. Employee Records (to include annual Motor Vehicle Record (MVR) information for each of Service Provider's drivers).
- c. Ridership Data (submitted monthly to include monthly ticket sales, vehicle trips, and vehicle capacity totals).
- d. For the first six (6) months of the Agreement, daily Ridership Data (to include number of passengers transported).
- e. All current vehicle identification information (VIN, Tag Information, Vehicle Color, Vehicle Make, and Vehicle Model) is to be kept on file with the Ground Transportation Division.
- f. Complaints & Resolution Records submitted to the Ground Transportation Division on a monthly basis.

III. Service Provider Dispatching, Communication & Reservation Systems

- a. **Dispatching System:** Service Provider shall maintain a dispatching system with sufficient capability to enable Service Provider to maintain two-way voice communication with all vehicles while such vehicles are in operation. Dispatching system shall include GPS capability to allow Service Provider to

ascertain in real time all vehicle locations. Dispatching system shall allow for re-routing of vehicles.

- b. **Point-of-Sale (POS) System:** Service Provider shall operate a ticket sales system with the following capabilities:
- (i) **Reservations:** Advanced sales system with sufficient capability to enable the reservation of a seat(s) for transportation services. This aspect shall be accomplished via internet, telephone, or in person.
 - (ii) **Real Time Transactions:** System shall be capable of recording/logging On Demand/Walk-up transactions for audit and report generation purposes. System shall capture face-to-face transactions whether payment is made in cash, credit card or other authorized means.
 - (iii) **Reports:** System must be able to generate documentation in accordance with the reporting requirements outlined in **Section II** above.

IV. **Service Provider Service Locations:** Any and all physical locations/booths utilized by Service Provider at the Airport must be kept in a neat, clean, orderly and professional condition and appearance at all times by Service Provider. Service Provider will remove and dispose of all trash and debris at locations utilized by Service Provider at the Airport.

- a. **Service Provider Signage:** Service Provider will not install signs on or about airport without prior approval from the Department of Aviation. The selected service provider may be allowed or be required by the airport to put up internal signage at any locations.
- b. **Hours of Operation (All Airport Locations):** Service Provider will provide shuttle service for all scheduled flights (at the domestic and international terminals), which typically occur over an eighteen (18) hour period each day, from 6:00 AM until 12:00 AM, seven (7) days per week unless otherwise authorized in writing by the City.
- c. **Service Provider Booths, Booth Hours of Operation and Extended Booth Hours:** The Department of Aviation will provide the Service Provider with three (3) physical locations/booths located in the (a) interior of the domestic terminal, (b) GTC and (c) interior of the international terminal. Service Provider shall be responsible for all fees, costs and expenses related to supplying and maintaining telephone, internet service or electricity for each booth. Notwithstanding anything to the contrary contained in the Agreement, Service Provider

acknowledges and agrees that the Aviation General Manager, in his/her sole discretion, may relocate any of the Service Provider's physical locations/booths in the best interests of the Airport, City and/or public. Service Provider may not relocate, modify or alter any of the booths without the prior written consent of the Aviation General Manager. Service Provider will extend its operating hours (of Service and staffing of the booths) as needed to address irregular operations and all weather emergency and/or flight diversion situations, which might require certain locations to open or remain open beyond the hours of operation set forth above. Service Provider will be responsible for ensuring that the highest level of service is maintained to the satisfaction of the City in accordance with best industry standards. Service Provider will post the normal schedule of operation prominently at each physical location/booth operated by the Service Provider at the Airport. At a minimum, Service Provider must staff the booths, throughout the Term, as follows:

- (i) Domestic Terminal Physical Locations/Booths: At least one (1) employee for each physical locations/booths between the hours of 6:00 a.m. and 12:00 a.m. (i.e., midnight).
- (ii) International Terminal Physical Locations/Booths: At least one (1) employee for the physical Locations/booths between the hours of 10:00 a.m. to 6:00 p.m.

V. **Passenger Loading, Drop-Off and Vehicle Staging Locations:** The passenger loading and vehicle staging areas are generally depicted on **Exhibit H** of the Services Agreement, as the same may be altered or amended from time to time by the Aviation General Manager.

- a. **Passenger Loading Locations:** Service Provider may only load passengers in the designated loading stalls at the (i) Ground Transportation Center ("GTC") on the west curb of the domestic terminal of the Airport and (ii) arrivals curb of the international terminal. Service Provider acknowledges and agrees passenger loading may not occur in any other location at the Airport without the Aviation General Manager's prior written consent.
- b. **Drop-Off Locations:** Service Provider may only discharge passengers in the following locations:
 - (i) Domestic Terminal: At each doorway, as determined by each passenger's airline ticket counter location, located on the upper level of the outer curb roadway serving the ticketing areas of the north and south side of the domestic terminal.

- (ii) **International Terminal:** At each doorway, as determined by each passenger's airline ticket counter location, located on the upper level of the outer curb roadway serving the ticketing area of the international terminal.
- c. **Vehicle Loading Stalls:** The Airport will designate for the Service Provider multiple stalls/areas for passenger loading. Two (2) vehicle stalls will be allocated for loading in the GTC and one (1) vehicle stall at the Arrivals curb of the international terminal. Service Provider vehicles may not enter the domestic terminal's GTC or the international terminal's arrival curb with passengers on board.
- d. **Vehicle Staging Locations:** The Airport will provide a vehicle staging area for no more than ten (10) vehicles in the international terminal's commercial vehicle hold lot, which is generally depicted on **Exhibit H** of the Agreement. Vehicle staging is only permitted in the designated areas set forth herein as the same may be altered from time to time by the Aviation General Manager. The international terminal's commercial vehicle hold lot and GTC are closed daily between the hours of 2:00 A.M. and 4:00 A.M. for cleaning and maintenance by Airport personnel. Service Provider acknowledges and agrees to remove all of its vehicles from the international terminal's commercial vehicle hold lot and GTC at least 15 minutes prior to closure and stage to return to the international terminal's commercial vehicle hold lot and GTC at least 15 minutes prior to re-opening the same.
- e. **Maintenance Facilities:** Service Provider will not be provided with any storage, maintenance or other facilities for its vehicles on Airport property. Additionally, Service Provider is required to store, stage and maintain its vehicles off Airport property located near the Airport in order to maintain the fifteen (15) departure timeframes as set forth in **Section I(a)** of the Scope of Services. The Service Provider's off Airport facilities will be secured, maintained, and operated by and at Service Provider's sole expense. Service Provider must not allow any of the vehicles used to provide the Services to stage, idle or dwell in any location other than the domestic and international commercial vehicle hold lots, GTC or Service Provider's off Airport maintenance/staging facility.

VI. **Service Provider Vehicles:** Service Provider will utilize vehicles having a seating capacity of at least ten passengers with on-board luggage storage facilities and climate control (i.e. heating and air-conditioning). Service Provider may not utilize vehicles older than seven (7) model years in performing any of the Services. Additionally, all Service Provider's vehicles must comply with each of the following:

- a. **Vehicle Appearance:** All of Service Provider's vehicles utilized to provide the Services must be clearly branded in accordance with **Section VII** below, as the same may be modified from time to time. No bumper stickers or vanity license plates may be placed on or in any of the vehicles performing the Services. In addition to any identification required by federal, state or local laws, Service Provider must clearly identify on the exterior of each vehicle, with lettering that is no less than four (4) inches in height, each of the following items:
- (i) Name of Service Provider's company;
 - (ii) Telephone number for the Service;
 - (iii) Service Provider's Motor Carrier Identification Number (USDOT Number) issued by the Georgia Department of Revenue (DOR); and
 - (iv) The Service Provider's motor carrier identification number must be preceded by "USDOT" and followed by "GA," if the vehicle is used solely inside the boundaries of Georgia (intrastate).
- b. **Driver's Identification Placard:** All of Service Provider's drivers must display an identification placard substantially similar to **Exhibit I** attached to the Agreement ("Identification Placard") on the interior of each vehicle. Each Identification Placard must be placed in a location that is easily visible to the passengers as they enter the vehicle without having to ask the driver to display such information. Additionally, each Identification Placard must include the name (first and last) of the driver, a photograph of the driver's face, name and contact telephone number of the Service Provider (which shall be the same telephone number used on all placards [i.e., a centralized number for customers to obtain service, ask questions or register complaints]). All Identification Placards must be at least six (6) inches high and eight (8) inches wide; the photograph of the driver photo must be at least two (2) square inches in size; and the lettering used for the driver's name, Service Provider's name and telephone number may not be less than one (1) inch in height.
- c. **Vehicle Cleanliness:** Service Provider must keep all vehicles used to provide the Services in a clean and odor free condition, which must be free from all dust and debris at all times. At a minimum the Service Provider acknowledges and agrees that all vehicles interior and exterior will be washed twice per week and swept/vacuumed daily. Service Provider acknowledges and agrees that it must inspect the vehicles on a daily basis to ensure they are clean and that all maintenance has been performed. Vehicle cleaning and detailing must be conducted off Airport because no vehicle cleaning locations will be provided for Service Provider's use.
- d. **Vehicle Appurtenances:** All service provider vehicles must be equipped with or possess the following equipment and/or characteristics:

- (i) Fully operational climate control system
 - (ii) A functional system dedicated to communication between the Service Provider's commercial motor vehicles and the central dispatch system (two way communication system or other system)
 - (iii) Functional safety belts as required by law
 - (iv) Automated Vehicle Identification(AVI) Transponder issued by the DOA
 - (v) Sufficient space for interior luggage storage and/or luggage racking system in accordance with all applicable laws
 - (vi) No fare-metering device installed
 - (vii) GPS functionality (driver assisted way-finding)
 - (viii) Back up warning system
- e. **Vehicle Maintenance & Inspections:** Service Provider must maintain all vehicles (and any other equipment used to provide any of the Services) in good working order and first-class manner commensurate with the best industry practices and standards. Service Provider must keep accurate and detailed vehicle maintenance records, which shall be made immediately available for review by the Aviation General Manager upon request. Service Provider acknowledges and agrees that it will not use any vehicle that is not in good working order to perform any Services. The Aviation General Manager may require the Service Provider to remove any vehicles not maintained in accordance with the Services Agreement.
- f. **Alternative Fuel Vehicle Requirement:** At least twenty-five percent (25%) of the Service Provider's vehicles utilized in providing the Services must be Alternative Fuel Vehicles ("AFV") at the start of the Agreement. The Service Provider shall increase percentage of AFVs by a minimum of twenty-five percent (25%) annually thereafter.
- g. **Handicapped Passenger Service:** Service provider must operate a minimum of two (2) handicap accessible vehicles to accommodate handicapped passengers. Handicap accessible vehicles do not need to comply with the minimum seating capacity otherwise required herein.
- h. **Vehicle Transponders:** Service Provider must purchase and mount an AVI transponder in each vehicle in accordance with Airport policy. The cost of each transponder shall be borne by Service Provider at the current rate for transponder purchase (currently between \$12.50 and \$15.00). Service Provider must purchase transponders through the Airport ground transportation division.

VII. Marketing and Advertising: The Department of Aviation will place a reference to the Service Provider's website via a hyperlink at no cost to the Service Provider. The Service Provider must apply a vinyl vehicle wrap (or

paint scheme) to the exterior of all vehicles used to provide the Services with the Department of Aviation approved branding and vehicle advertising wrap. Service Provider may not advertise any third-party services on any marketing materials or any equipment associated with this Agreement, including its vehicles, uniforms and customer service/sales booths at the Airport, without the prior written consent of the Aviation General Manager in his/her sole discretion.

VIII. **Customer Service Standard:** Service Provider agrees to operate its business and provide the Services on a timely basis and in a manner consistent with the highest standards in the transportation industry and in compliance with all federal, state and local laws. Service Provider will be solely responsible for ensuring that its subcontractors perform pursuant to and in compliance with the terms of this agreement.

IX. **Service Provider Employee Training:** All of Service Provider's employees must obtain and wear an Airport identification badge whenever he/she is on Airport property. Additionally, all of Service Provider's employees must attend all training required in order to obtain an Airport identification badge. Additionally, all of Service Provider's employees must complete the Department of Aviation's Customer Service Training Course within one hundred eighty (180) days of the Effective Date of this Agreement.

X. **Service Provider Complaint Resolution Process:** Service Provider must promptly and courteously respond to all complaints, whether made directly to the Service Provider or referred to the Service Provider by the City, and resolve the same in a timely and efficient manner. Service Provider must retain a record of all complaints and resolutions throughout the term of the Agreement. Service Provider must maintain a placard in the form of **Exhibit I** attached to the Agreement, and clearly and conspicuously display the same on the inside of the vehicle.

XI. **Service Provider Employees:** Service provider must employ a sufficient number of trained employees to meet all of its obligations under the Agreement. Additionally, all Service Provider's employees must comply with each of the following:

- a. **Operations Oversight:** Service Provider must designate an on-site manager(s), with five (5) years of ground transportation experience, who is responsible for the day-to-day operations of the Service Provider at the Airport. Service Provider hereby represents and warrants that each of its on-site managers have the authority to render decisions and to take all necessary action on behalf of the Service Provider in connection with the Agreement. Service Provider must have

a manager on-site at the Airport during all hours of operation as set forth in **Section IV(b)** above.

- b. **No Loitering:** Service Provider's employees are not permitted to loiter in the domestic or international terminals or utilize the public seating areas of either of the terminal buildings.
- c. **Service Provider Employee Badging:** All of Service Provider's employees must, among other things, successfully pass a 10-year criminal history records check in order to receive an Airport identification badge. The background check and badge issuance will be conducted by the Department of Aviation's security division at the Service Provider's sole cost and expense.
- d. **Service Provider Employee Conduct:** Service Provider's employees must refrain from any loud, boisterous, offensive or inappropriate conduct and treat all passengers courteously. Service Provider must ensure that its employees do not discriminate against any passenger based upon its race, creed, color, national origin, ethnicity, age, disability, gender or sexual orientation. Service Provider must not, directly or indirectly, use any high pressure, unfair or deceptive trade practices when describing, selling or providing the Services to the public. Service Provider acknowledges and agrees that the Airport General Manager, in his/her sole discretion, may (a) revoke such employee's Airport badge or (b) demand that such employee not provide any of the Services under the Agreement.
- e. **Service Provider Employee Appearance:** All of Service Provider's employees must (a) wear the Service Provider's uniform, (b) display Airport identification badge and Service Provider's company name tag and (c) maintain a neat, clean, well-groomed and professional appearance at all times. All of Service Provider's uniform styles must be approved, in writing, by the Airport General Manager in his/her sole discretion.
- f. **Service Provider Vehicle Drivers:** Service Provider must ensure that all drivers possess all federal, state and local licenses to operate its vehicles including, without limitation, a valid medical examiner's certificate (See CFR Title 49 Part 391.41).

XII. Passenger Fares and Rate Structure: Service Provider will charge the public fares for riding that are fair, reasonable and nondiscriminatory. Any change in the fares must be submitted to the Department of Aviation for approval at least 30 days in advance of the earlier of (a) the effective date of such change or (b) the first date such fares are advertised to the public. No fare change may be implemented without the approval of the Aviation General Manager. Fares to various representative points within the assigned Service Area(s) will be conspicuously posted at each location for passengers to see

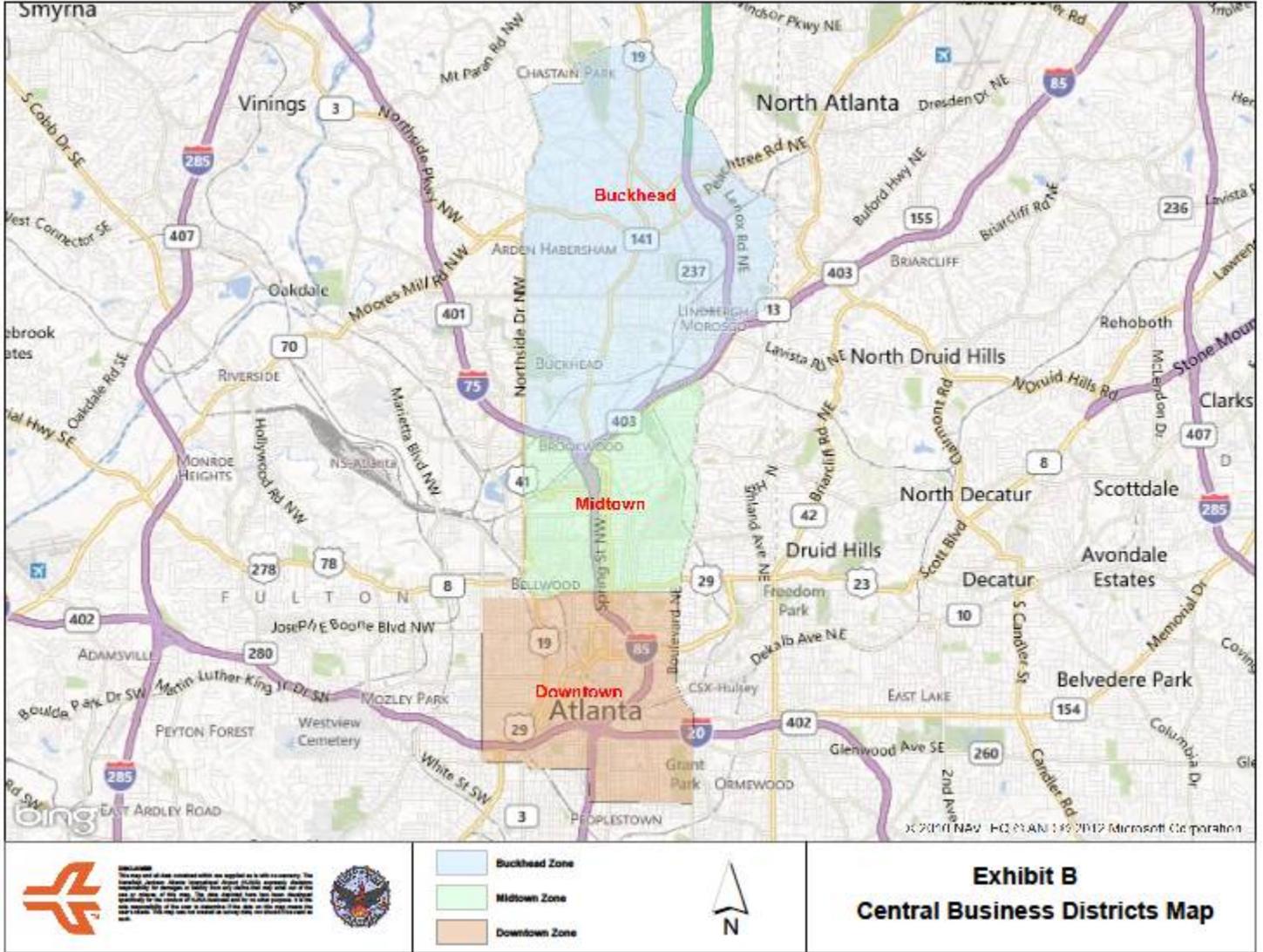
prior to making arrangements for transportation. All fare schedules must include every major destination and all portions of the assigned Service Area(s). The Airport will provide a customer service counter/booth for ticket sales at both terminals. The counter/booth includes phone and data lines, but all other equipment, office supplies, and phone and data line costs are the responsibility of Service Provider.

XIII. **Service Provider Radio Frequency Protection:** If Service Provider installs or operates any type of radio transceiver or other wireless communications equipment, Service Provider will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration ("FAA") for the vicinity of FAA Transmitter or Receiver facilities.

Frequency protection will also be provided for all other frequency bands operating in the vicinity of the selected service provider's equipment. Should interference occur as a result of the Service Provider's installation or operation, the Department of Aviation reserves the right to shut down the Service Provider's operation until appropriate remedies to the interference are made by the Service Provider. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Service Provider's expense.

EXHIBIT B

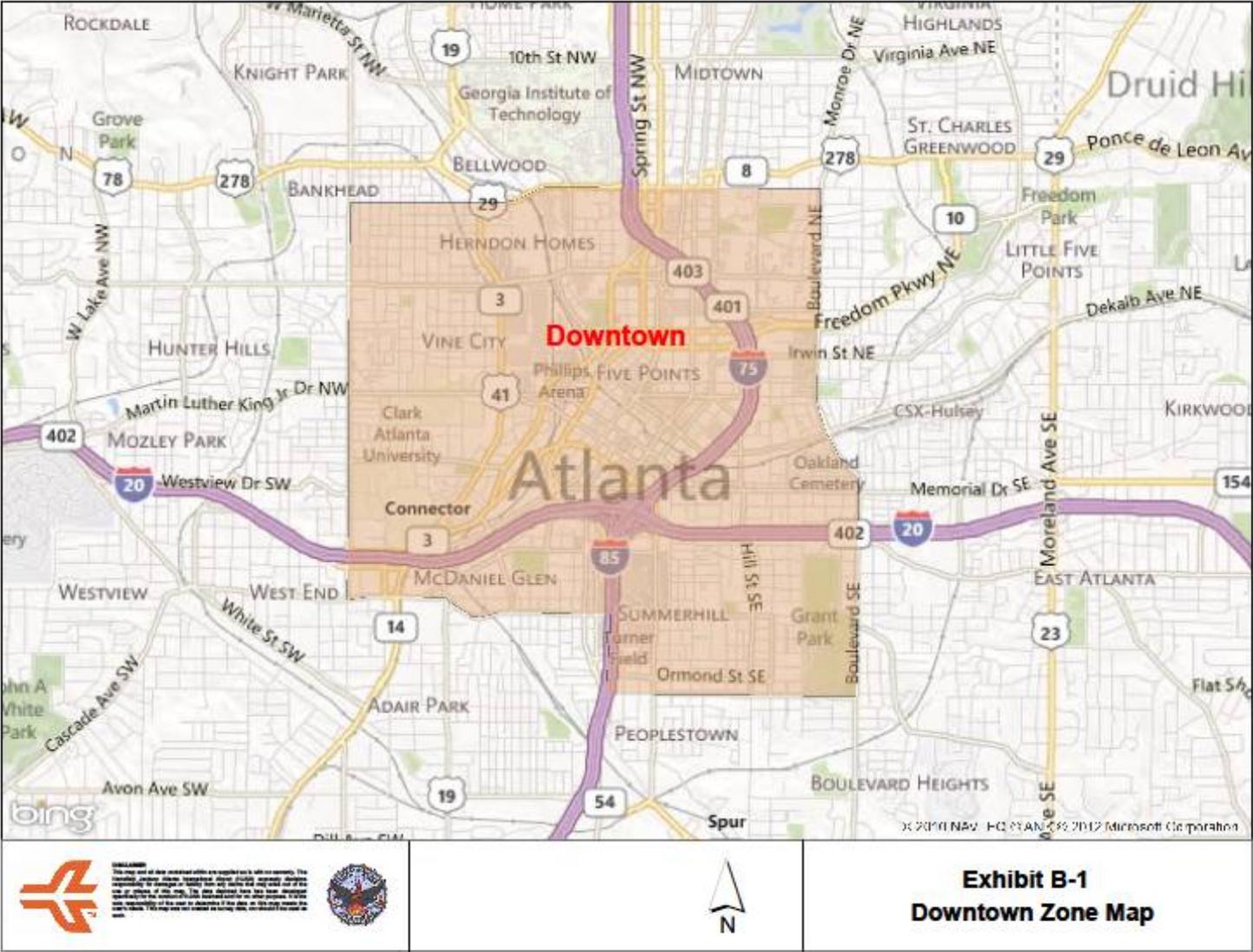
CENTRAL BUSINESS DISTRICT MAP



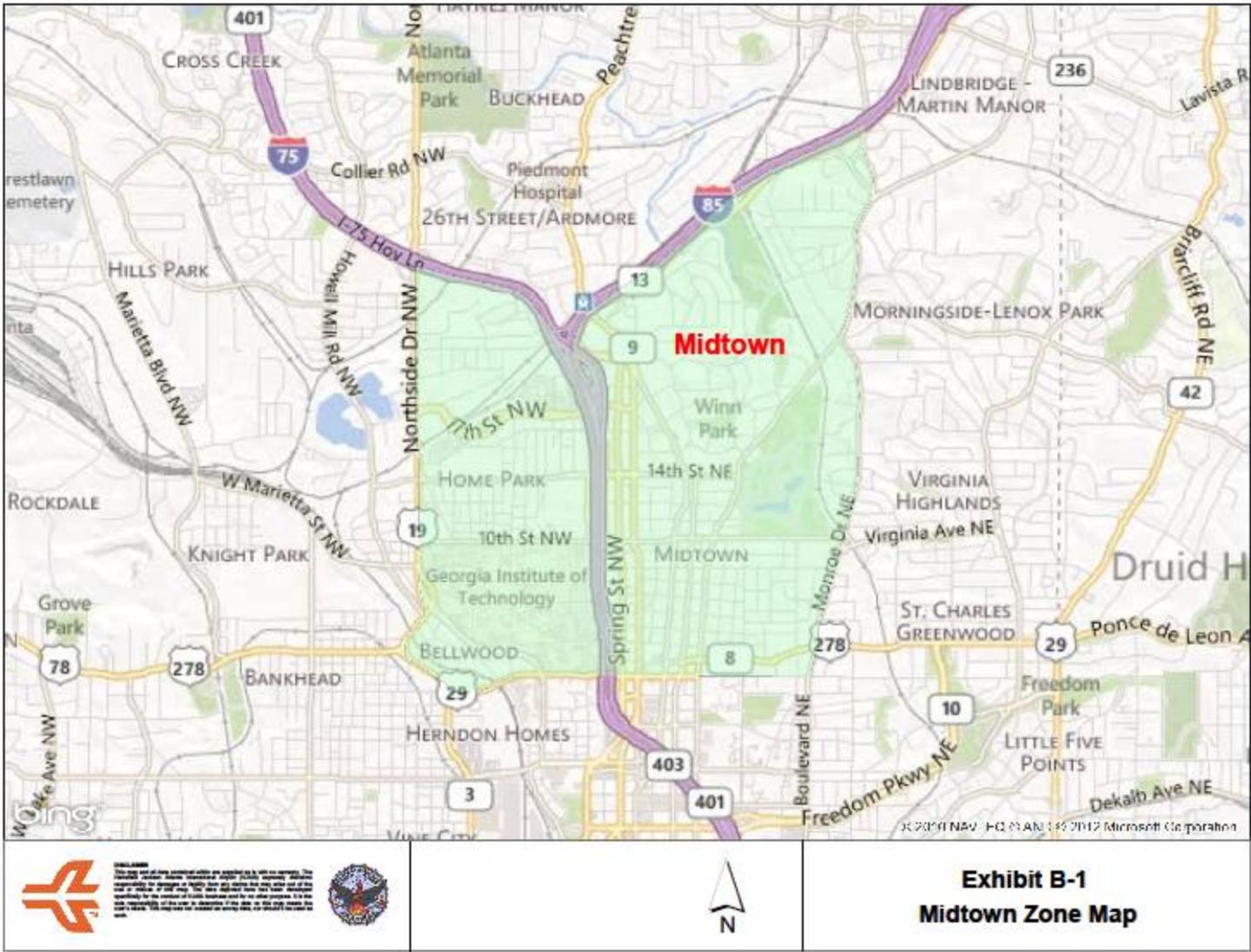
Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

EXHIBIT B-1

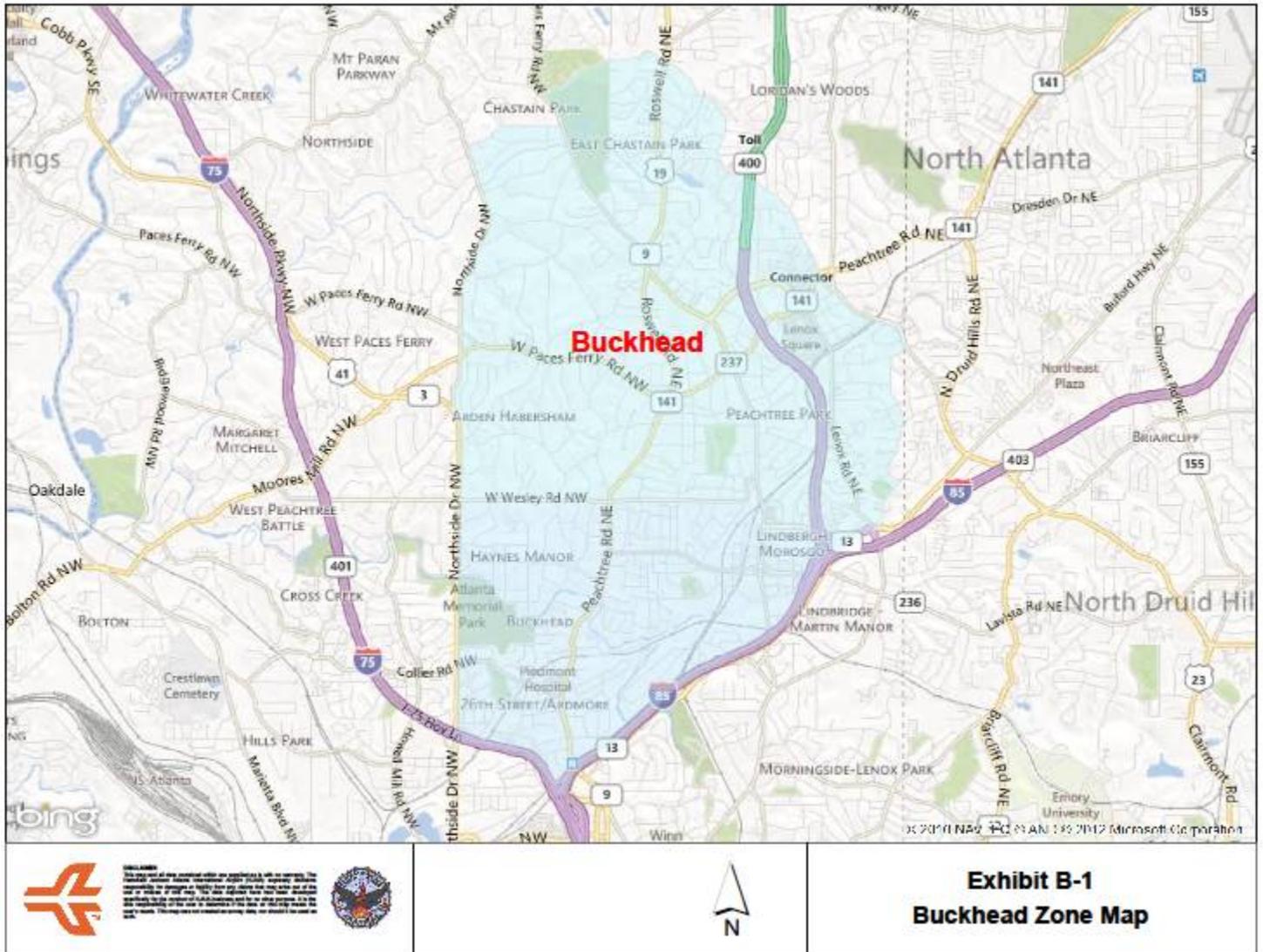
DOWNTOWN, MIDTOWN AND BUCKHEAD ZONE MAPS



Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)



Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)



Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

EXHIBIT C

DEFINITIONS

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

"Applicable Law(s)" means all federal, state or local statutes, laws, ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind (including, without limitation, all of the rules and regulations of the Airport) by which a Party may be bound, then in effect, which come into effect or are amended 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 Service Provider or Service Provider's subcontractors or agents; (c) the Contract Documents; or (d) the performance of the Services under this Agreement.

"Aviation General Manager" shall mean the individual authorized by the City Code to direct the general management, operation and administration of the Airport or his/her designees.

"Charges" means the amounts payable by the Service Provider to City under this Agreement.

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

from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

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

“Service Provider Employees” all of Service Provider’s employees, contractors, subcontractors, agents, including, without limitation, the employees, contractors, subcontractors, agents of Service Provider’s partners or joint venture partners and any other individuals or entities providing any of the Services set forth in the Agreement under the color of Service Provider’s authority.

“Contract Documents” shall collectively include this Agreement and any exhibits, appendices, addenda and other documents attached or incorporated herein by reference.

“Facility” or “Facilities” means any physical premises, booths/kiosks, parking stalls or other locations leased or occupied by Service Provider from or through which Service Provider will provide any Services. However, Service Provider acknowledges and agrees that it shall have no property right, title or interest in or to any locations, premises, parking stalls or booths/kiosks that have been provided by the City.

“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”, “party”, “Parties” or “parties” means the City and/or Service Provider.

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

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

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Employees, 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 AND BONDING REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by the Service Provider. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D.**

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 the City. Service Provider must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Service Provider has complied with all insurance and bonding requirements set forth in this Exhibit D. If the Service Provider 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 Service Provider submits to the City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents the City may, in addition to any other rights City may have under the solicitation documents or pursuant to applicable law, may retain the bid security provided by Service Provider. In the event that Service Provider does not comply with the insurance and bonding requirements set forth herein after the Effective Date of the Agreement, the City may, in accordance with the terms of the Agreement, deem the Service Provider to be in default under the terms of the Agreement and exercise its right to any remedy or cure available to the City pursuant to the terms of the Agreement or pursuant to applicable law.

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 Service Provider to the 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 IX, 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 Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

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

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

Service Provider 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.

Service Provider 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 Compliance

Service Provider must require and ensure that all subcontractors 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

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

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

C. Commercial General Liability Insurance

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

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Medical Expense
- Independent Contractor/Subcontractor
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Service Provider must procure and maintain Automobile Liability Insurance in an amount not less than **\$5,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

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

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

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.

E. Excess or Umbrella Liability Insurance

- 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

F. Property Coverage/Inland Marine

Service Provider 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.

G. Performance and Payment Bonds

Tenant must, within thirty (30) days of the Commencement Date, at its own expense, deliver to the Aviation General Manager a Performance and a Payment Bond each in an amount equal to twelve (12) months of the then current total Minimum Annual Guarantee under this Agreement payable to the City, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney, which surety bond or bonds must be renewed annually, at the then current total Minimum Annual Guarantee. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Tenant may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

1. In addition, prior to the commencement of any construction work by or at the instance of Tenant within the Premises, it must provide to City a fixed price contract or contracts for all work to be performed within the Premises, which contract(s) shall be insured by, and Tenant shall provide to the City, a Payment Bond in an amount equal to 100% of the work specified in such contract(s) and acceptable to the City's Chief Financial Officer and in such form as approved by the City Attorney. The Payment Bond shall name the City as the Obligee, shall meet the other requirements of the Agreement, and shall remain in full force and effect until: (i) all Tenant Improvements are completely and fully paid for, (ii) certificates of occupancy have been issued for the Premises, (iii) final lien waivers have been obtained from all contractors and subcontractors; (iv) the City has approved the final construction of the Tenant Improvements; and (v) the applicable limitations period under Georgia law for the commencement of a suit against the Payment Bond has lapsed.

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.

[END OF EXHIBIT D]

EXHIBIT D-1
AUTHORIZING LEGISLATION

To Be Attached.

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

EXHIBIT E

PASSENGER LOADING, DROP-OFF & VEHICLE STAGING AREAS

The passenger loading, drop-off and commercial vehicle staging area for the domestic and international terminals of the Airport are located in several places on the Airport's property.

Ground Transportation Center Area Aerial Photo 1

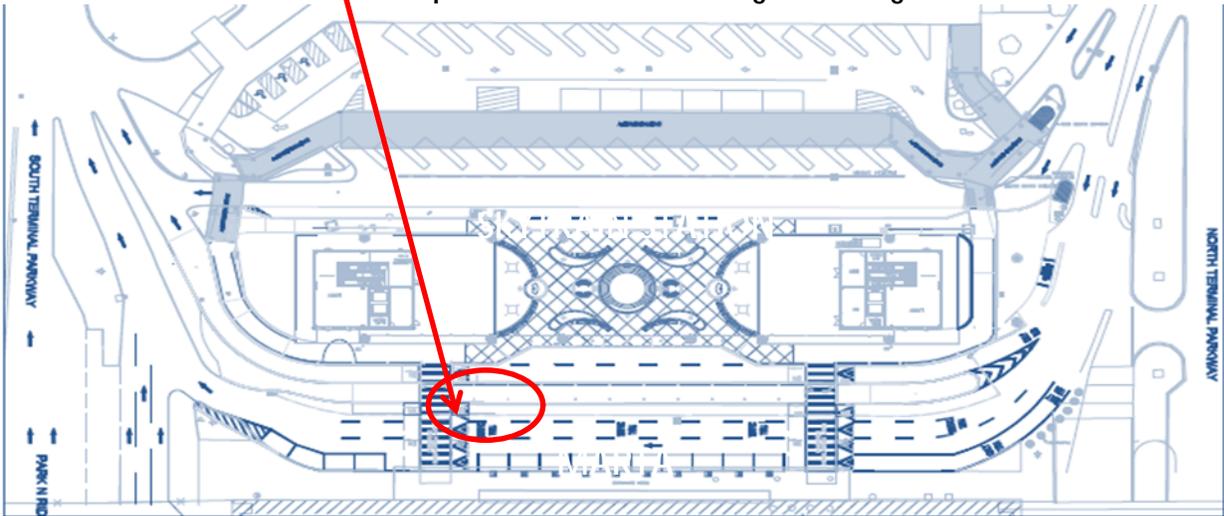


Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

Ground Transportation Center Area Aerial Photo 2

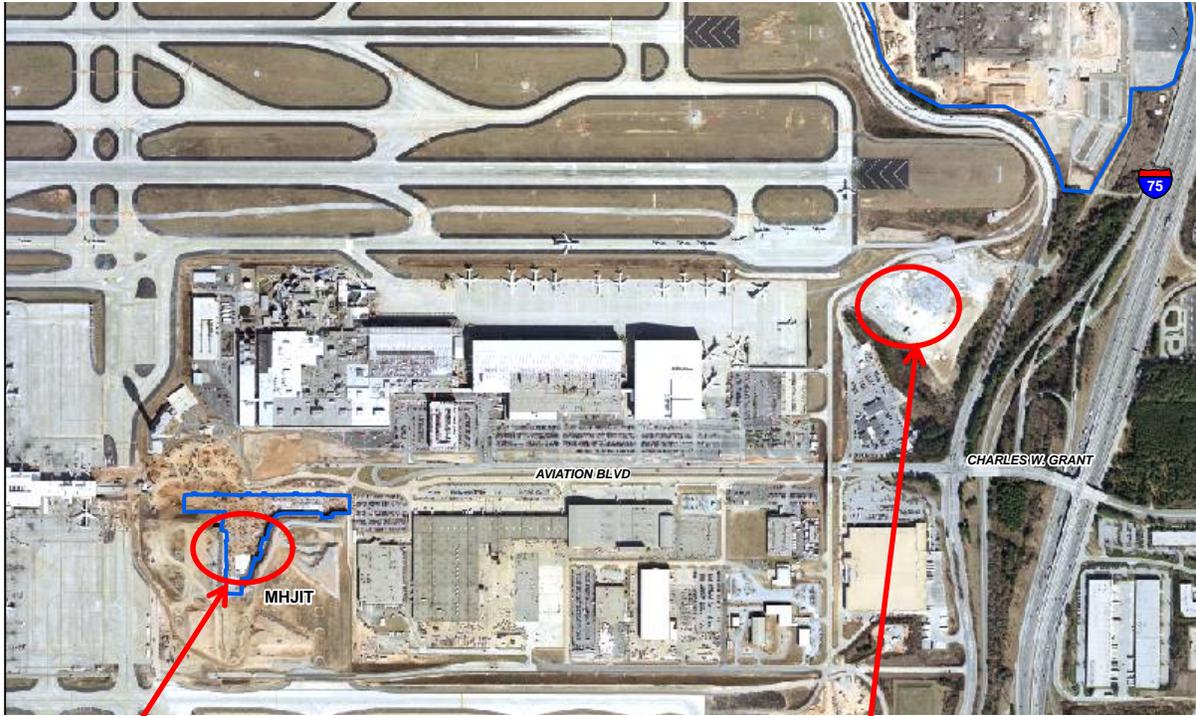


Ground Transportation Center Passenger Loading Area



Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

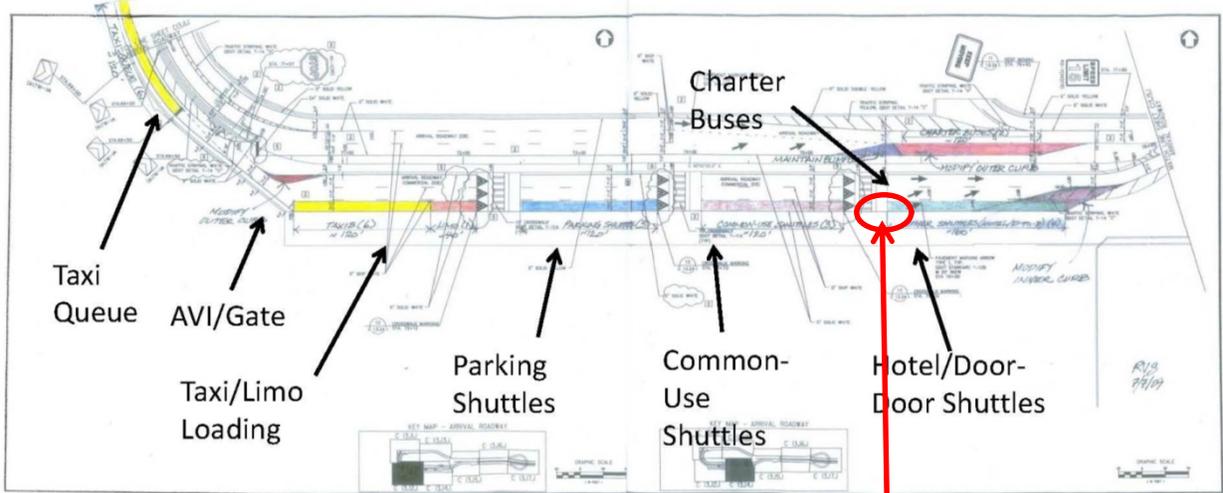
International Terminal Aerial Photo



International Terminal

Commercial Vehicle (CV) Hold Lot

International Terminal Diagram No. 1



International Curb (Arrivals Level) Passenger Loading Area

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

EXHIBIT F

DRIVER IDENTIFICATION PLACARD



**YOUR DRIVER TODAY
IS
NAME**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS
ABOUT THIS SERVICE, PLEASE CALL**

[INSERT COMPANY NAME]

[INSERT COMPANY TELEPHONE NUMBER]

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

APPENDIX A
OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS

To Be Attached.

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)

APPENDIX C

ILLEGAL IMMIGRATION REFORM & ENFORCEMENT ACT AFFIDAVITS

To Be Attached.

Attachment: Shared Ride Shuttle Services Agreement (14-R-3662 : Shared Ride Shuttle Service)