

REQUEST FOR PROPOSALS
for
**FC-8331, Atlanta Streetcar Mobile Ticketing
Application**



City of Atlanta

Richard Mendoza
Commissioner
Department of Public Works

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement



CITY OF ATLANTA

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Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

July 1, 2015

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (“DOP”), a proposal for **FC-8331, Atlanta Streetcar Mobile Ticketing Application**. The City of Atlanta (the “City”) is soliciting proposals from qualified firms for the development and implementation of a mobile ticketing application for the Atlanta Streetcar.

A **Pre-proposal Conference** will be held on **Wednesday, July 8, 2015, at 11:00 A.M. EDT**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Public Works, Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are **strongly urged** to attend the Pre-proposal Conference.

Proponents will be allowed to submit questions in writing and to ask questions during the Pre-proposal Conference. However, please note that oral answers to questions during the Pre-proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Thursday, July 9, 2015, at 2:00 P.M. EDT**.

Your response to this Request for Proposals (“RFP”) must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EDT, Friday, July 17, 2015**.

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

Proposals will be publicly opened and read at 2:01 p.m. EDT on the respective due date in Suite 1900 (1st Floor), 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.



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

You are required to email your business name, contact person, address, phone number, fax number, email address, and the project number to Lloyd A. Richardson, Contracting Officer, at larichardson@atlantaga.gov to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued and may deem you non-responsive.

This RFP may be obtained from the Department of Procurement Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of \$50.00 per package as of July 1, 2015 between the hours of 8:15 a.m. EDT and 5:00 p.m. EDT, Monday through Friday. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mr. Lloyd A. Richardson, Contracting Officer, at (404) 865-8504 or by email at larichardson@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

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

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

Sincerely,

A handwritten signature in black ink that reads "Adam L. Smith". The signature is written in a cursive style with a large, stylized initial "A".

Adam L. Smith

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PART I

INSTRUCTIONS TO PROPONENTS

Part 1; Information and Instructions to Proponents

- 1. Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (the “**City**”), on behalf of its Department of Public Works (“**DPW**”), Atlanta Streetcar (“**ASC**”) seeks to procure the following services (“**Services**”): a qualified firm for the development and implementation of a mobile ticketing application.
- 2. Scope of Services:** A more detailed Scope of Services (“**SOS**”) sought in this procurement is set forth in Exhibit B– Scope of Services attached to the Services Agreement (“**Services Agreement**”); Contract No. **FC-8331, Atlanta Streetcar Mobile Ticketing Application**, included in this RFP at Part 5.¹
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
- 4. Minimum Qualification; Authority to Transact Business in Georgia:**
 - 4.1. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
 - 4.2. Each Proponent must be able to demonstrate a minimum of five (5) years of experience in providing professional services of the same size and scope.
 - 4.3. Each Proponent must be able to demonstrate experience in developing applications in iOS (Apple) and Android (Google) operating systems.
- 5. No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
- 6. Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 P.M., EDT** (as verified by the Bureau of National Standards) on **Friday, July 17, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.

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

- 7. Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for, **Wednesday, July 8, 2015 at 11:00 A.M. EDT.**, in the Department of Procurement's Bid Room, Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly.
- 8. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Mr. Lloyd A. Richardson, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 739-4875 or e-mail larichardson@atlantaga.gov **on or before Thursday, July 9, 2015 at 2:00 P.M. EDT.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/procurement> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
- 9. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
- 10. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("**GORA**"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
- 11. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
- 12. Applicable City OCC Programs:** The City's Office of Contract Compliance ("**OCC**") Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

13. Evaluation of Financial Information: The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability** indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

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

15. Examination of Proposal Documents:

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

15.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

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

15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.

- 16. Oral Presentations and Demonstrations:** All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
- 17. Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City's Code of Ordinances.
- 18. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
- 19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**Form 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume II of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**Form 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**Form 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**Form 1**) precedes the Affidavit.
- 20. Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or components of the SOS.

PART II

CONTENTS OF PROPOSALS

Part 2; Contents of Proposals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal (Form provided by City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit B.1-Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
2. **Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
 - 2.1. Volume I, information drafted and provided by a Proponent; and
 - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

The Informational Proposals must be tabbed as indicated to reflect the sections listed in the below Outline.

3. **Information Required to Be Included in Informational Proposal:**
 - 3.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. Information Drafted and Provided By a Proponent: This information should be included in **Volume I** of the Proposal:
 - 3.1.1.1. Executive Summary;
 - 3.1.1.2. Organizational Structure;
 - 3.1.1.3. Experience and Qualifications of Key Personnel;
 - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects; and
 - 3.1.1.5. Management Plan.
 - 3.1.2. Information Provided by a Proponent on Forms Provided by the City: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1. Forms attached to this RFP at Part 4: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.1.2. Form 2; Contractor Disclosure Form and Questionnaire;
 - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability;
 - 3.1.2.1.5. Form 4.2; Certification of Bonding Ability (N/A);
 - 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
 - 3.1.2.1.7. Form 6; Respondent Contact Directory;
 - 3.1.2.1.8. Form 7; Reference List;
 - 3.1.2.1.9. Form 8; Proposal Bond (N/A);
 - 3.1.2.1.10. Form 9; Required Submittal Checklist;
 - 3.1.2.1.11. Authority to Transact Business in the State of Georgia; and
 - 3.1.2.1.12. Required Federal Certifications (see Appendix C).

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.1.2.2. Forms attached to Services Agreement attached to this RFP at Part 5:

3.1.2.2.1. Exhibit B.1-Cost Proposal (**This should be included in a separate sealed envelope and labeled “Cost Proposal”**);

3.1.2.2.2. Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals;

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. Executive Summary (Tab in Volume I):

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

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

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

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

- 3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described;
- 3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years; and
- 3.2.1.2.5. A brief history of the company including the number of years in business providing the services you are outlining in your proposal.

3.2.2. Organizational Structure (Tab in Volume I):

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.2.2.1. Clearly defining the composition and organization of the proponent's team to include identification of the prime firm, subconsultants, or joint venture partners, as applicable, and the proposed distribution of work; and
- 3.2.2.2. Providing an Organizational Chart showing the relationship of all firms and key personnel. Including the office location for each firm on the consultant team; and
- 3.2.2.3. Describing the technical capabilities and professional qualifications possessed by each firm on your consultant team and indicate experience in the transit environment and how it relates to the proposed work; and
- 3.2.2.4. If applicable, discuss previous relationships between the team member firms on other projects.

3.2.3. Experience and Qualifications of Key Personnel (Tab in Volume I):

- 3.2.3.1. Identify and provide a resumes for the individuals that the team will use to fill the following positions:
 - 3.2.3.1.1. Software Engineer;
 - 3.2.3.1.2. Project Manager;
 - 3.2.3.1.3. Lead Tech; and
 - 3.2.3.1.4. Support Engineer.
- 3.2.3.2. Resumes should be organized as follows:
 - 3.2.3.2.1. Name and Title;
 - 3.2.3.2.2. Professional Background;
 - 3.2.3.2.3. Current and Past Relevant Employment;
 - 3.2.3.2.4. Education;
 - 3.2.3.2.5. Certifications;
 - 3.2.3.2.6. List of (3) Relevant projects, including:

- 3.2.3.2.6.1. client name;
- 3.2.3.2.6.2. project description;
- 3.2.3.2.6.3. project value;
- 3.2.3.2.6.4. role of the individual;
- 3.2.3.2.6.5. the original contract schedule to start and complete the project; and
- 3.2.3.2.6.6. the actual start and completion dates of the project.

3.2.3.3. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.2.4. Overall Experience, Qualifications and Performance on Previous Similar Projects (Tab in Volume I):

3.2.4.1. Proponents should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit A; Scope of Services. Proponent's previous relevant experience should be directly related to the transit environment.

3.2.5. Project Plan and Management Plan (Tab in Volume I): Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- 3.2.5.1. Describe your team's anticipated, internal project delivery process to include project definition, proposal preparation, project staffing, work execution (field and office), project communication, and preparation and review of deliverables.
- 3.2.5.2. Describe Quality Assurance Program and how it will be utilized for this project.
- 3.2.5.3. Describe the method(s) you plan to use to monitor and control the cost and schedule aspects of a project of this scope. State your history and that of your individual team members on similar projects using objective data as evidence. Discuss how you have prevented delays and cost overruns on past projects.
- 3.2.5.4. Provide a Gantt chart and narrative description to display the project schedule showing how the completion/go-live date of December 31, 2015 can be met.

3.3. Cost Proposal. Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) original, marked "Original" and five (5) copies in a separate envelope.**

4. Submission of Proposals:

4.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8331**,

Atlanta Streetcar Mobile Ticketing Application, and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

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

- 4.2. A Proponent is required to submit one (1) original, marked “Original” and five (5) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

- 4.3. A Proponent is required to submit, in a separate, sealed envelope, clearly marked “Cost Proposal”, one (1) original, marked “Original” and five (5) copies of its Cost Proposal with its Information Proposal.

5. Responsiveness and responsibility for each Proponent can be observed as the following:

- A. The responsiveness of a Proponent is determined by, but not limited to, the following:
1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
 2. The completeness of all material, documents and/or information required by the City; and
 3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

- B. The responsibility of a Proponent is determined by, but not limited to, the following:

1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

6. The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances).

PART III

EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form:

| RELATIVE WEIGHT | GRADED ITEM | SCORE |
|------------------------|--|--------------|
| 15 % | Experience and Qualifications of Key Personnel | |
| 25 % | Overall Experience, Qualifications and Performance on Previous Similar Projects | |
| 25 % | Project and Management Plan | |
| 10 % | Cost Proposal | |
| 15 % | OCC Programs | |
| 10 % | Financial Capability | |
| 100% | TOTAL SCORE | |

PART IV

REQUIRED SUBMITTALS

REQUIRED SUBMITTAL FORMS

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

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

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

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

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

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

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

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

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

Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: **FC-8331, Atlanta Streetcar Mobile Ticketing Application**

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

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

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

91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor: _____

Name of Project: **FC-8331, Atlanta Streetcar Mobile Ticketing Application**

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

| | |
|--------------|--|
| “Affiliate” | Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent. |
| “Contractor” | Any person or entity having a contract with the city. |
| “Control” | The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity. |
| “Respondent” | Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated. |

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

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

5. Is the individual/Entity authorized to transact business in the state of Georgia?

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

No

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 2 of 7)

C. Questionnaire

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES NO**
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES NO**
4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES NO**
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES NO**
6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
- (a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES NO**
- (b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES NO**
- (c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES NO**

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 3 of 7)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:
- | | | |
|--|------------|-----------|
| (a) directly or indirectly, had a business relationship with the City? | YES | NO |
| (b) directly or indirectly, received revenues from the City? | YES | NO |
| (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? | YES | NO |
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** **NO**
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** **NO**
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** **NO**
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** **NO**
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** **NO**
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:
- | | | |
|---|------------|-----------|
| (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. | YES | NO |
| (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: | YES | NO |

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 4 of 7)

D. REPRESENTATIONS

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

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

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

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

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

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

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

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 5 of 7)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

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

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 6 of 7)

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

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

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

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 7 of 7)

Declaration

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

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

Sign here if you are an individual:

Printed _____ **Name:** _____

Signature: _____

Date: _____

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

Notary Public of _____(state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires:

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

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

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

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent:

Name of individual, entity or
partnership completing this Form:

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

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

Address

Phone Number(s)

Email:

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

| | <u>Year: 201</u> (Thousands) | <u>Year: 201</u> (Thousands) | <u>Year: 201</u> (Thousands) |
|---------------------|--|--|--|
| Current Assets | \$..... | \$..... | \$..... |
| Current Liabilities | \$..... | \$..... | \$..... |
| Property & Equip. | \$..... | \$..... | \$..... |
| Working Capital | \$..... | \$..... | \$..... |
| Sales/ Revenue | \$..... | \$..... | \$..... |
| Total Assets | \$..... | \$..... | \$..... |
| Total Liabilities | \$..... | \$..... | \$..... |
| Interest Charges | \$..... | \$..... | \$..... |
| Net Income | \$..... | \$..... | \$..... |
| Net-Worth | \$..... | \$..... | \$..... |

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name:

Signature:

Date: _____, 20 ____ .

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

Notary Public of _____ (state)
My commission expires:

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

Printed Name of Entity:

Signature of authorized representative:

Title:

Date: _____, 20 ____ .

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

Notary Public of _____ (state)
My commission expires:

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Offerors **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20 _____ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8331, Atlanta Streetcar Mobile Ticketing Application** (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8331, Atlanta Streetcar Mobile Ticketing Application:**

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

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

| NAME | POSITION/TITLE | MAILING ADDRESS | OFFICE PHONE | CELL PHONE | EMAIL ADDRESS AND FAX NUMBER |
|-------------|-----------------------|------------------------|---------------------|-------------------|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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

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

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person:
Direct Telephone:
Email Address:

Date(s) of Project:

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below “Required Proposal Submittal Check Sheet.” Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and five (5) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

| Required Proposal Submittal Check Sheet | |
|--|---|
| 1 | Volume 1 – Informational Proposal: <ul style="list-style-type: none"> <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Experience and Qualifications of Key Personnel <input type="checkbox"/> Overall Experience, Qualifications and Performance on Pervious Similar Projects <input type="checkbox"/> Management Plan |
| 2 | Volume II – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to: <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act Forms <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability (N/A) <input type="checkbox"/> Form 5; Acknowledgment of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Guarantee (N/A) <input type="checkbox"/> Form 9; Required Submittal Checklist <input type="checkbox"/> Authority to Transact Business in the State of Georgia <input type="checkbox"/> Appendix A - Office of Contract Compliance Forms 1 – 5 <input type="checkbox"/> Certification of Primary Participant <input type="checkbox"/> Certification of Lower-Tier Participant Regarding <input type="checkbox"/> Certification Regarding Lobbying <input type="checkbox"/> Disclosure of Lobbying Activities |
| 3 | Exhibit A.1 – Cost Proposal |
| 4 | Proponent’s Official Company Name: Company Physical Address: |
| 5 | President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: |
| 6 | Primary Point-of-Contact Concerning RFP: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: |

PART V

DRAFT MASTER TECHNOLOGY AGREEMENT

MASTER TECHNOLOGY AGREEMENT; CONTRACT NO. FC-_____

This Master Technology Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Provider”) set forth below.

| | |
|-----------------------------------|-----------------------------------|
| Contract Name: | Contract No. FC- |
| Provider | City of Atlanta |
| Name: | Using Agency: |
| Address: | Address: |
| Phone: | Phone: |
| Fax: | Fax: |
| Authorized Representative: | Authorized Representative: |

1. Background.

1.1 City desires to obtain from Provider the software (“Software”) [and Support and Maintenance Services] described on the Software Order Forms attached as **Exhibit A** [and/or] the services described on the Statements of Work attached as **Exhibit B** (“Services”). The total amount of payments by City under this Agreement shall not exceed \$_____ (“Master Maximum Payment”).

2. Term. Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on the date that is the later of (a) the date of acceptance of all Deliverables set forth on any Statement of Work pursuant to the Section entitled “Services” or (b) the date of acceptance of all Software set forth on any Software Order Form pursuant to the Section entitled “Software and Support Services” (the “Term”).

3. Interpretation.

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

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

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

1. Agreement
2. Exhibit C - Definitions
3. Exhibit A - Software Order Forms
4. Exhibit B - Statement of Work
5. Exhibit E - City Security Policies
6. Exhibit G - Dispute Resolution Procedures
7. Appendix A - Office of Contract Compliance Requirements
8. Appendix B - Insurance and Bonding Requirements
9. Additional Contract Documents²

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

5. Services.

5.1 Statement of Work. The Statement of Work shall contain, as applicable: **(a)** a reference to this Agreement; **(b)** a detailed description of the Services to be provided, together with all Work Product applicable to the Services; **(c)** a detailed milestone, delivery, service availability, and completion schedule applicable to the Services ("Milestone Schedule"); **(d)** detailed Requirements describing and defining the relevant design, functional, operational and performance characteristics, standards and criteria applicable to the development, delivery and performance of the Services, including applicable Service Levels and Service Level credits and other performance criteria; **(e)** the location where the Services are to be performed and a detailed list of all equipment, software, Facilities and names or positions of Provider Personnel required to provide the Services ("Resources"); **(f)** the Charges for the Services and the schedule on which such Charges will be invoiced, the Statement of Work maximum payment and, as applicable, regular and overtime hourly rates; **(g)** City's special conditions of acceptance for the Services and Work Product, if any; **(h)** the identity of the key Provider Personnel and City personnel for the Services; and **(i)** any additional provisions applicable to the Services to be provided under the Statement of Work that are required by this Agreement to be addressed and are not otherwise set forth in this Agreement. If any services to be performed are not specifically described in the Software Order Form or Statement of Work, as applicable, but are a necessary component of providing the Services, those services, functions, or tasks will be deemed to be implied in the scope of the Services to the same extent as if specifically described in such Software Order Form or Statement of Work.

5.2 Performance of Services. Provider shall perform all Services in a manner that causes minimal interference with normal operations of City and in compliance with the City Security Policies set forth in **Exhibit E**, and other requirements and regulations described in this Agreement, the Statement of Work, or otherwise required by City. Compliance with these policies will not be construed as limiting, in any manner, Provider's obligations with respect to all applicable governmental requirements and regulations or its duty to undertake reasonable

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

actions to establish and maintain secure conditions. Provider is responsible for all costs incurred as a result of this Section.

5.3 Acceptance of Specific Deliverables. Each Deliverable set forth on the Statement of Work shall be subject to acceptance testing by City. Provider shall demonstrate the Deliverable's compliance with the acceptance testing procedure outlined in the Contract Documents. If a Deliverable fails to pass the acceptance test, Provider shall remedy each failure and shall re-tender the corrected Deliverable to City for re-testing according to the acceptance testing procedure. If the Deliverable is not accepted by City after 3 sets of acceptance tests, within 20 days of the first failed acceptance test, or by another deadline in the Statement of Work (whichever occurs earlier), then City may at its option:

(a) set a new deadline by which the corrected Deliverable must operate in accordance with the specifications in the applicable Statement of Work, always provided that if this deadline is not met City may proceed under (b); or

(b) terminate the Agreement pursuant to the Section entitled "Termination," whereupon Provider shall immediately refund to City all amounts paid by City under the Agreement.

5.4 Resources. Unless otherwise expressly provided in this Agreement, all Resources shall be furnished by and shall be under the control of Provider. Provider shall be responsible, at its sole cost, for procuring and using such Resources in proper and qualified, professional and high quality working and performing order.

6. Software and Support Services

6.1 License Grant. Except to the extent expressly modified or supplemented in the relevant Software Order Form and in consideration of the payment of the Charges set forth in the applicable Software Order Form, Provider hereby grants to City a worldwide, perpetual, transferable, sublicenseable, royalty-free license to: (a) use the Software in object code format and related documentation for City's purposes; and (b) reproduce the Software and related documentation to the extent necessary to use the Software (in compliance with any licensing constraints in the Software Order Form) and to create copies for backup, archival, testing and disaster recovery at no additional charge. Use of the Software and related documentation by City shall include use by its employees, agents, consultants, independent contractors, and other similar Third Parties.

6.2 Implementation Services. Provider will perform all functions and services necessary to implement the Software into City's operations and systems (the "Implementation").

6.3 Acceptance Testing. Upon notice by Provider of the Implementation, Provider shall demonstrate that the Software is operating in accordance with the specifications, functionality and Documentation ("Software Specifications") set forth in the Software Order Form. If City finds that the Software is operating in accordance with Software Specifications, City shall confirm its acceptance of the Software by delivering a User Acceptance Form, attached as **Exhibit F**, to Provider. If the Software is not operating in accordance with the

Software Specifications, Provider shall correct the Software to conform to the Software Specifications. If the Software is not accepted by City after 3 sets of acceptance tests, within 20 days of the first failed acceptance test, or by another deadline in the Statement of Work (whichever occurs earlier) then City may at its option:

(a) set a new deadline by which the Software must operate in accordance with the Software Specifications, always provided that if this deadline is not met City may proceed under (b); or

(b) terminate the Agreement pursuant to the Section entitled “Termination,” whereupon Provider shall immediately refund to City all amounts paid by City under the Agreement.

7. Change Documents.

7.1 Change Documents.

7.1.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Master Maximum Payment or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).³ All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

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

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

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

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

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

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

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

7.1.4 Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

7.1.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Provider with comments regarding a Proposed Change Document, and Provider shall respond to such comments, if any. A Proposed Change Document from Provider will become effective only when executed by an authorized representative of City.

7.1.6 City may propose any changes to the Agreement including, but not limited to, changes that it contends do not involve an increase to the Master Maximum Payment, and Provider shall, in good faith, evaluate such proposed Change Request. If City and Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Provider, pursuant to Code Section 2-1292(d), and City and Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit G**. During the pendency of such dispute, Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

7.2 Suspension of Services. City may, by written notice to Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Provider must, unless the notice requires otherwise: (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

8. Ownership Rights

8.1 Work Product

8.1.1 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 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 Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

8.1.2 If any of the Work Product is determined not to be a work made for hire, 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 Provider has any rights to the Work Product that cannot be assigned to City, Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights.

8.1.3 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.

8.1.4 To the extent exclusive title or complete and exclusive ownership rights in and to any Work Product created by Provider Personnel may not originally vest in City by operation of Applicable Law, Provider shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all right, title and interest in the Work Product.

8.1.5 Without any additional cost to City, Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Provider irrevocably designates City as 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 Provider’s name with the same force and effect as if performed by Provider.

8.2 Third Party Works. Provider shall not use or include any Third Party Works in the Deliverables unless Provider has obtained prior written consent to the use and/or inclusion of such Third Party Works from City. Where City approves use or inclusion of any Third Party Work in the Deliverables, Provider shall whenever possible obtain an assignment to City of all Intellectual Property Rights in such Third Party Works. If it is not possible to obtain an assignment of all Intellectual Property Rights in any Third Party Works, Provider must obtain City’s written confirmation in advance that it is willing to forego an assignment. If City agrees to forego an assignment of all Intellectual Property Rights in any Third Party Works which Provider wishes to include in the Deliverables, Provider shall acquire the right for City to use the Third Party Works for such primary or secondary purposes, and periods (with the right to sublicense). Any failure to obtain the forgoing rights must be notified to City in writing and

specifically agreed to by City. In all cases, City shall have an option to review and approve in advance any license or procurement agreement for the use of any Third Party Works to be included in any Deliverable.

9. Data Protection. To the extent that Provider accesses or processes any Personal Data received from or on behalf of City in the course of provision of the Services, Provider shall at all times:

- (a) act only on the instructions of City;
- (b) not transfer the Personal Data to another Party without City's prior written consent;
- (c) have in place appropriate technical and organizational security measures against unauthorized or unlawful processing, loss, destruction, damage of such Personal Data;
- (d) immediately notify City upon any breach, potential breach, or unauthorized access to Personal Data;
- (e) immediately notify City of any requests for information, complaints, or other communications received from any governmental agency regarding Personal Data; and
- (f) upon City's request, facilitate City's interaction with governmental agencies.

10. Provider's Obligations.

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

10.2 Provider Authorized Representative. Provider designates the Provider Authorized Representative named on page 1 of this Agreement (the "Provider Authorized Representative"), who shall: (a) be a project executive and employee within Provider's organization with the information, authority and resources available to properly coordinate Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Provider; (c) have day-to-day responsibility and authority to address issues relating to the Software and Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

10.3 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Provider's receipt of notice from City that the continued assignment to the City Contract of any Provider Personnel is not in the best interests of City, Provider shall remove such Provider Personnel from City's Contract. Provider will not be required to terminate the employment of such individual. Provider will assume all costs associated with the replacement of any Provider Personnel. In addition, Provider agrees to

remove any Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Provider becomes aware of such misconduct or breach.

10.4 Qualifications. Upon City’s reasonable request, Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Provider Personnel.

10.5 Subcontracting. Unless specifically authorized in this Agreement, Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Provider subcontracts any of the Services (after having first obtained City’s prior written approval, in its sole discretion), 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.

10.6 Key Provider Personnel and Key Subcontractors.

10.6.1 The following Persons are identified by Provider as (“Key Provider Personnel”) under this Agreement:

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

10.6.2 The following Persons are identified by Provider as (“Key Subcontractors”) under this Agreement:

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

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

10.7 Reports. Provider shall provide those periodic reports set forth in the Statement of Work or as otherwise reasonably requested by City from time to time. Provider shall modify the content and format of any reports or provide additional reports as reasonably requested by City from time to time.

10.8 Conflicts of Interest. 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. 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.

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

11. City's Authorized Representative

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

11.2 Inspection. City may perform routine inspections of any work while such work is being performed or is in progress. A representative of City may be on-site during the provision of any Services to perform functions such as safety watch, protection of its electric transmission system, to obtain clearances, knowledge transfer and training, or for any other reason.

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

12. Payment Procedures

12.1 General. All Charges for Services will be calculated in accordance with the relevant Software Order Form or Statement of Work and will be payable in accordance with the payment requirements set forth therein. City will not be obligated to pay Provider any amount in addition to the Charges for Provider's provision of the Services.

12.2 Invoices. Provider shall prepare and submit to City invoices for payment of all Charges in accordance with the Software Order Form or Statement of Work. Each invoice shall be in such detail and in such format as City may reasonably require from time to time. To the extent not set forth in a Statement of Work or Software Order Form, Provider shall invoice City monthly for Services rendered.

12.3 Taxes. Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with its performance of its obligations under this

Agreement. Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Provider is refunded any Tax payments made relating to the Services, Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

12.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Master Maximum Payment for all Software and Services under all Software Order Forms and Statements of Work nor shall City be obligated to pay any amount in excess of the Statement of Work maximum payment or Software Order Form maximum payment.

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

12.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice or (b) discovery of the basis for any such dispute. City and Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Provider of the disputed amount.

12.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Software or Services by City constitutes acceptance of any Software or Services.

12.8 Right to Offset. Notwithstanding any provision of this Agreement to the contrary, City may offset any claims, liquidated or unliquidated, absolute or contingent, that it may have against Provider, arising out of this Agreement, against any monies to which Provider might otherwise be entitled, and no property interest in any such monies (not to exceed an amount that City reasonably determines will cover its claims) will exist in Provider pending the determination and discharge of the claims.

12.9 Payment of Other Persons. Prior to the issuance of final payment from City, Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Provider.

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

13.1 Authority. 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 affect on its business or its ability to perform its obligations under this Agreement. Provider has all necessary power and authority to enter into and perform its obligations under

this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Provider is a party that may restrain or question this Agreement or the provision of Services by Provider is pending or threatened.

13.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

13.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

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

13.5 Intellectual Property Rights. None of the Services or Software utilized by Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Provider in fulfilling its obligations hereunder (including Work Product), shall infringe any third Party's Intellectual Property Rights or privacy, publicity or other rights.

13.6 No Viruses. All Services and Software shall be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, that can disrupt, erase, disable, shut down, or otherwise damage any part of a computer system.

13.7 No Locks, Back Doors etc. The Services and Software do not and will not contain any computer code that would automatically disable the Services, or Software or any hardware or systems, or impair, or enable Provider to impair, in any way the operation thereof based on the elapsing of a period of time, exceeding an authorized number of copies or users, advancements to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," "locking devices," or "drop dead devices") or that would permit Provider to access the Services, or Software or City's systems to cause such disablement or impairment (sometimes referred to as a "trap door" or "back door" device).

13.8 No Open Source Code. The Services and Software shall not include any "open source" code (as defined by the Open Source Initiative) or "Free" code (as defined by the Free Software Foundation) or any similar code (collectively, "Open Source Code") or be created in such a way that such are compiled with or linked to Open Source Code, without City's prior review and approval of the applicable license agreement. Provider further represents and warrants that it shall not include Open Source Code or other similar code in the Services or Software, or create such a way, or for use with any third Party code:

(a) that would impose any requirements on how the Services, Software, or any portion thereof, is distributed, published, licensed or otherwise made available to third Parties;

(b) that would create, or purport to create, obligations for City with respect to the Services or Software;

(c) that would grant, or purport to grant, to any third Party any rights to or immunities under City's Intellectual Property rights in the Services or Software; or

(d) that would have the effect of requiring that the Services, Software, or any portion thereof: (a) be disclosed or distributed in source code form; (b) be licensed for the purpose of making derivative works; (c) be redistributable at no charge; or (d) be licensed under any open source or Free software license or licensing scheme.

13.9 Remedies for Defects. Upon notification from City of a breach of Section, Provider will immediately correct and repair any such breach at no charge to City. If Provider is unable to do so, at City's option, Provider will accept return of the Services and Software and will refund to City all fees paid.

14. Compliance with Laws.

14.1 General. Provider and its subcontractors will perform the Services in compliance with all Applicable Law.

14.2 City's Socio-Economic Programs. 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.

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

15. Confidential Information.

15.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed sensitive security information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the

benefit of any other Person other than in the performance of its obligations under this Agreement.

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

16. Audit and Inspection Rights.

16.1 General.

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

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

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

16.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Provider, Provider shall promptly refund such overpayment and 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 Provider.

16.2 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, 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.

17. General Indemnification by Provider. Provider shall defend, indemnify, and hold harmless City, its agencies and its and their respective officers, directors, employees, advisors and agents, successors and permitted assigns ("City Indemnitees"), from any Losses arising from claims or actions based upon:

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

(b) compensation or benefits of any kind, by or on behalf of Provider Personnel, or any subcontractor, claiming an employment or other relationship with 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 Provider Personnel or subcontractor);

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

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

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

18. Intellectual Property Indemnification by Provider. Provider shall defend, indemnify and hold harmless City Indemnitees, from and against any and all Losses arising from Third Party Claims that the Deliverables or Software or any other item, provided or used under this Agreement by Provider (or any Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Deliverables or Software infringes or misappropriates the Intellectual Property Rights of a third Party. If any Deliverable, Software or other item provided by Provider hereunder is held to constitute, or in Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, 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 Deliverable, Software or other item; (b) replace such Deliverable, Software or other item with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; (c) modify such Deliverable, Software or other item, or have

such Deliverable, Software or other item modified, to make it non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; or (d) create a feasible workaround that would not have any adverse impact on City.

19. Limitation of Liability.

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

19.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "Confidential Information;" or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or sensitive security information, regardless of the manner in which such damages are characterized.

20. Insurance and Bonding Requirements. Provider shall comply with the insurance and bonding requirements set forth on **Appendix B.**

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

22. Termination.

22.1 Termination by City for Cause. City may at its option, by giving written notice to Provider, terminate this Agreement:

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

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

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

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Provider's obligations under this Agreement or is in violation of any City ethics ordinances.

22.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the Section entitled "Termination by City for Cause," 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 any Person for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience."

22.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Provider, if 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, seeks reorganization, or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

22.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Provider waives any claims for damages, including loss of anticipated profits. As Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Provider in its business within thirty (30) days following termination. If requested, Provider shall substantiate such costs with proof satisfactory to City.

22.5 Termination for Lack of Appropriations. If during the Term of this Agreement, legislation establishing a Master Maximum Payment for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Master Maximum Payment has been legislatively authorized.

22.6 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 damages or other remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Provider shall immediately: (a) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (b) inventory, maintain and turn over to City all Services Work Product, licenses, equipment, materials, plant, tools, and property furnished by Provider or provided by City for performance of the terminated Services; (c) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (d) comply with all other reasonable requests from City regarding the terminated Services; and (e) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

22.7 Transfer of Services. To the extent requested by City, in addition and without prejudice to any exit plan set out in any Statement of Work, prior to, upon and for up to three (3) months after termination or expiration of the Agreement, Provider shall, at no cost to City, provide reasonable assistance to City and any authorized third Parties (including any replacement service provider) in assuming performance of the expired or terminated Services so as to ensure their smooth handover and uninterrupted operation. Such assistance may, without limitation, include:

- (a) promptly and fully answering all questions as to the manner in which the Services have been provided for the purpose of allowing City or any new service provider to conduct “due diligence;”
- (b) migration of programs, data and other materials from Provider’s equipment to similar equipment owned by City or a new service provider;
- (c) using all reasonable endeavors to procure that any contracts entered into for the purpose of providing services to City are assigned to City or a new service provider; and
- (d) providing all system passwords (including any root passwords) for all user accounts.

23. Dispute Resolution.

23.1 All disputes under the Contract Documents or concerning the Services shall be resolved under this Section and **Exhibit J**. Both Parties shall continue performing under this

Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement terminates or expires and except to the extent the issue in dispute precludes performance. A dispute over payment will not be deemed to preclude performance by Provider.

23.2 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.

23.3 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.

23.4 Equitable Remedies. Notwithstanding the other provisions, the Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning: **(a)** Confidential Information; **(b)** Intellectual Property Rights; **(c)** Personal Data; or **(d)** other matters for which equitable rights are expressly provided in this Agreement, money damages would be an inadequate remedy and the other would be irreparably harmed. Accordingly, City may seek a preliminary or permanent, mandatory or prohibitory, injunction or such other order of a court of competent jurisdiction.

24. General.

24.1 Division of Agreement. The division of this Agreement into sections, subsections and exhibits, the division of exhibits of this Agreement into sections and subsections, and the insertion of headings in this Agreement are for convenience of reference only and will not affect its construction or interpretation.

24.2 References. Unless otherwise provided to the contrary: **(a)** all references to days, months, quarters or years will be deemed references to calendar days, months, quarters or years, **(b)** any reference to a “Section,” or “Exhibit” will be deemed to refer to a section or of the document containing the reference or an Exhibit to the document containing the reference; **(c)** any reference to a Section or subsection will be deemed to include all subsections and paragraphs of such Section or subsection; and **(d)** any reference to an Applicable Law will be deemed to include any amendment or modification to such Applicable Law and any rules or regulations promulgated thereunder or any Applicable Law enacted in substitution or replacement therefor. Unless the context otherwise requires, as used in this Agreement, all terms used in the singular will be deemed to refer to the plural as well, and vice versa, and each gender will be deemed to refer to and include the other. Whenever the words “include,” “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation.” Whenever the word “or” is used in this Agreement, it will be deemed not to be exclusive. Whenever the term “good faith” is used with respect to a performance obligation of a Party, it will be deemed to mean that such Party will use commercially reasonable efforts on a diligent basis (and the Party may act in its own self-interest). References to “\$” or “dollars” will be deemed a reference to United States dollars unless otherwise specified. Unless otherwise

indicated, all accounting terms, ratios and measurements shall be interpreted or determined in accordance with United States GAAP as in effect on date hereof.

24.3 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: **(a)** when delivered by hand or courier or by overnight delivery with signature receipt required; **(b)** when sent by confirmed facsimile with a copy sent by another means specified in this Section; or **(c)** three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

24.4 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

24.5 Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned by Provider in any manner without the prior written consent of City and any attempt to do so without such written consent shall be void ab initio.

24.6 Publicity. 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 City.

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

24.8 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.

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

24.10 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 including, without limitation, software licenses and warranty obligations shall survive the expiration or termination of this Agreement.

24.11 Independent Providers. Provider is an independent consultant of City and nothing in this Agreement shall be deemed to constitute 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.

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

24.13 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.

24.14 Unauthorized Goods or Services. Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Provider. Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

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

[Signatures on Following Page.]

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

City of Atlanta

[Provider - See following page for signature block options. If the Provider is a Joint Venture, all Joint Venturers should be signatories.]

Mayor

Municipal Clerk (Seal)

Approved:

[Using Agency]

Chief Procurement Officer

Approved as to form:

City Attorney

DRAFT

Signature Block Options for Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

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

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____



Exhibit A

Software Order Form

SOFTWARE ORDER FORM

1. Master Technology Agreement

This Software Order Form is subject to the Master Technology Agreement. Description of Software

[Identify the Software being purchased including name, specifications and functionality and attach any Documentation or reference it specifically.]

2. License Grant

[If different than grant provided in Section 6.1]

3. Restrictions on Use

[If applicable, include information regarding restrictions on use, such as at a particular location, number of users if a seat license]

4. License Fees and Payment Terms

[revise as applicable]

| Table 1 – Software Charges | | | |
|----------------------------|-------------------------|---|------------|
| Quantity | Description of Software | Permitted Number of Concurrent End-Users at Site(s) | Unit Price |
| 1 | | | [\$ _____] |
| 1 | | | [\$ _____] |
| 1 | | | [\$ _____] |
| | Annual Maintenance Fee | | see below |

5. Annual Support and Maintenance

5.1 Scope of Support Services. Provider will provide support and maintenance Services for the most current version of the Software and, upon the issuance of a new release or new version, and at City's request, Provider will also provide support and maintenance services for up to one (1) previous version of the Software for up to one (1) year following such issuance ("Support and Maintenance Services"). If a Software product is discontinued, Provider will continue to provide support and maintenance services for such discontinued Software for up to one (1) year after notice of discontinuation and will reasonably assist City in the procurement of a similar replacement product.

5.2 Provider Support Responsibilities. Provider will provide to City the following as part of the Support and Maintenance Services:

5.2.1 General Support. Unlimited telephone or email support to City's technical support personnel between the hours of [_____].

5.2.2 Software Updates. Any and all Software Updates issued for the Software. The term "Update" will mean: **(a)** any engineering patch, modification or revision intended to correct deficiencies, defects, bugs and errors in the Software, including failures to conform to the Documentation or the terms of this Agreement, or to bring the Software into compliance with Applicable Law and **(b)** any new version or release of the Software which improves existing functions and performance, or which is identified as a mandatory change to the Software. Updates do not include any new version that constitutes a separate product by virtue of substantially different architecture and technical changes to the Software that add new features or functionality and for which Provider imposes a separate charge to its customers.

5.2.3 Error Correction. For each issue or incident related to the Software that City submits for support and maintenance Services, Provider will issue a tracking number and will monitor the resolution of the problem. Within 24 hours of resolution of the issue or incident, Provider will furnish City a root cause analysis of the issue or incident. City will be able to reference any such issue using this tracking number, and Provider will provide City with a monthly reconciliation report containing the status of all pending issues.

5.3 Support Term. The support and maintenance Services will begin upon acceptance of the Software and will continue on an annual basis for each year that City has elected to procure support and maintenance Services. City's failure to pay an invoice for support and maintenance Services within ninety (90) consecutive days after receipt of a proper, undisputed invoice will result in the cancellation of support and maintenance Services related to the unpaid invoice. City may renew the support and maintenance Services at any time following cancellation by paying all sums properly billed and undisputed, which would have been paid, had support and maintenance Services been continually active; provided, however, that such cancellation was not due to Provider's default or non-performance of this Agreement.

5.4 Annual Support and Maintenance Fees. Annual support and maintenance fees are payable by City in the amount specified below in Table 2.

| Table 2 – Annual Support and Maintenance Fees | |
|---|------------------------------------|
| Description of Software | Annual Support and Maintenance Fee |
| | |
| | |
| | |

6. Software Order Form Maximum Payment. The Software Order Form Maximum Payment shall be \$_____. Notwithstanding anything to the contrary in this Software Order Form, the charges pursuant to this Software Order Form shall not exceed, nor shall City be liable for any amounts above, the Software Order Form maximum payment.

7. Acceptance Testing Procedure.

Exhibit B

Statement of Work/Services

FC-8331, Atlanta Streetcar Mobile Ticketing Application

STATEMENT OF SERVICES

OVERVIEW

The building of the modern Atlanta Streetcar represents the first step in the dawning of a new era for transit – one that will begin to transform how we get around in our community. The section that opened for use in December 2014 represents Phase One of a grand vision for the Atlanta Streetcar. In the coming years, additional lines are planned, and project developers intend to expand service to additional neighborhoods and other popular destinations around the city.

Ultimately, the Atlanta Streetcar is destined to become part of a whole new system of local and regional transportation. Phase One offers last mile connectivity to the Peachtree Center for MARTA, the Atlanta BeltLine and other transit options, and additional phases will expand that service even further. The Atlanta Streetcar makes access easier within the city, and it also functions as a metaphorical link between the city’s rich history with rail transportation and its evolution into a robust centerpiece of the New South and 21st century connectivity.

The East-West route serves as Phase One of the Atlanta Streetcar project, connecting the Centennial Olympic Park area to the Martin Luther King Jr. National Historic Site.

- **Route:** The East-West route features 2.7 running track miles with 12 stops.
- **Vehicle:** A modern electric streetcar made by Siemens.
- **Operation:** The system utilizes an overhead power system (single trolley wire) that operates on-street in lanes shared with other traffic.
- **Frequency:** Streetcars run approximately every 10 to 15 minutes, depending on ridership demand and traffic conditions.
- **Hours:** Service operates 7 days a week; Monday through Thursday from 6:00 a.m. to 11:00 p.m., Fridays from 6:00 a.m. to 1:00 a.m., Saturdays from 8:30 a.m. to 1:00 a.m., and Sundays from 9:00 a.m. to 11:00 p.m.
- **Fares:** The Atlanta Streetcar currently uses the same Breeze smart-card technology as MARTA bus and rail service. In this Request for Proposals, the Atlanta Streetcar is seeking proposals for a Mobile Ticketing Application.
- **Benefits:** The Atlanta Streetcar provides a more sustainable and viable alternative to buses with less noise and fewer emissions.
- **Operating Cost:** Operational costs will be covered by fare box revenue, advertising, Atlanta Downtown Improvement District (ADID), Atlanta car rental and hotel motel tax, and federal funds.

GOALS & OBJECTIVES

The City of Atlanta, Department of Public Works – Atlanta Streetcar Program (also referred as “ASC”) is seeking proposals for a Mobile Ticketing Application (collectively, the “MTA”) that will:

- Allow ASC customers to use their smartphone to purchase and use fares, quickly and securely

- Allow ASC to validate, verify and collect all fares, with imbedded safeguards against fraud
- Allow ASC to easily manage and administer the total solution, for all partners, end-users and customers.
- Allow ASC to easily integrate the solution with other Contractors and financial systems

The solution must be “Off-the-Shelf”: with the exception of cosmetic branding, configurations and product setup, the system should not require any new development unless specified by ASC or recommended by the Contractor and agreed upon by ASC.

The objective of this project is to implement a reliable and user friendly MTA by December 31, 2015.

Finally, this solution must be modular and scalable, on each and every aspect of it:

- Modular: each aspect of the solution can be activated independently, in phases
- Scalable: each aspect of the solution can be expanded in size and functionalities to accommodate ASC needs, from a simple to a complete services solution.

I. CUSTOMER APPLICATION

The solution must have a mobile ticketing customer application for use on smart devices by the general public. The mobile ticketing customer application shall meet the following minimum requirements:

A. FARE PRODUCTS / PURCHASE / ACTIVATION / VALIDATION

- Provide an easy, quick, and secure way to purchase, reload, issue, activate, and validate all of ASC’s current (and future) fare products (e.g., one-way, daily pass, weekly pass, monthly pass, and visitor pass).
- Allow customer to easily (or automatically) activate fare products within the MTA given certain parameters defined by and configurable by ASC (which are subject to change from time to time).
- Customer must be able to purchase multiple fare products in advance, store the same on their smart devices and be easily able to select and identify which fare product to use.
- Allow the customer to purchase and use fare product for another individual/account (i.e., Parent purchase for children, etc.).
- Allow the customer to use coupons and redeem loyalty program points.
- Support the sale of transit and non-transit products/fare product from ASC and other transit and non-transit partners, including joint transit/non-transit fare product (i.e., 1 Day Pass + Center for Civil and Human Rights Ticket).
- The fare product sold or reloaded through the MTA shall allow fast visual and electronic validation. The MTA shall contain a variety of security features, which shall be approved in advance by ASC, to prevent fare evasion or fraud.

B. CUSTOMER INTERFACE

- Minimum customer interaction with the MTA shall be required to access the fare product on the customer's smart device and present it for validation.
- Functionality must be available in the MTA that prevents a customer from accidentally or inadvertently purchasing a fare product. Support at least five (5) languages (i.e., English, Spanish and three other languages that will be defined by ASC during the design process).
- The MTA text and graphics must be easily and quickly modified, replaced, or amended solely by ASC (i.e., without Contractor intervention) at any time.
- The MTA must have a dedicated frame where ASC may display messages on a static or dynamic basis. The frame must be easily and quickly modified, replaced or amended solely by ASC (i.e., without Contractor intervention) at any time.

C. PAYMENT

- The MTA should allow for a wide variety of payment methods, including but not limited to; credit, debit, prepaid cards, bank accounts, PayPal, Apple Pay, CurrentC, Google Wallet (and other digital wallets), pre-tax transit benefits, etc. MTA must initially accept credit cards, debit cards and bank accounts (i.e., checking) at a minimum.
- The MTA must be able to process promotion/coupon codes, allowing customer to obtain a discount or special fare product offer by inputting the code at the point of purchase.
- The MTA shall utilize best industry practices to minimize financial transactions costs (i.e., aggregation of small ticket transactions), protect customer's financial data and financial data of ASC and participating Partners.
- The MTA shall be able to issue electronic receipts via electronic mail, text message, instant message, etc. for each purchase.

D. FUNCTIONALITY

- The MTA shall function in both online (i.e., with cellular or Wi-Fi access) and offline modes (no wireless signal) with the exception of those functionalities that need data network communication.
- Allow customers to manage his/her account.
- Allow customers to transfer accounts and fare products (whether or not such fare product has been activated) to a different smart device (i.e., customer bought a new device).
- Ability to have the fare products stored locally in the device (i.e., device based) and/or in a cloud (i.e., Back-office level, account based).
- Plan trips, check schedules and real-time arrival/departure times, display maps, check service, and emergency alerts or other service related information and receive customized messages from ASC.
- The MTA must be able to cross check the handset time settings with the server at the point of purchase or activation. The MTA should automatically check and alert customer support if any person tries to purchase or activate a ticket when their handset is set to a time in the future. The MTA must be configured to take into account time zones.

- All transactions must be stamped and recorded with GPS positioning (when available on the smart device).
- The MTA must accept upgrades made by ASC (or a third party Contractor working on behalf of ASC) without requiring replacement or modification of the MTA.

E. INSTALLATION AND UPDATES

- Easy for the riders to download and install (i.e., one-touch) and available in Google Play, Apple App Store, Microsoft Store and such other future electronic store(s) requested by ASC.
- The MTA must enable the regular release of application updates without having an impact on the customers' stored fare products or data.
- The MTA must be updated to be operational under any new operating system or any new other third party software released during the Terms of the Contract.

F. OTHER REQUIREMENTS

- The MTA shall run on the prevalent supported versions (i.e., the versions supported by the operating systems company) of at least the following operating systems: iOS (Apple) and Android (Google).
- Contractor must adhere to the best practices and standards in the transit technology industry in the design, development, implementation, operation, maintenance, repair, and updating of the MTA.
- The selected Contractor shall be responsible for providing updates and upgrades to the MTA as new updates to the various smart devices (i.e., smartphones or other smart devices used by customers) operating systems are released or as smart device hardware is changed to ensure proper functionality and backward compatibility.

II. MOBILE TICKETING INSPECTOR APPLICATION

- Ability to verify authenticity of tickets through several mechanisms
- Inspector Application should have a wide variety of security features, which are approved in advance by ASC, to prevent electronic validation of expired or fraudulently acquired fare products
- Verify ticket through visual authentication which includes analyzing the following ticket information: Color, Day Code, or Animation Scheme
- Verify ticket by scanning QR codes provided with tickets
- Verify ticket using riders telephone number and reviewing any active and/or recently expired tickets

III. CUSTOMER WEBSITE

As part of the MTA, the Contractor shall provide to the City, an Atlanta Streetcar branded secure website with comprehensive tools to enable customers to perform a variety of functions, including, but not limited to, registration, account lookup, ticket purchases / reloads, manage auto loads (based on time or thresholds), move mobile fare product from/to the smart device and the cloud (customer account), bank card/account registration, view transactions, view purchased fare product, check Loyalty Program status, redeem points, etc. Customers will also be able to receive automatic updates (account status change, executed auto load, purchase confirmation, rider alerts, transit related news, etc.) from the MTA by email and text.

IV. MOBILE TICKETING BACK-OFFICE

A. MANAGEMENT, ADMINISTRATION AND MONITORING TOOL

- ASC must be able to configure an expiration (in Days/Months) for each non-activated fare purchased, to limit differed revenue issues
- ASC must be able to limit the offline use of fares to prevent fraud and abuses
- ASC must be able to easily configure new or existing Fares, their appearance (including the security features), their label, cost, durations, limitations, rights and visibility
- ASC should be able to configure incentives and promotions for their recurrent customers and for special events
- ASC must be able to create Rider Categories (Profiles):
 - Rider Categories grant access to an additional subset of Fares
 - ASC can grant temporarily (with an expiration date) those categories to customers, either one by one in the Customer File (for the Help Desk) or in batch-import (for the Administrator)
 - As soon as those new fare categories are granted, the customer can purchase those new fares on their application
 - When the category expires, the Fares bought can still be used (until they expire) but the customer cannot buy the same fares anymore
 - A customer can be part of several Rider Categories
 - A customer can always buy the General Public fares, available to every customer without restriction
- Provides information and warning about potential fraud/abuse, and automatically prevent any clear fraudulent use
- Provides comprehensive reports on all aspects of the Mobile Fare Collection Statistical Data
- Ability to dump, all or incremental, the Statistical Data (on a recurring schedule), for ASC financial systems
- ASC needs to be able to provide information, promotions (e.g. for new fares) and alerts to all or a subset of customers (depending of the services used, period of day and frequency)

B. PAYMENT PROCESSOR

- Contractor shall interface either its own service provider(s) or ASC's existing acquirer/processor (Wells Fargo Merchant Services) to securely collect, process, and settle all purchase transactions in accordance with all applicable financial industry standards. The Contractor is responsible for the development, testing, and certification of the interface to ASC's existing acquirer/processor.
- Contractor is responsible for building, developing, testing, and certifying an interface, which will interface all transactions to ASC's system of records.
- Contractor is responsible for developing reports to adequately reconcile transactions with deposits, etc.
- It would be preferred by the City to utilize ASC's existing processor, but the system should have the flexibility of accommodating additional processors.
- Final decision on the selection and usage of service provider shall be made at the sole discretion of ASC.

C. CUSTOMER SERVICE TOOLS (CST)

As part of the MTA, the Contractor shall provide comprehensive tools to enable the ASC customer service and sales representatives to address customer requests (load/reload), concerns and issues related to their mobile fare product /passes, application on their smart device and accounts.

The CST tool will support call center and transit store operations and provide the primary interface for customer service staff to access the CRM database and supporting systems.

The Customer Service Tools shall be web based, designed to be flexible, customer friendly, and permit access to all functions and features through a Graphical User Interface (GUI) based on customer identification and authentication settings. These tools will be only available for use by the ASC employees.

Below are the minimum capabilities that the CST shall include:

- Perform all functions outlined in section "CUSTOMER WEBSITE"
- Create, register, view, and modify customer accounts.
- Interface with the current eligibility requirement and classification system to pick up the eligible riders information for authentication with the MTA back-office.
- Search and access to customer accounts
- Addition and modification of payment data associated with a customer account.
- Research account history (purchase of fare products, usage of fare product etc.).
- View/edit all customer records and transactions. Cradle-to-grave tracking of customer service incidents.
- Add, edit, and look up issues/incidents.
- Correct any erroneous charges.
- Delete and refund customers fare product. The system shall provide a supervisory authorization process for refund processing.

- Configure login and password information. Reset customer application pin/password.
- Push fare product out to a customer's phone.
- Clearly see the status of a purchased ticket, including but not limited to: activated/not activated, activation date, expiry, and number of fare products used in a bulk purchase.
- Re-issue purchased fare products, etc.
- Check Customer Loyalty Program status.
- Suspend (hotlist) a customer account should notification be received of the handset being lost or stolen, or reactivate the account in case it is a false alarm.
- Account restitution in case the smart device is reported as lost or stolen.

V. **PROJECT MANGEMENT & DELIVERABLES**

A. PROJECT INITIALIZATION

The Contractor must meet with ASC project management and project stakeholders for project planning including: review of proposed schedule, roles, and responsibilities, conduct complete review of functionality to be delivered, and other project activities.

Here is the list of deliverables and actions expected before the completion of this step:

- Project Organization
- Project Schedule (Draft)
- System Implementation Plan (Draft)
- Risk Management Plan (Draft)
- Compliance/Traceability Matrix

B. PROJECT MANAGEMENT

The project management phase will be continuous throughout the project beginning with the Notice to Proceed through Final Acceptance.

During the whole life of the project, the Contractor shall:

- Be an active partner with ASC in assuring project success.
- Provide a single point of contact for all communication regarding work under this Contract.
- Coordinate all tasks with the designated ASC project manager.
- Communicate regularly with the project manager and any other staff designated to discuss progress, critical risk factors that may affect the project schedule or other success factors, as well as unique issues that may surface.
- Obtain signed ASC acceptance for tasks and deliverables as outlined and agreed upon in the system implementation plan.
- Specify the commitment of ASC's staff resources, which will be required for successful completion of the project.
- Establish and lead the project team to manage the Mobile Ticketing Application project.

Here is the list of recurring actions expected throughout the project:

- Bi-Weekly Project Team Status Meetings with Agenda and Minutes produced
- Bi-Weekly Project Status Report
- Bi-Weekly Project Schedule Update
- Bi-Weekly Action Items/Issues Log Review and Update
- Bi-Weekly Risk Management Plan Review and Update
- Monthly Management Oversight Meeting

C. DESIGN

This step includes all the technical requirements gathering and detailed design, beginning with on-site assessment and discussion with affected ASC departments. It will determine how the hardware (if any) and systems will be installed, application presentation to the customer, and how the solution will be managed in the back end.

The Contractor will work with ASC to develop materials that will provide a basis to help instruct ASC customers in the easiest and most efficient way to use the system to their utmost advantage.

The Contractor will not lead the marketing or customer outreach effort. The development of this plan is intended for the Contractor to provide their recommendations for successful launch of mobile ticketing based on their expertise.

Contractor will be responsible for providing high quality images for use in marketing materials, informational copy explaining how to use the system, and assist with motion graphics and other marketing materials needed to educate and promote the solution. It also includes branding of the applications provided.

Here is the list of deliverables and actions expected before the completion of this step:

- On-site Assessment; documentation of findings
- System Detailed Design
- System Implementation Plan (Final)
- Risk Management Plan (Final)
- Marketing & Customer Outreach Plan
- Application Branding (to have the look and feel of Atlanta Streetcar products)
- Baseline Project Schedule

D. DEVELOPMENT

This step includes the development of all applications as well as installation within a test environment so configuration and testing of the required functionality can be started. The engineering of validation hardware must be completed and a prototype available for testing.

The Contractor must do the initial setup and configuration, to allow testing and any required change (if needed).

The Contractor must prepare and plan the rollout of the system, which includes training all IT, Maintenance, Fare Inspectors, Administrators, and Operational staff who will have a role in the support.

Here is the list of deliverables expected before the completion of this step:

- Mobile Ticketing Application
- Validation API
- Test Environment
- Inspection API
- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Draft)
- Training Plan (Draft)
- Maintenance & Support Responsibility Matrix (Draft)

E. FACTORY TESTING

This step includes the integration and testing by Contractor and ASC to determine that all functionalities required are available and working as desired by ASC.

Testing will not be deemed complete until all functional requirements of the newly implemented Mobile Ticketing Application System have been fully tested and approved by the project team.

The Contractor will provide a Test Procedure document with test scripts for review and acceptance by ASC for all phases with the appropriate updates and/or revisions based on previous phase implementation findings.

Here is the list of deliverables expected before the completion of this step:

- Test Procedure/Plan including use cases; test scripts; acceptance test criteria (Final)
- Test Results, with Test Failure Log & Remediation Plan
- Training Plan (Final)
- Delivery of all Documentation (Draft)
- Maintenance & Support Responsibility Matrix (Final)

F. DEPLOYMENT

Once all the test failures have been corrected to ASC requirements, the Contractor will install the hardware and software in the live environment and conduct training so that all supporting staff are knowledgeable and understand their role in managing the system.

For each different vehicle type, ASC will oversee the initial installation of onboard equipment. After ASC inspection and approval of the first unit of each different vehicle type, the Contractor

will be able to proceed with installation based on the approved methodology. ASC will be performing quality assurance inspections as needed.

Here is the list of deliverables and actions expected before the completion of this step:

- Deployment of all application software systems
- Delivery of all Documentation (Final)
- Integration of Trip Planning System
- Go Live Schedule and Transition Plan
- Training Conducted

G. LIMITED TESTING

ASC will conduct a live test of the solution, with a limited and controlled number of users. This limited testing will last 30 days, during which ASC will report to the Contractor any anomaly witnessed, for investigation.

If new issues are discovered during this month, the Contractor will still have to fix them, under warranty. For minor issues requiring a long fix, ASC and the Contractor can agree to fix them and deploy them after the Revenue Start date.

Here is the list of deliverables and actions expected before the completion of this step:

- Limited Test Results & Test Failure Log
- Remediation Plan

H. REVENUE START

The Contractor needs to monitor the system for the first 30 days of live revenue service, and respond to issues so they are quickly resolved.

The monitoring period can be extended until all issues are fixed, at ASC's request.

Here is the list of deliverables and actions expected before the completion of this step:

- Final Action Items & Issues Log showing all items have been closed.
- Revised (final) copies of all required documentation

I. SYSTEM ACCEPTANCE

The monitoring period ends after final acceptance and signoff by ASC.

Here is the list of deliverables and actions expected before the completion of this step:

- Activation of Warranty & Maintenance processes and services has been completed.

- Lessons Learned Session.

Security Testing Requirements

Prior to final system acceptance, the Mobile Application will need to be tested and evaluated by an independent third party entity, such as ICSA Labs (an independent division of Verizon) to mitigate against potential risks relating to maliciousness, vulnerabilities, reliability & privacy and a copy of certification and/or evaluation report will be provided.

Maliciousness:

- ✓ Is the App malicious?
- ✓ Does it send SMS? Where?
- ✓ Are any of the SMS billable or charged at premiums?
- ✓ Does it make any calls? Where?
- ✓ Are the API's in dynamically linked files?

Vulnerabilities:

- ✓ Are there any known vulnerabilities?
- ✓ What is the App code quality?
- ✓ Is there dead code present?
- ✓ Is there debugged code present?
- ✓ Log Codes Indicated?
- ✓ Are there potential Server side vulnerabilities?
- ✓ Does the App gain the appropriate permissions?
- ✓ Does the App run on Jail-broken/rooted devices?

Reliability:

- ✓ Is the App UI stable?
- ✓ Does it utilize proper network API's?
- ✓ How does the App behave with incorrect commands from UI?
- ✓ What is the display size stability from various device models?

Privacy:

- ✓ Does the App employ cryptography algorithms for privacy & security?
- ✓ Does the App encrypt sensitive data for storage?
- ✓ Does the App encrypt sensitive data for text transmission?
- ✓ Does the App store unique characteristics?
- ✓ Does the App text unique characteristics?

J. WARRANTY

After the System Acceptance, the Contractor must provide a warranty period of one (1) year, during which it will assist ASC, if ASC is unable to troubleshoot any issue. Any bug detected during that period will have to be fixed by the Contractor before the end of the warranty period.

Here is the list of deliverables and actions expected before the end of the warranty period:

- Warranty Period Final Action Items & Issues Log showing all items have been found and closed.
- Revised (final) copies of all required documentation (if affected by the issue fixing).

K. PERIOD OF PERFORMANCE

The initial term of this RFP will be for three (3) years, with one (1) one (1) year renewal option to be exercised at the sole discretion of the City.

Exhibit B.1

COST PROPOSAL

FC-8331, Atlanta Streetcar Mobile Ticketing Application Cost Proposal

| TASK ITEM | DESCRIPTION | UNIT | ESTIMATED UNIT QUANTITY | UNIT COST (hourly rate, excluding mileage) | EXTENDED COST |
|------------------|--|-------------|--------------------------------|--|----------------------|
| 1 | Design, Development & Deployment of Software with one year of support and maintenance of Software Solution | No. | 1 | | |
| 2 | Support and Maintenance of Software Solution 2 nd Year | Year | 1 | | |
| 3 | Support and Maintenance of Software Solution 3 rd Year | Year | 1 | | |
| 4 | Support and Maintenance of Software Solution 4 th Year | Year | 1 | | |
| | Total | N/A | | N/A | \$ |

Total (in words) \$ _____

Exhibit C

Definitions

DEFINITIONS

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

“Applicable Law” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments, including those which specifically relate to: **(a)** the business of City; **(b)** the business of Provider or Provider’s subcontractors; **(c)** the Agreement and the Contract Documents; or **(d)** the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Provider under this Agreement and any Statement of Work or Software Order Form.

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

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

“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: **(a)** all information of a Party to which the other has had or will have access; **(b)** all information of a Third Party, including customers and suppliers; **(c)** 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 **(d)** 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.

“Contract Documents” include this Agreement and the exhibits, appendices and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Deliverables” means the tangible and intangible materials required to be delivered by Provider to City pursuant to this Agreement and any applicable Statement of Work.

“Documentation” means all information, data, descriptive materials, Software source code, technical materials, all approved specifications, Service Level descriptions and details, operational, functional and supervisory reference guides, manuals and all other information, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, provided, used or otherwise available by or from Provider or Provider’s suppliers, in connection with and applicable to the provision, use, operation and support of the Software and Services hereunder.

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

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

“Intellectual Property Rights” shall mean, on a worldwide basis, any and all now known or hereafter rights associated with works of authorship or creation, including: **(a)** rights of copyright, moral rights and mask work rights; **(b)** trademark and trade name rights and similar rights; **(c)** trade secret rights; **(d)** patents and other patent rights; **(e)** other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; **(f)** all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise; and **(g)** all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including any continuations, continuations-in-part, divisional, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued (including, without limitation, the exclusive rights to apply for and maintain all such registrations, renewals and extensions; to sue for all past, present and future infringements or other violations of any rights relating thereto; and to settle and retain proceeds from any such actions).

“Losses” shall mean all losses, liabilities, damages, demands and claims, and all related costs and expenses (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) incurred in connection with, arising from or caused by this Agreement or the performance or failure of performance of any of the obligations or requirements of this Agreement.

“Master Maximum Payment” means the aggregate compensation agreed to by the Parties under the Agreement.

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

“Personal Data” means data which relate to a living individual who can be identified: **(a)** from those data or **(b)** from those data and other information which is in the possession of, or is

likely to come into the possession of Provider, and includes any expression of opinion about the individual and any indication of the intentions of Provider or any other person in respect of the individual.

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

“Requirements” means and refers to any and all documentation, conditions, considerations and other criteria, terms or conditions that Provider has agreed in this Agreement or any Statement of Work to provide or comply with in providing Services and otherwise performing Provider’s obligations specified in this Agreement or any Statement of Work, including all representations, warranties, Service Levels and other specifically identified requirements applicable to a Statement of Work (*e.g.*, functional or operational), as well as all Documentation delivered by Provider as required by a Statement of Work during the course of performing the Services and obligations in accordance with and as contemplated by the specific terms and conditions of this Agreement.

“Service Level” means and refers to the specific level of performance Provider is required to comply with and adhere to in providing the Services in conformity with the Requirements and which meet or exceed the quantitative and qualitative Service Levels, if any, set forth in a Statement of Work.

“Services” includes the services, functions, responsibilities, activities, tasks, Work Product and projects to be performed and developed by Provider as set forth in this Agreement and any Statement of Work or Software Order Form.

“Software” means the software described in any Software Order Form or Statement of Work, including all Updates and Upgrades thereto unless expressly excluded in the applicable Statement of Work, in whatever form or media, including the delivered tangible media upon which any of the foregoing are recorded, stored, transmitted or printed and used to provide the Services. References to Software shall be deemed to include the corresponding Documentation for such Software unless otherwise specifically provided.

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

“Third Party Claim” means any claim, demand, action, cause of action or other proceeding asserted by a Person other than a Party or such Party’s affiliates, whether by legal process or otherwise.

“Third Party Works” means any material created or supplied by a third Party.

“Work Product” means any work product, creation, material, software, computer programs, images, audio, video or other items including all Deliverables and Documentation created by Provider or Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

Exhibit D

Authorizing Legislation

If applicable, legislation will be generated once an award is made.

Exhibit E

City Security Policies

As Applicable

| | | | |
|---|------------------------|------------------------|---|
|  | CITY OF ATLANTA | <i>Control ID</i> | IS-C022007v1 |
| | | <i>Effective Date</i> | 3/22/2007 |
| VENDOR ACCESS POLICY | | <i>Revision Number</i> | 1.1 |
| | | <i>Revision Date</i> | 06/12/2012 |
| | | <i>Approved By</i> | Kasim Reed, Mayor |
| | | <i>POC for Changes</i> | Dirk Stewart, Chief Security Officer |

1. OVERVIEW

This Vendor Access Policy (“Policy”) sets forth the policies and guidelines to be followed at all times to minimize the security risks associated with access to the City of Atlanta’s Electronic Communications Resources by an external individual or entity.

The City of Atlanta employs the use of Electronic Communications Resources to facilitate and support its daily business operations. The City of Atlanta recognizes that Vendors often play an important role in supporting City business operations and require various levels of access privilege to the City of Atlanta’s Electronic Communications Resources to fulfill their job responsibilities. In order to protect these resources, adequate limits and controls must be established and maintained to regulate the availability of data that can be accessed, viewed, copied, modified, or controlled by Vendors.

2. PURPOSE

The objective of this Policy is to establish policies for Vendor access to the City of Atlanta’s Electronic Communications Resources and support services; provide appropriate guidance regarding Vendor responsibilities; and the security and protection of City equipment and information.

3. SCOPE

This Policy applies to all Vendors who require access at any time to Electronic Communications Resources owned or managed by the City of Atlanta.

4. RELATION TO LAWS AND OTHER POLICIES

The use and access of Electronic Communications Resources is subject to federal, state, and local laws. This Policy should be closely reviewed in conjunction with the City of Atlanta Electronic Communications Resources Policy.

5. DEFINITIONS

The following relevant terms are related to Electronic Communications Resources access, operation and security:

Authorized User

Any person who uses the Electronic Communication Resources with proper authority. The term includes employees of The City of Atlanta who have completed the required prerequisites for use and persons who are not employees and have been properly authorized to use the Electronic Communication Resources.

Electronic Communications

Any communications transmitted electronically via the use of the Electronic Communications Resources.

Electronic Communications Resources

All information processing and communications facilities, including computers, facsimile machines, telephones, cellular telephones, wireless email devices, PDA's, pagers, copiers, software, on line accounts, email facilities, facilities for Internet/Intranet, Extranet access, storage media, network accounts, computer and email and instant messaging files and messages and related equipment and documentation employed or stored by the City of Atlanta; and all such information processing and communications facilities employed in the City of Atlanta's business that are connected to or able to be connected to its facilities from locations outside of the City of Atlanta's premises, including personal information processing and communications equipment and software owned or leased by City of Atlanta.

Vendor

All non-employee individuals and entities, including but not limited to service providers, independent contractors, consultants, sales representatives, and guests of the City of Atlanta who require access to the City of Atlanta Electronic Communications Resources.

6. CONFIDENTIALITY

All Vendors granted authorization to utilize City of Atlanta Electronic Communications Resources shall maintain the confidentiality of all information accessed, viewed, or copied during the course of their access privileges unless otherwise provided by law.

If there is any question regarding the appropriateness of disclosing or retaining information, Vendors shall consult with the Office of Information Security (INFOSEC).

7. IDENTIFICATION BADGE REQUIREMENTS

All Vendors granted authorization to utilize City of Atlanta Electronic Communications Resources shall obtain a temporary identification badge prior to accessing any Electronic Communications Resources located on the premises of any City of Atlanta property.

Vendors must visibly display the temporary identification badges at all times while on city property.

All temporary identification badges must be immediately returned to the Office of Information Security (INFOSEC) upon completion of the authorized access privilege utilization period or upon termination of a service agreement relationship with the City.

8. USAGE RULES

The City of Atlanta owns, leases or has the right to specify the use of all Electronic Communications Resources.

Prior to obtaining authorization to access any Electronic Communications resources, all Vendors shall submit a written request to the Office of Information Security (INFOSEC) for access authorization including the following:

- Name;
- Company;
- Address;
- Telephone Number;
- Nature and Scope of Access Request;
- Access Utilization Period;
- Description and Type of Non-City Equipment to be connected to any Electronic Communications Resources;
- Description and Type of Non-City Installed Software to be utilized with any Electronic Communications Resources;
- List of individuals, if more than one, requiring access;
- Certification that a Criminal Background Check has been conducted on all individuals requesting access to any sensitive information or equipment;
- Completed Authorized User Acknowledgement and Signature Sheet for Vendor Access Policy;
- Completed Authorized User Acknowledgement and Signature Sheet for Electronic Communications Resources Policy; and
- Acknowledgement that any changes to the submitted information will be updated within 24 hours.

Vendors are eligible to use the Electronic Communications Resources with proper written authorization from a department head and with the written approval of the Office of Information Security (INFOSEC).

Any Vendor given access to the City of Atlanta's equipment, internet and email resources will be considered an Authorized User and subject to the same policies as employees and must undergo the same training as specified in the City of Atlanta Electronic Communications Resources Policy.

Upon approval authorizing a Vendor to access the requested City of Atlanta Electronic Communications Resources, the Office of Information Security (INFOSEC) will provide every Vendor with a designated City of Atlanta point of contact to ensure compliance with this Policy.

Vendor access as an Authorized User must be uniquely identifiable and subject to recordation. At a minimum, all Vendor access occurrences must be entered into a log and readily available to the Office of Information Security (INFOSEC) or designated City personnel upon request. Logs must include, but are not limited to, occurrences such as Vendor access times and dates, personnel changes, password changes, project milestones, and business deliverables.

Vendors are prohibited from copying City of Atlanta Information onto their personal computers or devices without prior, written approval from the Office of Information Security (INFOSEC) or designated City personnel.

All software that the Vendor uses to provide service to the City of Atlanta must be properly inventoried and licensed.

No City of Atlanta licensed software shall be installed on Vendor's non-city computer equipment.

Vendor must follow all applicable City of Atlanta change control processes, procedures and policies.

All Vendor maintenance equipment on the City of Atlanta network that connect to the outside world via the network, telephone line, or leased line, and all City Information Resource Vendor Accounts will remain disabled except when in use for authorized maintenance.

Vendors shall comply with all federal, state, and local auditing requirements, including available access to the Vendor's work product and records.

Vendors shall not access any Electronic Communications Resources outside the nature and scope of its original approved access request without approval from the Office of Information Security (INFOSEC).

Designated City of Atlanta personnel must identify, clear, accompany and supervise any Vendor who requires access to any City of Atlanta data centers, wiring closets, or protected areas.

9. CONNECTION OF NON-CITY EQUIPMENT

Vendors are prohibited from connecting any non-city equipment, including but not limited to personal computers, notebooks, tablet PCs, hand-held computers, PDA's, or servers to the City of Atlanta network without express written authorization from the Office of Information Security (INFOSEC).

Vendor's non-city computer equipment that is authorized to connect to the City of Atlanta network must meet the following minimum requirements:

- Must have anti-virus software installed and running on the computer at all times.
- Must have the latest anti-virus signatures running on the computer at all times.
- Must have the latest service pack and security patches applied on the computer.
- Must be added to the domain.
- Must have the Domain Admin group added to local Administrator group.
- Local Administrator password must meet the requirements of the City of Atlanta Electronic Communications Resources Policy.
- Must disable personal firewall while on the City of Atlanta network.
- Must encrypt any City sensitive information contained on the computer with City approved standard encryption software.

Vendors are prohibited from connecting and using personal portable devices including but not limited to, storage devices (i.e., jump drives, portable drives, etc.), wireless/wired routers, switches, hubs, access points, network appliances, or any device capable of receiving, storing, managing, transmitting electronic data, receiving email, or browsing Web sites on the City of Atlanta network without express written authorization from the Office of Information Security (INFOSEC).

10. SERVER DEPLOYMENT

All production, development, or test servers installed on the City of Atlanta network by a Vendor must meet Department of Information Technology (DIT) Server Configuration Standards (as defined in Exhibit A), as well as the following minimum requirements:

- Must have anti-virus software installed and running on the server at all times.
- Must have the latest anti-virus signatures running on the server at all times.
- Must have the latest service pack and security patches applied on the server.
- Must be added to the domain.
- Must have the Domain Admin group added to local Administrator group.
- Local Administrator password must meet the requirements of the City of Atlanta Electronic Communications Resources Policy.
- Application Service accounts must meet the requirements of the City of Atlanta Electronic Communications Resources Policy.

11. REMOTE ACCESS/VPN

Vendors are prohibited from accessing City of Atlanta Electronic Communications Resources remotely without express written authorization from the Office of Information Security (INFOSEC).

Vendor remote access level must be clearly stated, identifiable, logged, auditable, and limited only to the authorized systems in which the Vendor must have access in order to perform its assignments.

Vendor remote access time (logon hours) must be clearly stated, logged, and auditable.

Vendor network/VPN accounts must be disabled immediately upon completion of the authorized access privilege utilization period or upon termination of a service agreement relationship with the City.

Vendor's activities on the network must be entered into a log and available to City personnel upon request. Logs must include, but are not limited to, connection times, disconnection times, systems accessed, files accessed, tasks performed, or any other activities performed while on the network.

Vendors are prohibited from remotely installing, configuring, or modifying systems or applications on the City of Atlanta network without express written authorization from the Office of Information Security (INFOSEC).

Installing Telnet, FTP, or SMTP services is prohibited on any servers and workstations on the City of Atlanta network.

12. REPORTING, VIOLATIONS AND ENFORCEMENT

Vendors have a duty to report all resources problems, security incidents, suspected and known violations of this Policy or the Electronic Communications Resources Policy to the Office of Information Security (INFOSEC) within 48 hours so that prompt remedial action may be taken. This obligation includes reporting of any suspected malicious code.

13. UNAUTHORIZED USERS

Any use of the Electronic Communications Resources or Facilities by any person who is not an Authorized User is strictly prohibited. Any such unauthorized use will be referred to appropriate governmental authorities for action and will be prosecuted vigorously by the City of Atlanta.

[See Exhibit A - Server Configuration Standards]

EFFECTIVE DATE: March 22, 2007

AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE

I hereby acknowledge that I have received a copy of the City of Atlanta Vendor Access Policy (“Policy”), dated as of _____; that I have read the Policy; that I understand the Policy; and that I am bound by and will abide by the Policy’s requirements and any applicable supplements and any additional or amended policies and procedures issued from time to time.

I further acknowledge that I understand that any violation of this Policy may subject me or my company to immediate termination of the authorized access privilege utilization period, service agreement relationship with the City, or possible civil and criminal penalties.

Name of Authorized User (Print)

Title

Company

Signature of Authorized User

Date

Exhibit F

User Acceptance Form

USER ACCEPTANCE FORM

| | | |
|--|--|--|
| <p>City of Atlanta</p> |  <p>User Acceptance</p> | |
| <p>Project Name:</p> <p>Fund Account Center:</p> | <p>Date:</p> | |
| | | |

Description of Work Completed

DRAFT

Approval Signature _____

_____ Date

Print Name _____

_____ Print Title

Exhibit G

Dispute Resolution Procedures

DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

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

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

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

Appendix A

Office of Contract Compliance Requirements



CITY OF ATLANTA

Kasim Reed
Mayor

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

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

June 30, 2015

RE: Project No.: 8331, Atlanta Streetcar Mobile Ticketing Application

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 54- Other Scientific and Technical Consulting Services" from the browse-able drop down field.

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

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

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CITY OF ATLANTA
SMALL BUSINESS ENTERPRISE
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta SBE or other acceptable certification number, and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts During Bid Process

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

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBE1.
2. Outreach Efforts Documentation. Each Bidder shall submit with her/his Bid written documentation demonstrating the Bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, certification number of each business, and any other information requested by the Office of Contract Compliance. In order for the Office of Contract Compliance to officially consider a firm to be an SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

First Source Jobs Program Policy Statement

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

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

Small Business Enterprise Goals for this Project

Project No.: FC-8331, Atlanta Streetcar Mobile Ticketing Application

The Small Business Enterprise goals for the trade categories listed in this project are:

35.00% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Program Reminders

1. Subcontractor Certification. It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUB Zone firm.
2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

FORM SBE-1

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

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

- 1.
- 2.
- 3.
- 4.
- 5.

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

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

Company Representative: _____

Phone Number: _____

FORM 4

First Source Jobs Agreement

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

This _____ day of _____, 201__.

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

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

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

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

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

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

Contractor

FORM 5

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Appendix B

Insurance and Bonding Requirements

APPENDIX B
INSURANCE REQUIREMENTS
FC-8331, Mobile App Development

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

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

coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

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

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

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

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

11. Task Order

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

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$500,000 each accident**
Bodily Injury by Accident/Disease **\$500,000 each employee**
Bodily Injury by Accident/Disease **\$500,000 policy limit**

C. Commercial General Liability Insurance

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

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

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

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

E. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this contract. The Bond shall be in an amount not less than 100% of the total value of the contract and shall be specifically endorsed to cover loss under this contract and shall name the City of Atlanta as Loss Payee.

F. Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than **\$1,000,000**, covering at a minimum:

- Damages arising from a failure of computer security, or a wrongful release of private information
- Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident

A copy of the endorsement naming the City of Atlanta as an Additional Insured must be submitted along with the certificate of insurance.

Appendix C

Additional Contract Documents

Required Federal Clauses

REQUIRED FEDERAL CLAUSES

DRUG AND ALCOHOL POLICY

The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which required the establishment of drug-free workplace policies and the reporting of certain drug-related offences to the FTA. CITY OF ATLANTA maintains compliance with this Act and all personnel conducting business on CITY OF ATLANTA property are subject to CITY OF ATLANTA's drug-free workplace policy guidelines.

NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD

(1) Civil Fraud. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make, or causes to be made, pertaining the underlying Contract or the FTA assigned project for which this Contract work is being performed. In addition to other penalties that may apply, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the City under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law on the Contractor to the extent the Federal Government deems appropriate.

REQUIRED FEDERAL CLAUSES

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SUSPENSION AND DEBARMENT

(1) This Contract is a covered transaction for purposes of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180. As such, the Contractor agrees to provide a debarment and suspension certification containing information about the debarment and suspension status of itself and its principals. The Contractor agrees that it shall refrain from entering into any contract of any amount to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractors, seeking a contract exceeding \$25,000. Contractor agrees to and assures its subcontractors, and other participant at any tier of the underlying Contract will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any agreement or other arrangement in connection with the underlying Contract.

(2) The certification is a material representation of fact upon which reliance will be placed when this transaction is entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment. The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

ENERGY CONSERVATION

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any maintenance facility constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

REQUIRED FEDERAL CLAUSES

LOBBYING

The Contractor agrees to comply with the requirements of 31 U.S.C. § 1352(a), the Byrd Anti Lobbying Amendment, which prohibits the use of Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement. The Contractor shall file the certification required by U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. 8 1352. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any public agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U. S. C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U. S. C. 1352. Such disclosures are forwarded from tier to tier up to the CITY OF ATLANTA.

SUSPENSION OF WORK DURING ALERTS ISSUED BY HOMELAND SECURITY ADVISORY SYSTEM

- A. When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert is issued publically or otherwise, the CITY OF ATLANTA shall have the right to suspend or delay completion of work under this Contract and take additional action as the CITY OF ATLANTA deems necessary to secure the CITY OF ATLANTA's facilities as follows:
- B.
 1. Elevated Threat Alert:
the CITY OF ATLANTA shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Supplier's personnel and equipment entering work areas until such alert expires.
 2. Imminent Threat Alert:
the CITY OF ATLANTA shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires.
- C. The CITY OF ATLANTA shall provide notice to the Supplier, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of the Supplier.

To facilitate the provision of such notice, the Supplier is required to provide the Program Manager with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which

REQUIRED FEDERAL CLAUSES

such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Supplier that work shall be delayed or suspended in accordance with this paragraph.

Any delay or suspension of work required under this paragraph shall not entitle the Supplier to any claims for additional compensation under this contract.

- D. Should the Federal Transit Administration (FTA) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the CITY OF ATLANTA for the suspension of work which differ from those set forth herein, this Contract shall be modified by written agreement of the parties to reflect such changes.

TERMINATION FOR CONVENIENCE

In the event that the CITY OF ATLANTA determines that this Contract is no longer in its best interest for any reason, including but not limited to the withdrawal or otherwise unavailability of financial assistance expected to be provided by the FTA (U.S. DOT), The CITY OF ATLANTA may terminate this Contract, in whole or in part, without any liability whatsoever upon the CITY OF ATLANTA, by giving thirty (30) days written notice of its election to do so. If the Contract is terminated by the CITY OF ATLANTA, Contractor will only be paid for the Contract price for goods, equipment and supplies delivered and accepted on or before the effective date of the termination.

ACCESS TO THIRD PARTY CONTRACT RECORDS

(1) The Contractor agrees to maintain all book, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain such records until the City, the FTA Administrator, the Comptroller General, or any of the duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. During the course of this Contract and for three (3) years thereafter from the date of transmission of the final expenditure report, the Contractor agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the this Contract as the Federal Government may require, and;

(2) the Contractor agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to this Contract, as required by 49 U.S.C. § 5325(g).

REQUIRED FEDERAL CLAUSES

CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FTA TERMS

All contractual provisions required by U. S. DOT or FTA, as set forth in FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City's requests, which would cause the City to be in violation of the FTA terms and conditions.

CIVIL RIGHTS

The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. DOT regulations, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agree that it will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or disability.

In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL.) regulations "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order- No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal

REQUIRED FEDERAL CLAUSES

Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 1 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (US. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may Issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include the requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FLY AMERICA

To the extent applicable, the Contractor agrees to comply with Section 5 of the international Air Transportation Fair- Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S-Government-financed international air travel and transportation of their personal effects and, to the extent such

REQUIRED FEDERAL CLAUSES

service is available, unless travel by Foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a **U.S.** flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Further, the Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION

The City of Atlanta agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly, it agrees that:

a. Notification to FTA. City of Atlanta will notify the FTA Chief Counsel or Regional Counsel immediately of any current or prospective legal matter:

(1) Such as:

- (a) A major dispute,
- (b) A breach,
- (c) A default,
- (d) Litigation, or
- (e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason,

(2) That may affect the Federal Government's:

- (a) Interests in the Project, or
- (b) Administration or enforcement of Federal laws or regulations.

b. Federal Interest in Recovery.

(1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project.

(2) Liquidated Damages. However, the City of Atlanta may return all liquidated damages it receives to **its** Project Account rather than return the Federal share of those liquidated damages to the Federal Government.

c. Enforcement. The City of Atlanta will pursue its legal rights and remedies available under any third party agreement or available under Federal, State, or local laws or regulations.

d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Atlanta.

REQUIRED FEDERAL CLAUSES

e. Alternative Dispute Resolution. FTA encourages the City of Atlanta to use alternative dispute resolution procedures, as may be appropriate.

AIR QUALITY

The Contractor will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal directives, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Contractor agrees that:

(1) Public Transportation Operators. It will comply with:

(a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85,

(b) U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86, and

(c) U.S. EPA regulations "Fuel Economy OF Motor Vehicles," 40 C.F.R. Part 600, and any revisions to these regulations.

(2) State Implementation Plans. It will support State Implementation Plans (SIP) by:

(a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,

(b) Assuring that any Project identified as a Transportation Control Measure in its State's SIP will be wholly consistent with the design concept and scope of the Project described in the SIP,

(c) Complying with:

1 Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), 2 U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans" 40 C.F.R.P art 93, Subpart A, and 3 Other Federal conformity regulations that may be promulgated at a later date.

(3) Violating Facilities. It will:

(a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. 4 7414, and

(b) Facilitate compliance with Executive Order No. 1 1738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

Required Federal Certifications

ATTACHMENT A

CERTIFICATION OF PRIMARY PARTICIPANT

REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (potential contractor for a major third party contract), _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., Sections 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

ATTACHMENT B

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential sub-contractor under a major third party contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C., Sections 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a member of the Board of Directors, officer, or employee of the Metropolitan Atlanta Rapid Transit Authority, or any elected, appointed, or employed official or employee of the State of Georgia, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, or the amendment or modification of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Board of Directors, officer, or employee of the Metropolitan Atlanta Rapid Transit Authority, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of \$100,000 or more and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____

Title: _____ Telephone No.: _____

Firm or Corporate Name: _____

Address: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

| | | |
|---|---|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____ |
|---|---|---|

| | |
|--|--|
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee tier _____, if known: Congressional District, if known _____ | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____ |
|--|--|

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|---|--|
| 5. Federal Department/Agency: _____ | 7. Federal Program Name/Description: _____ CFDA Number if applicable: _____ |
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|---|--|
| 8. Federal Action Number, if known: _____ | 9. Award Amount, if known: _____ |
|---|--|

| | |
|--|---|
| 10. a. Name and address of Lobbying Entity (if individual, last name, first name, MI): _____ (Attach Continuation Sheet(s) SF-LLL-A, if necessary) | b. Individuals Performing Services (including address if different from No. 10a) _____ (Attach Continuation Sheet(s) SF-LLL-A, if necessary) |
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| | |
|---|---|
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____ |
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| | |
|---|--|
| 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | |
|---|--|

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| 14. Brief Description of Services Performed or to be Performed and Date(s) of service, including officer(s), employee(s), or Members contacted, for Payment Indicated in Item 11: * <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p> |
|---|

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|--|
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|

| | |
|---|---|
| 16. Information requested through this form is authorized by Title 31 U.S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ |
|---|---|

| | |
|-------------------|--|
| Federal Use Only: | Authorized for Local Reproduction Standard Form-LLL |
|-------------------|--|

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal Action, or a material change to a previous filing, pursuant to the fide 31 U. S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, suite and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loan, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulated amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es) that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services tendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying officer shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Page _____ of _____

Reporting
Entity: _____