

**CITY OF ATLANTA**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS**

**FC-8316**

**FLIGHT TRACKING SYSTEM AT HARTSFIELD-JACKSON ATLANTA  
INTERNATIONAL AIRPORT**



**MIGUEL SOUTHWELL  
AVIATION GENERAL MANAGER  
DEPARTMENT OF AVIATION**

**ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP,  
CIPC, CISCC, CIGPM  
CHIEF PROCUREMENT OFFICER  
DEPARTMENT OF PROCUREMENT**

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

---

**D I R E C T I O N S**

**From Downtown Atlanta:**

- Take I-75/I-85 South
- Continue on I-75 at the I-75/I-85 Split
- Exit 238B – I-285 West
- Stay in right lane and follow signs for Loop Road
- Bypassing exit for I-285 West, continue on Loop Road through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From East Atlanta:**

- Take I-285 South
- Get off I-285 at the I-75 exit
- Follow signs to I-285 West / Clark Howell Hwy / Loop Road
- Exit at Loop Road
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From South of Atlanta: (I-75)**

- Take I-75 North
- Exit 238B - I-285 West
- Keep to the right and exit at Clark Howell Hwy / Loop Road
- Follow signs for Loop Road, go through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From Southwest of Atlanta: (I-85)**

- I-85 North
- Exit 68 - I-285 Bypass, follow to I-285 East
- Exit 59 - Loop Road / Clark Howell Hwy /Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From West of Atlanta:**

- From I-20, take I-285 South
- Exit 59 – Loop Road / Clark Howell Hwy /Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From the Airport:**

- Take Airport Blvd toward I-85 North, stay in the right lane
- Exit Right onto North Inner Loop Road
- Continue on N Inner Loop Road, crossing over Aviation Blvd, and road then becomes South Inner Loop Road
- Stay on S Inner Loop Road until you see the “Road Closed” signs
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,  
CIPC, CISCC, CIGPM  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

September 3, 2015

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a proposal for Project Number: **FC-8316, Flight Tracking System (FTS) at Hartsfield-Jackson Atlanta International Airport ("Airport")**. This solicitation will require the successful Proponent to assist with maintenance, upgrades, and incidental tasks pertaining to the Flight Tracking System ("FTS") as assigned by the Department of Aviation, Bureau of Planning and Development at Hartsfield-Jackson Atlanta International Airport.

A **Pre-Proposal Conference** will be held on **Tuesday, September 15, 2015, at 10:00 A.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the City's procurement process and to address questions and concerns. There will be representatives from the City's Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged by each firm desiring to submit a proposal.

The last date to submit questions will be **Friday, September 18, 2015, at 5:00 P.M.** Questions may be sent to **Mr. Sherif Yassin, Contracting Officer**, via email at [syassin@atlantaga.gov](mailto:syassin@atlantaga.gov), or facsimile at 404-658-7705. Timely questions received will be responded to in writing in the form of an addendum.

Your response to this Request for Proposal ("RFP") must be received by the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, October 14, 2015**. Any proposals received after this time will not be considered and will be rejected and returned.

Follow us on Twitter @ATLProcurement and Facebook @ City of Atlanta Department of Procurement



**Request for Proposal**  
**FC-8316, Flight Tracking System at Hartsfield-Jackson Atlanta**  
**International Airport**  
September 3, 2015  
Page 2

The names of submitted Proponents will be publicly read at 2:00 P.M. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, Georgia 30303.

If you have any questions regarding this project, please contact **Mr. Sherif Yassin, Contracting Officer**, at 404-330-6698, or by email at [syassin@atlantaga.gov](mailto:syassin@atlantaga.gov). The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals or bids when it is for good cause and in the best interest of the City.

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

Sincerely,



Adam L. Smith

ALS:ssy



# TABLE OF CONTENTS

**REQUEST FOR PROPOSAL**  
**PROJECT NUMBER FC-8316**  
**FLIGHT TRACKING SYSTEM AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL**  
**AIRPORT**  
**TABLE OF CONTENTS**

**1. PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS**

**2. PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS**

**3. PART 3: EVALUATION OF PROPOSALS**

**4. PART 4: SUBMITTAL FORMS**

Form 1:	Illegal Immigration Reform and Enforcement Act Forms
Form 2:	Contractor Disclosure Form
Form 3:	Non-Applicable for this RFP
Form 4:	Proponent Financial Disclosure Form
Form 5:	Acknowledgement of Insurance and Bonding Requirements
Form 6:	Non-Applicable for this RFP
Form 7:	Acknowledgement of Addenda
Form 8:	Respondent Contact Directory
Form 9:	Referral List
Form 10:	Proposal Bond

**5. PART 5: FORM OF SERVICES AGREEMENT**

Exhibit A	Scope of Services
Exhibit A.1	Compensation
Exhibit A.2	Cost Proposal
Exhibit B	City Council Resolution
Exhibit C	Definitions
Exhibit D	Insurance and Bonding Requirements

Exhibit D.1	Performance Bond
Exhibit D.2	Payment Bond
Exhibit E	Dispute Resolution Procedures
Exhibit F	Airport Access, Security and Safety Measures
Appendix A	Office of Contract Compliance Requirements
Appendix B	Illegal Immigration Reform and Enforcement Act Affidavits

# **PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS**

## **Part 1; Information and Instructions to Proponents**

This Request for Proposals (“RFP”) is being solicited by the City of Atlanta (“City”) on behalf of the Department of Aviation (“DOA”) from qualified Proponents (“Proponents”) and seeks to procure the Services (as hereinafter defined):

**1. Services Being Procured:** DOA seeks to procure the following services (“Services”):

Flight Tracking System Services (“FTS”) for the DOA, Bureau of Planning and Development (P&D). The Service Provider will assist with maintenance, upgrades, and incidental tasks pertaining to the FTS. The initial term of this RFP will be for three (3) years, with one (1) two (2) year renewal option to be exercised at the sole discretion of the City.

A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Scope of Services attached to the Services Agreement (“Services Agreement”); **Services Agreement No. 8316 – Flight Tracking System (FTS) at Hartsfield-Jackson Atlanta International Airport**, included in this RFP at Part 5.<sup>1</sup>

**2. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances (“Code”), including its Procurement and Real Estate Code. The particular method of source selection for the Services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and City Charter, which laws are incorporated into this RFP by reference.

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

**3. Minimum Qualifications:** To be eligible to participate in the RFP, each Proponent must meet the following minimum qualifications:

3.1. Each Proponent team member and proponent key personnel shall have a minimum of five (5) years’ experience in maintenance, upgrades, and incidental tasks pertaining to the FTS services.

---

<sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

- 3.2. Proponent desiring consideration for this project must have a United States based office that provides technical support.
  - 3.3. Proponents must be able to demonstrate successful experience providing similar services to other U.S. medium or large hub airports.
  - 3.4. Each Proponent must submit with its proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Proponent to form a Services Agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in the City's Code of Ordinances and other Applicable Law.
5. **Proposal Guarantee:**
  - 5.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of \$50,000 utilizing Form 10; Proposal Bond in Part 4 of this RFP. At the option of the Proponent, the Proposal Guarantee may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Exhibit D – Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
  - 5.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award. City will retain the Proposal Guarantee as liquidated damages and not as a penalty
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., (as verified by the Bureau of National Standards) on **Wednesday, October 14, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.
7. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, September 15, 2015, at 10:00 A.M.**, at Technical Support Campus, 1255 South Loop Road, College Park, GA 30337. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Mr. Sherif Yassin**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail **syassin@atlantaga.gov**, on or before **Friday, September 18, 2015**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at [www.atlantaga.gov](http://www.atlantaga.gov) and its Department of Procurement's Plan Room, which is open during posted business hours, Suite 1900, 1<sup>st</sup> 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 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. **Insurance and Bonding Requirements:** The Insurance and Bonding requirements for any Services Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D: Insurance and Bonding Requirements** attached to the Services Agreement included in this RFP.
11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A: Office of Contract Compliance Submittals**, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 4: Proponent Financial Disclosure Form** 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 an Insurance Certificate of Accord and Endorsement, if a Services Agreement is awarded, the City will review the information included in **Exhibit D: Insurance and Bonding Requirements**. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) indicating that the financial capacity of the Proponent is such that the insurer(s) is/are willing to issue insurance for the Proponent if a

Services Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Services Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty Services 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 a Services Agreement is awarded to it.

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

14. **Examination of Proposal Documents:**

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

- 14.2. Each Proponent shall promptly notify the City on or before 5:00 p.m., **Friday, September 18, 2015**, in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the RFP, or should the City's intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from the City.

- 14.3. The City may in accordance with Applicable Law, by addendum, modify any provision or part of this 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.

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

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

16. **Award of Services Agreement; Execution:** If the City awards a Services Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent a Services Agreement for execution substantially in the form included in this RFP.
  
17. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to 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 Service Provider Affidavit, set forth in **Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted on the top of Volume 1 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 Service Provider 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 Service Provider Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Service Provider Affidavit precedes the Affidavit at **Part 4: Form 1**.
  
18. **Gratuities and Kickbacks.** In accordance with the City of Atlanta’s Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a sub-Service Provider under a contract to the prime Service Provider or higher tier sub-Service Provider or any person associated therewith as an inducement for the award of a subcontract or order.

19. **Fraud and Misrepresentation.** Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider's employees report to perform the services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.
20. **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.]."
21. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on **Form 4**, are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Service Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

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

# **PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS**

## **Part 2; Contents of Proposals/Required Submittals**

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of three (3) separate Volumes:
  - 1.1. Volume 1: Information drafted and submitted by Proponent;
  - 1.2. Volume 2: Information required by a Proponent on forms provided by the City; and
  - 1.3. Volume 3: Cost Proposal.
  
2. **Volume 1:** The information drafted and submitted by Proponent in response to this RFP, which must be set forth in and include each of the following parts:
  - 2.1. **Executive Summary.**
    - 2.1.1. **Cover Letter:** The cover letter 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 include a narrative statement of the Proponent's approach to providing the services solicited in this RFP.
  
    - 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:
      - 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;
  
      - 2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team

was formed and how the team will function as an integrated unit in providing services to the City; and

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

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

- 3.2.1 Providing the Proponent's Management Organizational Chart both graphically and in narrative format. The organizational chart and narrative should provide a description of the Proponents' views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel to that of the Principal-in-Charge and other key members of the management team.
- 3.2.2 Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 3.2.3 Providing the names of proposed candidates for each major function on the organizational chart.
- 3.2.4 Proximity to Hartsfield-Jackson Atlanta International Airport: Describe the Proponent team's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other consultants. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list Proponent geographical location of the office that will be primarily responsible for assigned projects and where the work will be accomplished. Local/metro area for all services is most desired.

**2.3. Firms Overall Experience, Qualifications and Performance of the Prime Firm and Sub-contractors.**

- 2.3.1. Describe the Proponent's experience and qualifications in flight tracking services as described in the Scope of Services. Proponent must provide a narrative description of three (3) projects demonstrating capability and qualifications in all

areas identified below and each project should encompass a combination of several of the areas of expertise:

2.3.1.1. Experience in near real-time flight tracking data.

2.3.1.2. Experience with processing, access, graphical presentation, and storage of flight tracking information;

2.3.1.3. Experience with flight tracking software pertaining to measures of success for raw data collection, daily data processing, system availability, problem reporting and overall system management;

2.3.1.4. Experience with cloud-based application.

2.3.1.5. Experience with producing and managing track counts over a period of twenty (20) years.

2.3.1.6. Experience to depict flight tracks via a multitude of visual graphics.

2.3.2. Provide four (4) U.S. current airport clients of the Proponent's firm. A separate **Form 9, Reference Form** is required for each reference, which is to be included in the Proposal following the related narrative.

2.3.3. Provide three (3) examples of how Proponent corrected a problem (whether it is personnel, client, or project-related) when encountered a problem.

#### 2.4. Key Personnel/Resumes:

2.4.1. Identify and provide resumes for the individuals that the Proponent will use to fill the following positions:

2.4.1.1. Project Manager; and

2.4.1.2. Software Support Personnel.

2.4.2. Resumes should be organized as follows:

2.4.2.1. Name and Title;

2.4.2.2. Professional Background;

2.4.2.3. Current and Past Relevant Employment;

2.4.2.4. Education;

2.4.2.5. Licenses and Certifications;

2.4.2.6. List of two (2) relevant projects, including:

2.4.2.6.1. Client Name;

2.4.2.6.2. Project description;

- 2.4.2.6.3. Role of the individual;
- 2.4.2.6.4. Project actual or expected completion date; and
- 2.4.2.6.5. Client List/Reference Contact.

2.4.3. Submission of these key 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 need to replace Key Personnel during the course of the project, Proponent must describe its back-up personnel plan.

2.5. **Management Plan.** Based on the Proponent’s Organizational Structure, describe how the Proponent will manage the Services, specifically addressing the following:

2.5.1. Proponent’s approach to Team leadership. Describe how the Proponent will:

- 2.5.1.1. Ensure proper communication and coordination with the City’s Representative;
- 2.5.1.2. Assure the City that each Scope of Work will be kept within the established time and budget constraints;
- 2.5.1.3. Establish and maintain the necessary cooperative relationships; and
- 2.5.1.4. Coordinate all necessary program activities within that team relationship to ensure program deliverable is seamless.

2.5.2. Identify the tools that are intended to be used to manage these project elements given the recent changes in the aviation industry that affected passenger and aircraft activity at Hartsfield-Jackson Atlanta International Airport.

2.5.3. Proponent’s proposed method to:

- 2.5.3.1.1. Identify and resolve issues during the program duration; and
- 2.5.3.1.2. Make critical decisions

3. **Volume II:** Each of the forms provided by the City in this RFP (or otherwise required to be created by Proponent), which must be set forth in and include each of the following parts:

**3.1 Illegal Immigration Reform and Enforcement Act** – Each Proponent must complete and submit a Contractor’s Affidavit, attached hereto at **Form 1: Illegal Immigration Reform and Enforcement Act Forms** with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“**Act**”). Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any

proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

**3.2 Contractor Disclosure Form;** Each Proponent must complete and submit **Form 2: Contractor Disclosure Form** with its proposal.

**3.2.1.** If the Proponent is an individual, then that individual must complete and sign the Contractor Disclosure (**Form 2**) where indicated.

**3.2.2.** If the Proponent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure (**Form 2**) where indicated.

**3.2.3.** If the Proponent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign the Contractor Disclosure (**Form 2**) where indicated.

**3.2.4.** If the Proponent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign the Contractor Disclosure (**Form 2**) where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.

**3.3. Proponent Financial Disclosure Form–** Each Proponent must complete and submit **Form 4: Proponent Financial Disclosures** with its proposal. The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation. In addition, Proponent must provide evidence of its ability to submit the Performance Guarantee, including (a) notarized letter(s) from Proponent's proposed insurer(s) and surety(ies) 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 a Contract is awarded to it. Further, if this RFP requires a successful Proponent that is awarded a Contract 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 a Contract is awarded to it.

**3.3.1.** If the Proponent is an individual, financial disclosures for that individual must be provided.

**3.3.2.** If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

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

**3.4. Acknowledgement of Insurance and Bonding Requirements Acknowledgment of Insurance and Bonding Requirements** – Each Proponent must complete and submit **Form 5: Acknowledgement of Insurance and Bonding Requirements** with its Proposal. The insurance and bonding requirements for any agreement that the City may award pursuant to this RFP are set forth in **Exhibit D: Insurance and Bonding Requirements**.

**3.4.1.** An authorized representative of the entity must complete and sign this Acknowledgment of Insurance and Bonding Requirements where indicated.

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

**3.5.1.** An authorized representative of the entity must complete and sign this Acknowledgment of Addenda where indicated.

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

**3.7. Referral List** – Each Proponent must complete and submit at least four (4) references that are able to attest to the Proponent’s performance, ability and credibility. A separate **Form 9** is required for each reference.

**3.7.1.** An authorized representative of the entity must complete this Referral List where indicated.

**3.8. Form 10: Proposal Bond**

**3.9. OCC Programs** -This criterion is based upon the responsiveness of the Proponent’s SBE requirements, which are described in **Appendix A** to the form of Services Agreement attached at Part 5. This criterion is not scored on a sliding scale. Responsive Proponents will receive a score of 15 points. Proponents who fail to evidence a compliant SBE program shall be deemed non-responsive.

4. **Volume III.** In a separate sealed envelope, each Proponent must submit a Cost Proposal using the form provided by the City at Part 5: Services Agreement: Exhibit A.2: 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 negotiation with the City. (Submit one (1) stamped “Original” and eight (8) copies in a separate envelope).

**5. Submission of Proposals:**

5.1. Proposals shall be signed by hand by a principal of the Proponent with the authority to enter into an agreement with the City. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a proposal as well as enter into an agreement with the City. Each Proponent is responsible for the preparation of its proposal and for the costs associated therewith.

5.2. 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-8316; Flight Tracking System at Hartsfield-Jackson Atlanta International Airport**, Proponent’s Employee Identification Number (EIN), and the name and address of the Proponent. 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  
Re: Project Number FC-8316**

- 5.3. Proponent's names will be read at **2:00 P.M. on Wednesday, October 14, 2015**, in the Department of Procurement's Bid Conference Room, 55 Trinity Avenue, S.W., Suite 1900, City Hall, Atlanta, Georgia 30303-0307.
- 5.4. A Proponent is required to submit one (1) original and eight (8) copies of its Proposal. Each Proposal must be submitted on 8½" x 11" typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder (Volumes 1 and 2 may be contained in a single 3 ring binder). Each Proposal must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.
- 5.5. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and eight (8) copies of its Cost Proposal with its Information Proposal.

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

Item #	Required Proposal Submittal Check Sheet <sup>2</sup>	Check (√)
<b>VOLUME 1</b>		
1.	Executive Summary	
2.	Organization Structure	
3.	Firms Overall Experience, Qualifications and Performance of the Prime Firm, Sub-contractors	
4.	Key Personnel	
5.	Management Plan	
<b>VOLUME II</b>		
1.	Form 1: Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2: Contractor Disclosure Form	
3.	Form 3: Non-Applicable for this RFP	N/A
4.	Form 4: Proponent Financial Disclosure Form	
5.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
6.	Form 6: Non-Applicable for this RFP	N/A
7.	Form 7: Acknowledgement of Addenda	
8.	Form 8: Respondent Contact Directory	
9.	Form 9: Referral List	
10.	Form 10: Proposal Bond	
11.	Appendix A: City's Office of Contract Compliance Submittals	
<b>VOLUME III</b>		
1.	Exhibit A.2: Cost Proposal ( <b><i>Must be submitted in a separate sealed envelope</i></b> )	

<sup>2</sup> This table is included solely for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal. If any of the required submittal documents are not submitted or incomplete within your submittal package, your firm may be deemed non-responsive.

# **PART 3: EVALUATION OF PROPOSALS**

**Part 3; Evaluation of Proposals**

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

<b>EVALUATION FORM</b>			
<b>CATEGORIES</b>	<b>CATEGORY SCORE</b>	<b>RELATIVE WEIGHT</b>	<b>TOTAL CATEGORY SCORE</b>
<b>Executive Summary</b>		<b>5</b>	
<b>Organizational Structure</b>		<b>5</b>	
<b>Firm Overall Experience, Qualifications and Performance of the Prime Firm and Sub-contractors</b>		<b>30</b>	
<b>Key Personnel</b>		<b>20</b>	
<b>Management Plan</b>		<b>10</b>	
<b>Cost Proposal</b>		<b>5</b>	
<b>OCC Programs</b>		<b>15</b>	
<b>Financial Capability</b>		<b>10</b>	
<b>TOTAL SCORE</b>			

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between one (1) and ten (10) for each Category noted above (see note below on Multiplier Scoring). The Total Category Score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = Total Category Score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score. The highest score any proposal can receive for this RFP is 1,000.

## **PART 4: SUBMITTAL FORMS**

**All Proponents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal 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 Proponent intends to be named as a Prime Contractor(s) with the City, then Proponent must fill out all the forms listed in this solicitation document; otherwise, Proponent may be deemed non-responsive.**

**FORM 1**  
**Illegal Immigration Reform and Enforcement Act Forms**  
**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”). Proponents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Proponents may not rely on these instructions for that purpose. These instructions 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 solicitation document.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proponent’s submission prior to the due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (“E-Verify”) User ID Number and Date of Registration.
3. Where the business structure of a 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 (see Example 1 below). 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 (see Example 2 below).

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

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

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





**FORM 1**  
**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

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

<b>“Affiliate”</b>	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.
<b>“Contractor”</b>	Any person, partnership or entity having a contract with the City.
<b>“Control”</b>	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.
<b>“Respondent”</b>	<p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership) must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p>

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

A. Basic Information:

Name of Respondent: \_\_\_\_\_

Name of the authorized representative for the Respondent: \_\_\_\_\_

B. Individual/Entity Information:

Principal Office Address: \_\_\_\_\_

Telephone and Facsimile Numbers: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

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

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

No

C. Questionnaire

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?	YES	NO
	<input type="checkbox"/>	<input type="checkbox"/>

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
	<input type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

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

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

12. Has the Respondent, member of Respondent's team or officer of any of them (with	YES	NO
---	-----	----

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?

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. YES  NO

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

---



---



---

**D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint 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 a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror.”

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

been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

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

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

- 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:

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.
- 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:

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

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

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

**Declaration**

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

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

***For entities that are newly formed (formed within the last three years):***

- I certify that the Respondent is newly formed and does not have sufficient information to respond to Part C of this Form.

*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: \_\_\_\_\_

**THIS PAGE INTENTIONALLY  
LEFT BLANK**

## **FORM 4**

### **Proponent Financial Disclosure**

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

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

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

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

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

**Part A - General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or partnership completing this Form: \_\_\_\_\_

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

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

Address \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Email: \_\_\_\_\_

**Part B: Financial Information:**

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

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

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

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

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

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

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

**Declaration**

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

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

***For entities that are newly formed (formed within the last three years):***

- I certify that the Respondent is newly formed and does not have sufficient information to respond to Part C of this Form.**

*Sign here if you are an individual:*

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

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

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

**FORM 5**

**Acknowledgment of Insurance and Bonding Requirements**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, Proponent, acknowledge that if selected as the successful Proponent for **FC-8316: Flight Tracking System at Hartsfield-Jackson Atlanta International Airport**. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Corporate Proponent: [Insert Corporate Name]  _____  By: _____  Print Name: _____  Title: _____  _____  Corporate Secretary/Assistant Secretary (Seal)
--

Non-Corporate Proponent: [Insert Proponent Name]  _____  By: _____  Print Name: _____  Title: _____  _____  Notary Public (Seal) My Commission Expires: _____
---

**THIS PAGE INTENTIONALLY  
LEFT BLANK**

**FORM 7**

**Acknowledgment of Addenda**

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

This is to acknowledge receipt of the following **Addenda** for **FC-8316, Flight Tracking System at Hartsfield-Jackson Atlanta International Airport:**

None (Check if None)

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_

**By:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

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

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_

**By:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Title:**\_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**  
**My Commission Expires:**

**FORM 8**

**Respondent Contact Directory**

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 authorized to represent the firm for purposes of this Solicitation; and
2. All of Proponent's subService Providers (if any).

<b>NAME</b>	<b>POSITION/TITLE</b>	<b>MAILING ADDRESS</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>EMAIL ADDRESS</b>

**FORM 9**

**Referral List**

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

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)*

**FORM 10**

**Proposal Bond**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of \$50,000.00, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8316; FLIGHT TRACKING SYSTEM AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT** a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified PRINCIPAL's check otherwise required to accompany this bid;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within fifteen (15) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney's fees to be fixed by the Court.

This Proposal Bond, in the approved form, is in the amount of \$50,000.00. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the PRINCIPAL to execute a CONTRACT within ten (15) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day \_\_201\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

# **PART 5: SERVICES AGREEMENT**

**SERVICES AGREEMENT; CONTRACT NO. FC-8316**

This Services Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Service Provider”) set forth below. The City and Service Provider are collectively referred to herein as the “Parties” and each, individually, as a “Party.”

<b>Contract Name:</b>	<b>Contract No. FC-8316</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b>

**1. Background.**

1.1 City desires to obtain from Service Provider the services (“Services”) described in this Agreement, including without limitation, those services specified in **Exhibit A** attached hereto and incorporated herein by this reference.

1.2 The not-to-exceed compensation amount payable by City to Service Provider during the three (3) year initial term of this Agreement is \_\_\_\_\_ (such amount, the “Maximum Payment Amount”).

**2. Term.** The term of this Agreement (the “Term”) shall be for three (3) years with one (1) two (2) year renewal options, which may be exercised at the sole discretion of the City.

2.1 Initial Term. The initial term of this Agreement will be three (3) years. This Services Agreement shall commence on the Effective Date and end on three (3) years from the Effective Date. The initial term of this Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. The City shall have the right in its sole discretion to renew this Services Agreement for one (1) additional two (2) year term according to the following procedure:

2.2.1 If the City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish the compensation amount and that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within thirty (30) days of such enactment, the City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal 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** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:<sup>3</sup>

1. Change Order(s)
2. Services Agreement
3. Exhibit A: General Scope of Services
4. Exhibit A.1: Compensation
5. Exhibit A.2: Cost Proposal
6. Exhibit C: Definitions
7. Exhibit F: Airport Access, Security and Safety Measures
8. Exhibit E: Dispute Resolution Procedures
9. Appendix A - Office of Contract Compliance Requirements
10. Exhibit D: Insurance and Bonding Requirements
11. Exhibit D.1: Form Payment Bonds
12. Appendix B – Illegal Immigration Reform and Enforcement Act Affidavits

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

### **5. Services.**

5.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. The Services will include the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included in the Agreement, but are reasonably necessary to accomplish the purpose of the Agreement, they will be deemed to be implied in the scope of the Services for that Agreement to the same extent as if specifically described in the Agreement.

---

<sup>3</sup> For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service 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.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>4</sup> All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

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

(a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Service 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 Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service 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 Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Maximum Payment Amount.

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

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

---

<sup>4</sup> 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.).

Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

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

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

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service 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 Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service 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, Service 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.

## **6. Service Provider's Obligations.**

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

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

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

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services, Service Provider shall: (i) be responsible for the performance of Services by the subcontractor(s); (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractor(s).

6.6 Key Service Provider Personnel and Key Subcontractors.

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

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

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

- (a) \_\_\_\_\_;
- (b) \_\_\_\_\_; and
- (c) \_\_\_\_\_.

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

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

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

**7. City’s Authorized Representative.**

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

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

**8. Payment Procedures.**

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in this Agreement for Service Provider’s provision of the

Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement set forth on **Exhibit A.1 Compensation**.

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

8.3 **Taxes**. The Charges are inclusive of all taxes, levies, duties and assessments ("**Taxes**") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

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

8.5 **Disputed Charges**. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service 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 Service 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 Service Provider of the disputed amount.

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

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

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

9.1 **Authority**. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this

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

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

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

9.4 Materials and Equipment. Any equipment or materials provided by Service 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.

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

## **10. Compliance with Laws.**

10.1 General. Service Provider and its subcontractor(s) will perform the Services in compliance with all Applicable Laws

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

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

## **11. Confidential Information.**

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service 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.

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

11.3 Georgia Open Records Act. The provisions above notwithstanding, 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.]."

## **12. Work Product.**

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its subcontractors exclusively for the City under this

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

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service 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.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

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

12.5 Without any additional cost to City, Service 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. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

### **13. Audit and Inspection Rights.**

#### **13.1 General.**

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

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

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

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

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

#### **14. Indemnification by Service Provider.**

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

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

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

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service 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 Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

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

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Service Provider (or any Service Provider agent, Service Provider, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

## 15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT,

CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Exhibit D**.

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

18. Termination.

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

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

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

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

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "Termination by City for Cause", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled "Termination by City for Convenience".

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service 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 Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

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

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law

or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

## **19. Dispute Resolution.**

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

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

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

## **20. State Law Requirements.**

20.1 Illegal Immigration Reform and Enforcement Act. For the entire Term of this Agreement, the Service Provider must comply with the Illegal Immigration Reform and Enforcement Act of 2011 ("Act") (O.C.G.A. 13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Service Provider's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the

duration of their contract with the Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Service Provider's subcontractors and sub-subcontractors that perform all or part of the Services in this Agreement. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

## **21. City of Atlanta Code Requirements.**

21.1 Service Provider Required to Certify Prompt Payment of Subcontractors and Suppliers. If applicable, the Service Provider shall certify in writing that all subcontractors and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Service Provider prior to receipt of any further progress payments. Service Provider is required to pay subcontractors or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

21.2 Service Provider Required to Certify Satisfaction of all Underlying Obligations. If applicable, before final payment is made to Service Provider by the City, the Service Provider 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 Service Provider by the City or will be paid in full utilizing the monies constituting final payment to the Service Provider.

21.3 Contingent Fees Prohibited. The Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Service Provider, to solicit or secure this contract; and that the Service Provider has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Service Provider, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

21.4 Prohibition against Contracting with Predatory or High Cost Lenders. By signing below, the Service Provider, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Service Provider an Affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Service Provider, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Service Provider.

21.5 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code or Ordinances, § 2-1484, the Service Provider acknowledges the following prohibitions on gratuities and kickbacks:

21.5.1 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.

21.5.2 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.

21.5.3 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.

21.6 Fraud and Misrepresentation. Any written or oral information provided by Service Provider, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. The Service Provider agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. The Service Provider further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. The Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which The Service Provider employees report to perform the services required by this Agreement. The Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. The Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

21.7 Equal Business Opportunity (EBO) Policy. The City's Equal Business Opportunity Policy attached as Appendix A and incorporated herein by this reference, as the same may be amended from time to time by the City, Georgia Department of Transportation or US Department of Transportation ("USDOT"). In addition to its compliance with the EBO Policy, Service Provider shall work in good faith with the City's Office of Contract Compliance ("OCC") (and any other federal, state or local governmental or quasi-governmental agency) to maximize opportunities in the utilization of certified EBO firms during the Term of this Agreement.

21.8 Equal Employment Opportunity (EEO) Provision. The Service Provider shall 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 Service Provider agrees as follows:

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

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

The Service Provider 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.

21.8.2 The Service Provider shall, in all solicitations or advertisements for employees, placed by or on behalf of the Service Provider, 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.

21.8.3 The Service Provider shall send to each labor union or representative of workers with which the Service Provider may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Service Provider'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 Service Provider shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

21.8.4 The Service Provider 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 Service Provider during normal

business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

21.8.5 The Service Provider shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs 21.8.1 through 21.8.8 herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Service Provider 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 Service Provider or the city may request the United States to enter into such litigation to protect the interests of the United States.

21.8.6 The Service Provider 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 Service Provider and its subcontractors.

21.8.7 The Service Provider shall include the provisions of paragraphs 21.8.1 through 22.8.8 of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

21.8.8 A finding, as hereinafter provided, that a refusal by the Service Provider 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:

21.8.8.1 Withholding from the Service Provider in violation all future payments under the involved contract until it is determined that the Service Provider or subcontractor is in compliance with the provisions of the contract;

21.8.8.2 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 Service Provider 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;

21.8.8.3 Cancellation of the public contract;

21.8.8.4 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.

## **22. General.**

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

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

22.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

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

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

22.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

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

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

22.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

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

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

22.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE 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.

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

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

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

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

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

22.18 Delegation of Authority. Any act(s), whether discretionary or ministerial, that the Aviation General Manager is authorized or required to perform under this Agreement may

be performed by such person(s) as the Aviation General Manager shall designate in writing to perform such act(s).

22.19 Award and Execution of Agreement. The award and execution of this Agreement by the City is authorized by Resolution No. 15-R-\_\_\_\_\_, which was adopted by City's Council on \_\_\_\_\_, 2015, and approved by City's Mayor on \_\_\_\_\_, 2015, a copy of which is attached to this Agreement as Exhibit B. This Agreement will not become binding on City and City will incur no liability under it until it has been duly executed by Service Provider, returned to City with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by City Attorney as to form and delivered to Service Provider.

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

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

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

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

22.24 Unauthorized Goods or Services. Service 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, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service 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 Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service 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 Service Provider. Service 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.

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

[Signatures on Following Page]

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

<p><b>Owner:</b> <b>City of Atlanta</b></p> <hr/> <p><b>Mayor</b></p> <hr/> <p><b>Municipal Clerk (Seal)</b></p> <p><b>Approved:</b></p> <hr/> <p><b>Aviation General Manager</b></p> <hr/> <p><b>Aviation Assistant General Manager</b></p> <hr/> <p><b>Chief Procurement Officer</b></p> <p><b>Approved as to form:</b></p> <hr/> <p><b>Senior Assistant City Attorney</b></p>	<p><b>Service Provider:</b></p> <p><b>Corporate signature:</b> <b>[Insert Corporate Name]</b></p> <hr/> <p><b>By:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <hr/> <p><b>Corporate Secretary/Assistant Secretary (Seal)</b></p> <p><b>Limited Liability Company:</b> <b>[Insert LLC Name]</b></p> <hr/> <p><b>By:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <hr/> <p><b>Notary Public (Seal)</b></p> <p><b>My Commission Expires:</b> _____</p>
--	--

# EXHIBIT A: SCOPE OF SERVICES

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

**1.0 STANDARDS OF PERFORMANCE; APPLICABLE TO SERVICES**

Service Provider agrees that the Services provided herein shall conform to the professional standards of care and practices customarily expected of professional flight tracking system firms engaged in performing comparable work, that the Personnel furnishing the Services shall be qualified and competent to perform adequately the Services assigned to them; and that the recommendation, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment to the extent required by Applicable Law.

**2.0 BASIC SERVICES**

2.1 The scope of work to be included in the multi-year contract will include the following:

2.1.1 The system software, etc. must not require more demands of a computer than the configuration outlined below:

- 2.1.1.1 WINDOWS 7
- 2.1.1.2 3.20GHZ of Processor Speed
- 2.1.1.3 8GB of RAM
- 2.1.1.4 150GB of Hard Drive

2.1.2 The FTS must use FAA radar data from the Atlanta Airport ASR-9.

2.1.3 Near real-time flight tracking must be available for use.

2.1.4 The ability to depict flight tracks via a multitude of visual graphics is required.

2.1.5 The ability to store and access twenty (20) years of tracks and the ability to filter and create reports from such data. Data records in digital format will be available for the Service Provider's use.

2.1.6 The ability to select flight tracks as an individual track or group of tracks yielding both a return of a count and operational data (e.g., airline, flight ID, time of operation, equipment) is required.

- 2.1.7 A count and calculated average track (profile and aerial view) for a selected group of tracks (e.g., all departures to Way Points such as MPASS) must be easily produced.
- 2.1.8 The ability to see, select, and evaluate flight track profiles (individual and group) and obtain a calculated average track for the profiles is required.
- 2.1.9 The ability to filter a group of tracks by select data (e.g., type of aircraft, propulsion, time of day) is required.
- 2.1.10 The ability to display flight tracks over either a roadway or aerial base map, at a minimum, with the ability to add additional base options as needed.
- 2.1.11 The aerial base shall have the ability for its user to easily adjust its opacity as needed.
- 2.1.12 The ability to filter flight tracks using an identified/created gate.
- 2.1.13 A Continuity of Operations Plan shall be in place; this means that should the primary data center have a failure or suffer some catastrophic event, a backup facility or process should be in place so as to provide minimal interruption to the Airport's needs and no loss of Airport data.
- 2.1.14 Have the ability to create custom reports including, at a minimum:
  - 2.1.14.1 Runway use (total number of operations) by hour, day, year, period of interest; and
  - 2.1.14.2 Runway use (total number of operations) by airline, equipment type and time of day (for an hour, a day, a year, or a period of interest) and the ability to incorporate Official Airline Guide (OAG) data.
- 2.1.15 Have the ability to create complaint logs. This will include a digital filing system for each person and creating a new record for each complainant. The ability to generate reports and graphs from this information is also required.
- 2.1.16 The system must be web-based and:
  - 2.1.16.1 Must have the ability to be configured to display on our website

<http://www.atlantaairport.com/Airport/Environmental/Noise.aspx>) example East Flow and West Flow data for one day.

- 2.1.16.2 Must have the ability to incorporate data with Atlanta-airport.com allowing the general public to enter a property address and 1) see a base map with noise contours and timeframe, 2) a symbol indicating the location of the property address, 3) a one-mile cylinder radius around the property, 4) the number of flight operations within the 1-mile radius cylinder during the date and timeframe entered, 5) the type of operations – arrivals or departures, 6) the altitudes of those operations, and 7) a color coded summary of data (arrival tracks, departure tracks, and location of property).
- 2.1.17 Support services for problem reporting will consist of a toll-free telephone number and an online trouble reporting system. A representative will be available via phone call during the hours of 8am – 6pm Eastern on Monday through Friday. Responses will come within 2 business days of problem reporting and resolution will be required no more than 5 business days after initial response unless another acceptable timeframe is agreed to in writing (email).
- 2.1.18 Permanently remove sixteen (16) Noise Monitoring Terminals (NMT's) from existing locations. Financial consideration for salvage value should be reflected in pricing.
- 2.1.19 The system shall have the ability to easily handle 1.5MM operations per year.
- 2.1.20 Provide three (3) days of on-site training and up to two (2) one(1) day additional training sessions as might be required.

# EXHIBIT A.1: COMPENSATION

**EXHIBIT A.1**  
**COMPENSATION**

1. **Compensation.** Service Provider will be compensated for Services pursuant to the terms of this Services Agreement and Exhibit A.2: Cost Proposal.
2. **Submittal of Invoices.** Service Provider must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Service Provider must submit all invoices in original and three (3) copies to:

City of Atlanta  
Department of Aviation  
Planning and Development  
1255 South Loop Road  
College Park, GA 30337  
Attention: Invoice Compliance  
Reference: Services Agreement No. **FC-8316**

3. **Format of Invoices.** The Invoice shall be entered and submitted in the DOA Planning and Development "On-Line Invoicing System (OLIS), on a monthly basis representing charges for the work completed during the previous month.
4. **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.
5. **City's Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Service Provider when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.
6. **Releases of all Claims.** City may, as a condition precedent to any payment, require Service Provider to submit for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Service Provider must, in addition, furnish acceptable evidence that all claims have been satisfied.
7. **Acceptance of Payments by Service Provider; Release.** The acceptance by Service Provider of any payment for Services under this Services Agreement will, in each

instance, operate as, and be a release to City from, all claim and liability to Service Provider for everything done or furnished for or relating to the Services for which payment was accepted, unless Service Provider within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.

- 8. Claims against Service Provider.** If there are claims filed against Service Provider in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Service Provider after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Service Provider. If the amount of any withheld payment or other monies due Service Provider under this Services Agreement is insufficient to meet any of those costs, or if any claim against Service Provider is discharged by City after final payment under this Services Agreement is made, Service Provider must promptly pay City all reasonable costs incurred by City concerning the claim after Service Provider's receipt of written notice from City.

# EXHIBIT A.2: COST PROPOSAL

**EXHIBIT A.2;**

**COST PROPOSAL**

**SERVICE PROVIDER NAME:** \_\_\_\_\_

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

<b>CONTRACT TERM</b>	<b>COST</b>
Contract Year No. 1 Annual Max Payment	\$
Contract Year No. 2 Annual Max Payment	\$
Contract Year No. 3 Annual Max Payment	\$
<b>TOTAL INITIAL TERM</b>	\$

# **EXHIBIT B: AUTHORIZING LEGISLATION**

**(TO BE ATTACHED)**

# EXHIBIT C: DEFINITIONS

## EXHIBIT C

### DEFINITIONS

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

“Affiliate” - With respect to a Party, any legal entity that, directly or indirectly through one or more intermediate legal entities, controls, is controlled by or in under common control with the Party. For purposes of this definition, “control” means that 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 Services Agreement 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.

“Airport” means Hartsfield-Jackson Atlanta International Airport.

“Airport Access, Security and Safety Measures” means the policies set forth in **Exhibit F**.

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

“Charges” means the amounts payable by City to Service Provider under this Services Agreement.

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

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

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

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

"Deadline" means any timeframe or deadline established by City or this Services Agreement for performing any Services or any other obligation under this Services Agreement.

"DOA" means the City's Department of Aviation.

"FAA" means the Federal Aviation Administration.

"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.

"Insolvency/Bankruptcy Event" shall be deemed to have occurred if Service Provider: (i) is subject to a petition for relief under the laws of the United States codified as Title 11 of the United States Code; (ii) is subject to an involuntary petition for relief under the United States bankruptcy laws; (iii) seeks, consents to or does not contest the appointment of a receiver, custodian or trustee for itself or for all or any part of its property; (iv) files a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of any state or other competent jurisdiction; (v) admits in writing that it is generally not paying its debts as those debts become due; (vi) gives notice to any governmental body of insolvency or pending insolvency; (vii) suspends material business operations; (viii) becomes "insolvent" as that term is defined under applicable fraudulent transfer or conveyance laws; or (ix) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

“Jobsite” means the locations described in the Services Agreement or any Task Orders issued under this Services Agreement where the Services are to be performed or where they are actually performed.

“Key Personnel” means persons identified by Service Provider as Key Personnel in the Contract that shall not transfer, reassign or replace without prior written approval from City.

“Materials” means all supplies, products, tools, appliances, equipment and utilities that are needed or used by Service Provider to perform the Services. This term also includes all supplies, products, tools, appliances, and equipment that are incorporated into or provided to City as part of the Services as a deliverable.

“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.

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

“Services” means all services, tasks, functions, or assignments to be performed by Service Provider for City under this Services Agreement. The Services also include all deliverables and Materials associated with the Services, tasks, functions or assignments Service Provider is to provide.

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

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

# **EXHIBIT D: INSURANCE AND BONDING REQUIREMENTS**

**EXHIBIT D**  
**INSURANCE & BONDING REQUIREMENTS**  
**FC-8316 FLIGHT TRACKING SYSTEM AT**  
**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

A. Preamble

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

1. Evidence of Insurance and Bonding Required Before Work Begins

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

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

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

2. Project Number & Name

The project number (FC-8316) and name (Flight Tracking System at Hartsfield-Jackson Atlanta International Airport) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

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

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

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

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

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

4. Insurance and Bonds Required for Duration of Contract

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

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Exhibit D (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

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

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

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

6. Agent Acting as Authorized Representative

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

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

7. Certificate Holder

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

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

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary

and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

**NOTE: A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the effective date of the Agreement.**

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

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

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

B. Workers' Compensation and Employer's Liability Insurance

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

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

C. Commercial General Liability Insurance

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

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

D. Commercial Automobile Liability Insurance

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

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

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

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

E. Professional Liability /Network Security and Privacy Policy

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

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

G. Performance and Payment Bonds

At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of one (1) year value of the contract naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1 and Exhibit D-2**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

1. In addition, prior to the commencement of any construction work by or at the instance of Tenant within the Premises, Service Provider must provide to City a fixed price contract or contracts for all work to be performed within the Premises, which contract(s) shall be insured by, and Tenant shall provide to the City, a Payment Bond in an amount equal to one hundred percent (100%) of the work specified in such contract(s) and acceptable to the City's Chief Financial Officer and in such form as approved by the City Attorney. The Payment Bond shall name the City as the Obligee, shall meet the other requirements of the Agreement, and shall remain in full force and effect until: (i) all Tenant Improvements are completely and fully paid for, (ii) certificates of occupancy have been issued for the Premises, (iii) final lien waivers have been obtained from all contractors and subcontractors; (iv) the City has approved the final construction of the Tenant Improvements; and (v) the applicable limitations period under Georgia law for the commencement of a suit against the Payment Bond has lapsed.
2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance of its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.
3. The surety company issuing the bonds must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.

5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.
  
6. For additional information regarding Payment and Performance Bonds, please see **Exhibit D-1 and Exhibit D-2** attached hereto and incorporated herein by this reference.

**EXHIBIT D-1 & EXHIBIT D-2**  
**PERFORMANCE AND PAYMENT BONDS**

1. At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's contract value as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1 and Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's contract value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.
2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.
3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

**EXHIBIT D-1**

**ATTACHMENT 1**

**Performance Bond**

**INSTRUCTIONS**

- 1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.**
- 2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.**
- 3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.**
- 4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.**
- 5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.**
- 6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.**
- 7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."**
- 8. The name of each person signing this bond shall be typed or printed in the space provided.**

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as principal ("Principal"),  
(Legal Name and Address)

and \_\_\_\_\_ as surety ("Surety"), are held and firmly bound unto the  
(Legal Title and Address of Surety)

CITY OF ATLANTA as Obligee ("Owner"), in the amount of \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of \_\_\_\_\_ and

in the same monetary amount of this bond for: **FC-8316; Flight Tracking System** accordance with drawings and

specifications prepared by: \_\_\_\_\_ which said  
(Full Name and Title)

Contract and Task Order are incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, materialmen or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Agreement for increases in the penal amount of this bond and waives notice from the Owner of any such changes, as set forth in the Contract Documents.
- (2) If pursuant to the Contract Documents the Principal shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner, within twenty-five (25) days after receipt of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of defective work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.
- (3) It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
- (4) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

- (5) For the purposes of this bond, the name and address of the Authorized Agent of the Owner to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

\_\_\_\_\_  
Mr. Frank Rucker  
1255 South Loop Road  
\_\_\_\_\_  
College Park, GA 30337  
\_\_\_\_\_

- (6) Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 36-91-70, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

<p>Approved as to form:</p> <p>_____</p> <p>Senior Assistant City Attorney</p>	<p>Contractor</p>
<p>Corporate Surety:</p> <p>_____</p> <p>Surety Name (Type)</p> <p>By: _____</p> <p>Attorney-In-Fact (Sign)</p> <p>Name: _____</p> <p>Attorney-In-Fact (Type)</p> <p>(Seal)</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>ATTEST:</p> <p>_____</p> <p>SECRETARY/ASST. SECRETARY</p> <p>[Affix Corporate Seal]</p>

## EXHIBIT D-1

### ATTACHMENT 2

#### Payment Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

**Payment Bond**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal ("Principal") and  
*(Legal Title and Address)*  
\_\_\_\_\_ as Surety ("Surety") are held and firmly bound unto the  
*(Legal Name and Address of the Surety)*

CITY OF ATLANTA as Obligee ("Owner") in the amount of: \_\_\_\_\_ DOLLARS  
*(Insert Contract Price)*

(\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of \_\_\_\_\_ and in the same monetary amount of this bond for **FC-8316; Flight Tracking System** in accordance with the drawings and specifications prepared by: \_\_\_\_\_ which said Contract and Task  
*(Here insert Full Name and Title)*

Order are incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Contract for increases in the penal amount of this bond and waives notice from the Owner of any such changes.
- (2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery or equipment in the prosecution of the work provided for in said Contract and as provided in O.C.G.A §§ 36-91-90, et seq.
- (3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond shall have the rights and obligations set forth in O.C.G.A §§ 36-91-90, et seq.
- (4) No action can be instituted on this bond after one year from the completion of the Contract and acceptance of the Project by the proper public authorities.
- (5) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 36-91-90, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

<p>Approved as to form:</p> <p>_____</p> <p>Senior Assistant City Attorney</p>	<p>Contractor:</p>
<p>Corporate Surety:</p> <p>_____</p> <p>Surety Name (Type)</p> <p>By: _____</p> <p>Attorney-In-Fact (Sign)</p> <p>Name: _____</p> <p>Attorney-In-Fact (Type)</p> <p>(Seal)</p>	<p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>ATTEST:</p> <p>_____</p> <p>SECRETARY/ASST. SECRETARY</p> <p>[Affix Corporate Seal]</p>

# **EXHIBIT E: DISPUTE RESOLUTION PROCEDURES**

**EXHIBIT E**  
**DISPUTE RESOLUTION PROCEDURES**

- 1 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 Services Agreement.
- 2 The parties are fully committed to working with each other throughout the project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, 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.
- 3 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.
- 4 If the 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.

# **EXHIBIT F: AIRPORT ACCESS, SECURITY AND SAFETY MEASURES**

## EXHIBIT F

### AIRPORT ACCESS, SECURITY AND SAFETY MEASURES

1. **Work in Progress.** Consultant shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Clause titled "TITLE AND RISK OF LOSS", to equipment and materials.
2. **Maintenance** Consultant shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Consultant of its responsibilities, or act as a waiver by the City of any terms of this contract (see specification section SP-4B, Extended Maintenance).
3. **Material Handling.** Consultant's responsibility for materials and plant equipment required for the performance of this Services Agreement shall include:
  - 3.1.1. Receiving and unloading;
  - 3.1.2. Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weathertight enclosures provided by Consultant;
  - 3.1.3. Delivering from storage to construction site all materials and plant equipment as required; and
  - 3.1.4. Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Services Agreement.
4. **Security.** Service Provider shall at all times conduct all operations under this Services Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Service Provider shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.
5. **Airport Security Requirements.** Service Provider shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Service Provider shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Service Provider of its responsibility for

maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Service Provider's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

- 5.1.1. **Preventing Unauthorized Access.** The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Service Provider shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Service Provider shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.
- 5.1.2. **Transportation Security Administration/Responsibility of Service Provider.** In order to comply with the TSA and DOA security requirements, Service Provider shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Services Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.
- 5.1.3. **Security Identification Display Area (SIDA).** The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.
- 5.1.4. **FBI/CHRC Checks.** To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two proper forms of identification and citizenship/employment eligibility documents if necessary. Service Provider shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$50.00 per individual. The current cost for badge is \$60.00 per individual. Cost for lost badges is \$60.00 for each replacement badge.

In order to obtain up-to-date costs for the CHRC and for badging, Service Provider shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Service Provider Escorting Requirements are specified in subsection below.

- 5.1.5. **Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing Service Provider's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.
- 5.1.6. **Badging Records and Process.** Service Provider shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Service Provider will be required to furnish this information to the DOA upon request.
  - 5.1.6.1.1. The Badging process may begin upon the Service Provider's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Service Provider has completed the badging process.
  - 5.1.6.1.2. If applicable, an Administrative NTP may be presented to the DOA Security Division by the Service Provider in order to initiate the badging process for the Service Provider's employees.
  - 5.1.6.1.3. The Service Provider shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Service Provider's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Services Agreement Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by Service Provider, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Service Provider's Insurance Certificate shall accompany the letter. Once badged, the Service Provider's Authorizing Agent shall be responsible for the badging process of his/her company employees.
  - 5.1.6.1.4. Each Subcontractor identified in the Service Provider's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Service Provider, to the DOA Security Division. A copy of the Subcontractor's Insurance certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.
  - 5.1.6.1.5. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for

Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

- 5.1.6.1.6. Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.
- 5.1.6.1.7. Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.
- 5.1.6.1.8. Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.
- 5.1.6.1.9. The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Service Provider's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 5.1.6.1.10. Badges issued to Service Provider and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:
  - 5.1.6.1.10.1. Completion of Services Agreement or subcontract, unless extended by the City;
  - 5.1.6.1.10.2. Expiration of Insurance coverage, as indicated on the Service Provider's Insurance certificate; or
  - 5.1.6.1.10.3. Employee's driver's license expiration date;
  - 5.1.6.1.10.4. Two (2) years from the issuance of the badge.
- 5.1.6.1.11. Service Provider and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Service Provider's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

- 5.1.6.1.12. Service Provider's questions concerning Airport Security shall be directed to (404) 530-6667.
- 5.1.7. **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.
- 5.1.7.1.1. **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. Service Provider shall contact Airport Operations, at (404) 530-6620 during normal business hours, to schedule the training session.
- 5.1.7.1.2. Except as set forth in paragraph 5.1.9, below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
- 5.1.7.1.3. Service Provider shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).
- 5.1.7.1.4. All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.
- 5.1.8. **Protocols for Service Provider Escorting.** Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Service Provider must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Service Provider may contact DOA Security Manager at (404) 530-6667 during normal operating hours.
- 5.1.9. **Service Provider's Escorting Requirements for Construction Contracts on AOA (Runways and Taxiways)/Construction Contracts on secured area (Apron surrounding Terminal and Concourses).**
- 5.1.9.1.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

- 5.1.9.1.2. Service Provider and escorted personnel shall have no Terminal or Concourse access.
- 5.1.9.1.3. Escorting is limited to an Airport SIDA badged prime Service Provider or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).
- 5.1.9.1.4. Escorting person(s) must have a SIDA badge.
- 5.1.9.1.5. Designated badged prime Service Provider employees approved or badged escorting subcontractor must escort prime Service Provider employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.
- 5.1.9.1.6. All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Service Provider's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 5.1.9.1.7. Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.
- 5.1.9.1.8. All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 5.1.9.1.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 5.1.9.1.10. In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 73 to obtain a time limit extension to complete work in the AOA secure or sterile

area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

#### 5.1.10. **Construction Contracts Within Sterile Area (Inside Terminal, Concourses)**

5.1.10.1.1. Highest level of Security required.

5.1.10.1.2. All employees of prime Service Provider and subcontractor, must be badged to work in the sterile area.

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

5.1.10.1.4. For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Service Provider or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

5.1.11 **Restricted AOA Access.** Service Provider shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Appendix B; Insurance. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by Appendix B for vehicles being escorted.

5.1.11.1 **Visual Aids.** In the event of the possibility of contact with the AOA or secured area, Service Provider shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Services Agreement. The approved system of marking and delineating shall be installed, maintained and protected at all times.

5.1.12 **Tools and Materials.** Service Provider shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

5.1.12.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas

within the secured areas of the airport. Storage designations shall be obtained by the Service Provider and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Service Provider's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

5.1.12.1.1 All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Service Provider's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

5.1.12.1.2 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Service Provider's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

5.1.12.1.3 All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

5.1.13 **Dumpsters.** Service Providers and subcontractors shall be allowed no more than one (1) open dumpster per Services Agreement work area. Any and all other job-site dumpsters must remain securely covered and fastened at all times.

5.1.13.1 Trash must be removed daily.

5.1.13.2 No dumpster shall be permitted in the Terminal area for any reason whatsoever.

5.1.13.3 The Service Provider shall be responsible for trash removal from dumpsters within the AOA. Service Provider shall clear debris on a daily basis not later than the end of shift.

- 5.1.13.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Service Provider's or subcontractor's contract and disqualification from working on projects within the secured areas of the Airport.
- 5.1.14 **Terminal/Curbside.** A maximum of two (2) Service Provider vehicles or two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department, and the DOA Security. In the event one (1) Service Provider vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.
- 5.1.14.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.
- 5.1.14.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.
- 5.1.14.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.
- 5.1.14.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.
- 5.1.15 **Staging Areas.** The Service Provider's Construction staging area shall be identified on the plans.
- 5.1.16 **Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Service Provider shall submit FIS Authorization requests to the **U.S. Customs Service (404) 765-2303**. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.
- 5.1.16.1 Service Provider shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.
- 5.1.16.2 **Security Checkpoints.** Service Provider and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not

be allowed to carry tools and construction materials through the passenger security screening points.

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

- 6 **Restrictions on Operations.** Service Provider shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Service Provider shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City's permission therefore have been obtained. Service Provider shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless specifically authorized by this Services Agreement. Service Provider shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Services Agreement. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Service Provider's operation.
- 7 **Cooperation with Agencies.** Service Provider shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Service Provider shall control its operations to prevent the unscheduled interruption of such utility services and facilities.
- 8 **Location of Services.** The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Service Provider of its responsibility to protect such existing features from damage or unscheduled interruption of service.
- 9 **Notice to Owner/Operators.** Prior to commencing the work in the general vicinity of an existing utility service or facility, Service Provider shall notify each owner/operator in writing of activities which might affect its interests. If, in Service Provider's opinion, the owner/operator's assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the work, such advice should be included in the notification. Service Provider shall furnish a copy of such written notices to City.
- 10 **Excavation Methods.** Where the outside limits of an underground utility service have been located and staked on the ground, Service Provider shall use excavation methods acceptable to City as may be required to insure protection from damage due to Service Provider's operations.
- 11 **Damage to Services.** Should Service Provider damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the

owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Service Provider in such events shall cooperate with the utility service of facility owner and City continuously until such damage has been repaired and service restored.

- 12 **Failure to Protect Property.** Service Provider shall not be entitled to any extension of time or compensation on account of Service Provider's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Service Provider.
- 13 **Utility Contractor Licensing Requirements.** Service Provider shall comply with the requirements of O.C.G.A. § 43-14-8.2 (b), which states in O.C.G.A. § 43-14-8.2 (b)(1) that:

After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a Utility Contractor license and there is regularly connected with such business a person or persons who holds a valid Utility Manager certificate issued under this chapter. Such Utility Manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office.

In addition Service Provider shall comply with the all-applicable requirements of O.C.G.A. § 43-14-8.2 including subsections 43-14-8.2, 43-14-8.3 and 43-14-8.4.

# **APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**



## CITY OF ATLANTA

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

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[lscott@atlantaga.gov](mailto:lscott@atlantaga.gov)

Kasim Reed  
Mayor

August 21, 2015

**RE: Project No.: FC-8316, Flight Tracking System at H-JAIA**  
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 13- Business and Credit" 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.**

## Table of Contents

<b>Policy Statement.....</b>	<b>1</b>
<b>Implementation of EEO Policy.....</b>	<b>2</b>
<b>Determination of Good Faith Efforts During Bid Process.....</b>	<b>2</b>
<b>OCC Review of Bidder Submissions.....</b>	<b>3</b>
<b>Small Business Enterprise Program Bid/RFP Submittals.....</b>	<b>4</b>
<b>Monitoring of SBE Policy.....</b>	<b>4</b>
<b>Implementation of EEO Policy.....</b>	<b>4</b>
<b>Monitoring of EEO Policy.....</b>	<b>4</b>
<b>First Source Jobs Program Policy Statement.....</b>	<b>5</b>
<b>Small Business Enterprise Goals for this Project.....</b>	<b>6</b>
<b>Small Business Enterprise Program Reminders.....</b>	<b>7</b>
<b>Covenant of Non-Discrimination (SBE1).....</b>	<b>8</b>
<b>Subcontractor Contact Form (SBE2).....</b>	<b>9 - 10</b>
<b>Subcontractor Utilization Form (SBE3).....</b>	<b>11</b>
<b>First Source Job Information (Form 4).....</b>	<b>12</b>
<b>First Source Jobs Agreement (Form 5).....</b>	<b>13</b>

**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  
Manager, One Stop Services  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3000**

**Small Business Enterprise Goals for this Project**

**Project No.:** FC-8316, Flight Tracking System at H-JAIA

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 HUBZone 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.
6. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: [www.atlantaga.gov/contractcompliance](http://www.atlantaga.gov/contractcompliance) and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

**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**



**OFFICE OF CONTRACT COMPLIANCE  
SUBCONTRACTOR CONTACT FORM**

List all subcontractors or suppliers (SBE and Non SBE) that were contacted regarding this project

Name of Sub-Contractor/Supplier	City Of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (Enter SBE or Non SBE)	Certification No. and Expiration Date	Results of Contact





**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 be provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

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

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

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

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

\_\_\_\_\_  
Contractor

FORM 5

13

# **APPENDIX B: ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT FORMS**

**[END OF DOCUMENT]**