

REQUEST FOR PROPOSALS

FC-8707, Fleet Management Software System



Atlanta, Georgia

Richard Mendoza
Commissioner
Department of Public Works

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CITY OF ATLANTA

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February 5, 2016

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 FC-8707, Fleet Management Software System. The City, on behalf of the Department of Public Works ("DPW"), is soliciting proposals from qualified proponents to provide a fleet management and fuel system which can schedule and track all aspects of fleet maintenance, parts inventory, and purchasing of equipment.

A **Pre-Proposal Conference** will be held on **Tuesday, February 16th at 11:00 a.m.**, at the DOP's Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from DPW, the Office of Contract Compliance, the Ethics Office, the Atlanta Workforce Development Agency and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **Tuesday, February 16, 2016** are not authoritative. **The last date to submit questions in writing is Friday, February 19, 2016; by 1:00 p.m. EST.**

Your response to this Request for Proposals will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Wednesday, March 23, 2016.**

The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for April 4-5, 2016, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.

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

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

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

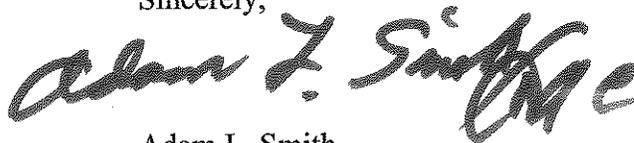
You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Ms. Kyra D. Dixon, Contracting Officer, at kddixon@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued.

The Proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package, beginning on Friday, February 5, 2016. All purchased solicitation documents include a scope of work booklet.

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

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

Sincerely,

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

Adam L. Smith

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Part 1
Information and Instructions to Proponents

Part 1: Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of the Department of Public Works’ Office of Fleet Services (“OFS”), seeks to procure the following services (“Services”): a fleet management and fuel system which can schedule and track all aspects of fleet maintenance, parts inventory, and purchasing of equipment. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A– Scope of Services** included in this RFP.¹
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive sealed proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Authority to Transact Business in Georgia:** Each Proponent shall submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **Minimum Qualifications:** Each proponent team member (Service Provider Key Personnel) shall have a minimum of five (5) years’ experience within the last ten (10) years in Fleet Management Software Systems.

The Proposed Operational System must have the following minimum specifications:

- The software must run on Windows 7 or greater.
- The software must be able to be installed on a virtual machine within the AIM environment or privatized cloud solution.
- The software must have ability of two factor authentication for users.
- The proposed software can operate on Server 2012 or Linux based.
- The software should be portable and can easily be moved from one operating system/hardware platform to another.
- The software must be compatible with Internet Explorer 10 or greater.
- The software must provide means to support ODBC connections for custom reporting.
- The software must be able to handle multiple concurrent users accessing the system and be able to work with SQL or Oracle.
- The software must have the ability to operate seamlessly within both Intranet and Internet environments.

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

- The software must be able to interface with the current Fuel Management system or offer both a Fleet and Fuel Management system.
 - The system must be a real-time application, thus updating all files as the transaction occurs, not in a batch mode. However, electronic fuel transfers may operate in a batch mode. The system must be fully integrated, thus no data will be entered separately into two different software modules.
 - The software solution must have software that can be monitored and managed remotely within a secure environment.
 - The software solution must provide a structured proof of concept.
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.
 6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, March 23, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
 7. **Pre-Proposal Conference:** Each Proponent is highly encouraged attend the Pre-Proposal Conference scheduled for **Tuesday, February 16, 2016, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.
 8. **Site Visit (NOT APPLICABLE):** The City will host a Site Visit on August 13, 2013, at 12:00 p.m., located at City Hall Annex, 5th Floor, 55 Trinity Avenue, Atlanta, GA, 30303. Each Proponent is responsible for securing travel to the facility. The central location for meeting the designated staff member will be in the lobby of the facility between 11:45 a.m. and 12:00 p.m. Please be prompt so not to delay the site visit beyond the allotted time.
 9. **Oral Interviews/ Demonstrations:** The City shall reserve the right to host optional Oral Interviews. Oral Interview dates have been reserved for **April 4-5, 2016**, at the City's sole discretion, if needed. Please note, that oral answers to questions during any scheduled oral interviews are not authoritative.
 10. **Proposal Guarantee (NOT APPLICABLE):**
 - 10.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the total Cost Proposal amount. At the option of the Proponent, the Proposal Guaranty 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 Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

10.2. 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.

- 11. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Ms. Kyra Dixon, Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail kddixon@atlantaga.gov, on or before **Friday, February 19, 2016 at 1:00 p.m.** Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
- 12. 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.
- 13. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Appendix B- Insurance and Bonding Requirements**, attached to this RFP.
- 14. 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 this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
- 15. 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 3; Company Financial Statements attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 4; Proof of Insurance and Bonding Capacity.
- 16. Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

17. **Examination of Proposal Documents:**

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

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

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

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

18. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

19. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

20. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). 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 Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted with each proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional

information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1.**

21. **Multiple Awards:** Upon evaluation of the Proposals, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Proponent(s) determined by the City to be the most responsive and responsible of the short-listed Proponents. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Proponents fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Proponent. This process will continue until final agreements, if possible, are realized.

22. **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 .].”

Part 2
Contents of Proposals and Required Submittals

Part 2; Contents of Proposals/Required Submittals

1. General Contents of Proposals: A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

1.1. **Informational Proposal;** and

1.2. **Cost Proposal.** The Cost Proposal will become part of the Master Technology Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

2. Informational Proposals: An Informational Proposal is comprised of two (2) sources of information:

2.1. **Volume I:** information drafted and provided by a Proponent; and

2.2. **Volume II:** information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

3. Information Required to Be Included in Informational Proposal:

3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:

3.1.1. **Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal:

- 3.1.1.1. **Executive Summary;**
- 3.1.1.2. **Organizational Structure;**
- 3.1.1.3. **Qualifications and Personnel;**
- 3.1.1.4. **Proponent Experience; and**
- 3.1.1.5. **Operational Plan;**

3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:

3.1.2.1. **Forms attached to this RFP at Part 4:**

- 3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act Forms;
- 3.1.2.1.2. Form 2; Disclosure Form and Questionnaire;
- 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
- 3.1.2.1.4. Form 4.1; Certification of Insurance Ability;
- 3.1.2.1.5. Form 4.2; Certification of Bonding Ability (*not applicable*);
- 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
- 3.1.2.1.7. Form 6; Proponent Contact Directory;
- 3.1.2.1.8. Form 7; Reference List;
- 3.1.2.1.9. Form 8; Proposal Bond (*not applicable*); and
- 3.1.2.1.10. Form 9; Required Submittal Checklist.

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

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

3.2.1. Executive Summary.

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

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

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

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

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

3.2.2. Organizational Structure. The Proponent's Organizational Structure Section of the Proposal should show where the Vendor's COA account will fit within the Vendor's organization.

- 3.2.2.1. Provide the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.
- 3.2.2.2. Provide 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.
- 3.2.2.3. Provide the names of proposed candidates for each function on the chart.

3.2.3. Qualifications and Personnel:

- 3.2.3.1. Provide a list of all other entities/clients for which the Vendor has provided a Fleet Management System to include conversion and implementation within the past five (5) years.
- 3.2.3.2. Provide a list of at least four (4) relevant references, including the name of the reference entity, a brief statement describing the relationship between the Vendor and the reference entity, and the name, title, email address, and telephone number of a contact person at the reference entity. References should preferably be from other entities for which the Vendor has implemented a Fleet Management system within the past ten (10) years.
- 3.2.3.3. Identify and provide resumes for the individuals that the Team will use to fill the following proposed positions:

- 3.2.3.3.1. **Project Manager**
- 3.2.3.3.2. **Systems Analyst**
- 3.2.3.3.3. **Database Administrator**
- 3.2.3.3.4. **Training Specialist**

3.2.3.4. Resumes should be organized as follows:

- 3.2.3.4.1. Name and Title;
- 3.2.3.4.2. Professional Background;
- 3.2.3.4.3. Current and Past Relevant Employment;
- 3.2.3.4.4. Education;
- 3.2.3.4.5. Certifications;
- 3.2.3.4.6. List of (3) Relevant projects, including:
 - 3.2.3.4.6.1. Client Name;
 - 3.2.3.4.6.2. project description;
 - 3.2.3.4.6.3. role of the individual; and
 - 3.2.3.4.6.4. project actual or expected completion date.

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

3.2.4. Proponent Experience.

- 3.2.4.1. Describe the successful relevant experience of the Proponent, and the proposed key staff members in providing the requirements described in Exhibit A: Scope of Services.
- 3.2.4.2. Provide an overview of the Proponent's corporate structure and indicate the number of years in business.
- 3.2.4.3. Describe the Proponent's specific experience, including the number of years of providing the conversion and/or implementation of Fleet Management Systems for the operation of an organization similar to those required by this solicitation. Also, state the approximate number of turn-key operations the Proponent has managed within the past five (5) years.
- 3.2.4.4. Indicate all licenses, certifications and/or permits to which the Proponent is subject in accordance with all applicable federal, state, or local laws and regulations. State whether or not the Proponent holds each cited license, certificate and permit and, if not, explain. A copy of each current certification, accreditation, license and permit cited above, if any.

3.2.5. Operational Plan.

- 3.2.5.1. Provide a narrative that demonstrates the Vendor's organizational (i.e., manpower, resources, managerial and financial) capability to carry out the requirements described in Exhibit A: Scope of Services.
- 3.2.5.2. Provide a detailed communication plan. This should use standard timeline visualization such as a calendar, Gantt chart, or date list. Target completion date for the transition plan must be July 1 2016.
- 3.2.5.3. Demonstrate the Vendor's capability to provide all services and products described in Exhibit A: Scope of Services of this solicitation. Specific components should include:
 - 3.2.5.3.1. Describe systems capable of interfacing with fuel modules.
 - 3.2.5.3.2. Describe the system's intuitiveness and expansion capabilities.
 - 3.2.5.3.3. Describe the interface for the end users, e.g. is the system user friendly?
 - 3.2.5.3.4. Describe how the system tracks parts inventory, fleet data and history for on and off road equipment.
 - 3.2.5.3.5. Describe the product and service support that is provided.
 - 3.2.5.3.6. Provide examples of reports .
 - 3.2.5.3.7. Describe the systems upgrades, i.e. cost and frequency.

4. **Cost Proposal:** Each Proponent must submit a Cost Proposal using the forms provided by the City at **Exhibit A.1 – Cost Proposal**. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City.

5. Submission of Proposals:

5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8707, Fleet Management System** 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, CPPC
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307**

- 5.2. A Proponent is required **to submit one (1) stamped original and ten (10) copies of its Proposal.** Each Informational Proposal must be submitted on 8½" x 11", double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain a table of contents and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- 5.3. In addition to the hard copy submission, each Proponent should submit two (2) digital versions of its Proposal in Adobe Portable Document Format ("PDF") on compact disk (CDs) or USB Flash Drive. CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout to the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.
- 5.4. The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.
- 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

6. Selection for Competitive Sealed Proposals:

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to those factors contained in subsection 2-1189(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances):

- (1) Previous experience demonstrating competence to perform the services involved in the solicitation;
- (2) Past performance of previous contracts with respect to time of completion and quality of services;
- (3) The fee or compensation demanded for the services;
- (4) The ability to comply with applicable laws;
- (5) The ability to comply with the schedule for the performance of the services, as required by the City;
- (6) The financial ability to furnish the necessary bonds;
- (7) The financial condition of the offeror;
- (8) The ability to provide staffing of management personnel, satisfactory to the City; and
- (9) The offeror's compliance with the requirements of equal employment opportunity (EEO) and, where applicable, equal business opportunity (EBO) programs, as may be required by ordinance.

Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:

- (1) Clear understanding of the goals and objectives and demonstration of a comprehensive plan to accomplish goals;
- (2) Qualifications and experience of all proposed team members;
- (3) Demonstration that programs and services offered will meet the needs of those in the Community;
- (4) Responsiveness to all items noted as Required Submittals within the solicitation document;
- (5) Reference submission and satisfactory review; and
- (6) Price.

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

7.1. The responsiveness of a Proponent is determined by the following:

- 7.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
- 7.1.2. The completeness of all material, documents and/or information required by the City; and
- 7.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

7.2. The responsibility of a Proponent is determined by the following:

- 7.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
- 7.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
- 7.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
- 7.2.4. The quality of performance of previous contracts or work;
- 7.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
- 7.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and
- 7.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

8. **Required Submittals:** The following submittals must be completed and submitted with each Proposal. If any documents are not submitted with your proposal package, your firm will be deemed non-responsive.

Item #	Required Proposal Submittal Check Sheet ¹	Check (√)
VOLUME I (Ordered and tabbed as follows):		
1.	Executive Summary	
2.	Organizational Structure	
3.	Qualifications and Personnel	
4.	Proponent Experience	
5.	Operational Plan	
VOLUME II (Ordered and tabbed as follows):		
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Disclosure Form and Questionnaire	
3.	Form 3; Proponent Financial Disclosure including Financial Statements	
4.	Form 4.1; Certification of Insurance Ability	
5.	Form 4.2; Certification of Bonding Ability (Not Applicable)	
6.	Form 5; Acknowledgment of Addenda	
7.	Form 6; Proponent Contact Directory	
8.	Form 7; Reference List	
9.	Form 8; Proposal Bond (Not Applicable)	
10.	Form 9; Required Submittal Checklist	
11.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO/SBE Forms 1, 2, 3, 4 and 5 ²	
COST PROPOSAL		
1.	Exhibit A.1-Cost Proposal	

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

² Appendix B; Insurance and Bonding Requirements is a part of the Services Agreement but is not a form that is required to be completed by a Proponent.

Part 3
Evaluation of Proposals

Part 3; Evaluation of Proposals

An Evaluation Committee, consisting of City representatives, will review the RFP submittals in accordance with the submittal requirements and the evaluation criteria set forth below. In addition to the criteria that will be evaluated and scored; please make note of the above-referenced items that will be evaluated but not scored. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

An award shall be made to the most responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in this RFP. Should a Proponent not submit any portions of a Required Submittal, they will be deemed non-responsive.

RELATIVE WEIGHT	GRADED ITEMS	SCORE
5	Proponent Experience	
5	Qualifications and Personnel	
30	Operational Plan	
35	Cost Proposal	
15	OCC Programs	
10	Financial Conditions	
(100%)	TOTAL SCORE	

End of Instructions to Proponents Section to Include:

- **Part 1; Information and Instructions to Proponents**
- **Part 2; Contents of Proposals/Required Submittals**
- **Part 3; Evaluation of Proposals**

Part 4
Required Submittals Forms

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

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

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

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

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

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

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

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

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

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

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

A. Basic Information:

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

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

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

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

No

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

C. Questionnaire

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:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? YES NO

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? YES NO

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. YES NO

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

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

(a) directly or indirectly, had a business relationship with the City?

YES NO

(b) directly or indirectly, received revenues from the City?

YES NO

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

YES NO

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

YES NO

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES NO

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

YES NO

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES NO

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

YES NO

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES NO

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

YES NO

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

D. REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Declaration

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

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

Sign here if you are an individual:

Printed _____ Name:

Signature: _____

Date: _____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ (name), as the

(title) of _____ (entity or partnership name) this
____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

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

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

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 2013</u> (Thousands)	<u>Year: 2014</u> (Thousands)	<u>Year: 2015</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__.

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__.

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

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

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

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

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8707 Fleet Management Software System ("Project")** and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, ("**Offeror**") was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

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

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)-NOT APPLICABLE

Certification of Bonding Ability Instructions:

(Not Applicable According to Appendix B. Insurance Requirements)

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

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

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (“**Offeror**”) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only**: The Surety states that Offeror’s uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety’s statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror’s security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-8707, Fleet Management Software System**:

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

Dated the _____ day of _____, 20__.

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: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

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

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

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

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least four (4) references using the below-referenced format. The City is interested in reviewing references from other entities for which the Vendor has implemented a Fleet Management system within the past ten (10) years.

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title: _____

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services: _____

Total Amount of Contract Including Change Orders: _____

Proponent's Role and Responsibilities: _____

Current Completion Status: _____

(Use the Same Format to Provide the Additional References)

Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"
(FORM 8)

Proposal Bond-NOT APPLICABLE (Page 1 of 2)

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 either: [i] _____ Dollars and Cents (\$ _____); or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER**; 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** a Proposal;

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

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) 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.

Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"
(FORM 8)

Proposal Bond-NOT APPLICABLE (Page 2 of 2)

(NOT APPLICABLE TO THIS SOLICITATION)

Enclosed is a Proposal Bond in the approved form, in the amount of either:

[i] _____ Dollars and Cents
(\$ _____), being in the amount of 5% of the CONTRACT Sum; or

[ii] 5% of PRINCIPAL'S Proposal amount for _____
_____. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) 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 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: _____

Surety:
Name: _____
By: _____
Name: _____
Title: _____

Required Submittal (FORM 9)

Required Submittal Checklist

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

Submit one (1) Original Proposal, signed and dated, and ten (10) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure. 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.

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

Item Number	Required Proposal Submittal Check Sheet	Check ()
1	Part I – Instruction to Proponents (Proposal Guarantee Not Applicable)	()
2	Appendix A - Office of Contract Compliance (Required Submittals Included)	()
3	Part IV, Section 2 – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to: Form 1; Illegal Immigration Reform and Enforcement Act Forms; Form 2; Disclosure Form and Questionnaire; Form 3; Proponent Financial Disclosure including Financial Statements; Form 4.1; Certification of Insurance Ability; Form 4.2; Certification of Bonding Ability (Not Applicable); Form 5; Acknowledgment of Addenda; Form 6; Proponent Contact Directory; Form 7; Reference List; Form 8; Proposal Bond (Not Applicable); and Form 9; Required Submittal Checklist.	()
4	Proponent's Official Company Name: Company Physical Address:	
5	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
6	Primary Point-of-Contact Concerning RFP: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

Part 5

Draft Master Technology Agreement

MASTER TECHNOLOGY AGREEMENT

FC-8707, Fleet Management Software System

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

Contract Name: Fleet Management Software System	Contract No. FC-8707
Service Provider	City of Atlanta
Name:	Using Agency: Department of Public Works
Address:	Address: 55 Trinity Ave. Atlanta Ga. 30303
Phone:	Phone:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Provider the Support and Maintenance Services described on the Statements of Work attached as **Exhibit A-Services and Additional Compensation Terms**. The total amount of payments by City under this Agreement shall not exceed \$ _____ (“Master Maximum Payment”).

2. Term.

2.1 **Initial Term.** The initial term of this Agreement will be five (5) years. This Agreement shall commence on the Effective Date and end on [TBD]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

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

2.2.1 If 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 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 (5) five days of such enactment, 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.

Subject to the terms of this Agreement, this Agreement shall commence on the Effective Date and end on the date that is set forth on any Statement of Work pursuant to the Section entitled "Services" (the "Term").

3. Interpretation.

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

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

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
Exhibit A.1--Cost Proposal
4. Exhibit B – Definitions
5. Exhibit C --Legislation
6. Exhibit D - City Security Policies
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Office of Contract Compliance Requirements
9. Appendix B - Insurance and Bonding Requirements
10. Appendix C-Additional Contract Documents

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

5. Services.

5.1 Statement of Work. The Statement of Work shall contain, as applicable: **(a)** a reference to this Agreement; **(b)** a detailed description of the Services to be provided, together with all Work Product applicable to the Services; **(c)** a detailed milestone, delivery, service availability, and completion schedule applicable to the Services ("Milestone Schedule"); **(d)** detailed Requirements describing and defining the relevant design, functional, operational and performance characteristics, standards and criteria applicable to the development, delivery and performance of the Services, including applicable Service Levels and Service Level credits and other performance criteria; **(e)** the location where the Services are to be performed and a detailed list of all equipment, software, Facilities and names or positions of Provider Personnel required to provide the Services ("Resources"); **(f)** the Charges for the Services and the schedule on which such Charges will be invoiced, the Statement of Work maximum payment and, as applicable, regular and overtime hourly rates; **(g)** City's special conditions of acceptance for the Services

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

and Work Product, if any; **(h)** the identity of the key Provider Personnel and City personnel for the Services; and **(i)** any additional provisions applicable to the Services to be provided under the Statement of Work that are required by this Agreement to be addressed and are not otherwise set forth in this Agreement. If any services to be performed are not specifically described in the Statement of Work, as applicable, but are a necessary component of providing the Services, those services, functions, or tasks will be deemed to be implied in the scope of the Services to the same extent as if specifically described in such Statement of Work.

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

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

6. Change Documents.

6.1 Change Documents.

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

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

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

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

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

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

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

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

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

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

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

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

suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension if applicable.

7. (reserved)

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

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

9. **Provider's Obligations.**

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

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

9.3 (reserved)

9.4 **Subcontracting.** Unless specifically authorized in this Agreement, Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Provider shall: (i) be responsible for the performance of Services

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

9.5 Reports. Provider shall provide reports after major incidents when requested by City. Such report shall describe the problems and any corrective action that needs to be taken in the future to avoid another such occurrence.

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

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

10. City's Authorized Representative.

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

11. Payment Procedures.

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

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

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

11.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Master Maximum Payment for all Services under the Statements of Work nor shall City be obligated to pay any amount in excess of the Statement of Work maximum payment.

11.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

Notwithstanding the forgoing, unless otherwise provided in the Statement of Work, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

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

11.7 (reserved)

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

12.1 Authority. Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Provider is a party that may restrain or question this Agreement or the provision of Services by Provider is pending or threatened.

12.2 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.

12.3 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.

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

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

12.6 No Viruses. All Services and Software, if any, provided by Provider shall be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious

instructions, that can disrupt, erase, disable, shut down, or otherwise damage any part of a computer system.

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

12.8 Remedies for Defects. Upon notification from City of a breach of Section, Provider will immediately correct and repair any such breach at no charge to City.

13. Compliance with Laws.

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

13.2 (reserved)

13.3 Consents, Licenses and Permits. Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits such as a business license required of Provider as of the effective date of the Agreement to be authorized to perform Services under this Agreement.

14. Confidential Information.

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

14.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (a) a subpoena; (b) judicial or administrative order; or (c) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information

to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: (a) seek a protective order preventing such disclosure; or (b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

15. Audit and Inspection Rights.

15.1 (reserved)

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

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

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

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

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

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

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

17. **Intellectual Property Indemnification by Provider.** Provider shall defend, indemnify and hold harmless City Indemnitees, from and against any and all Losses arising from Third Party Claims that the Deliverables or Software or any other item, provided or used under this Agreement by Provider (or any Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Deliverables or Software provided by Provider infringes or misappropriates the Intellectual Property Rights of a third Party. If any Deliverable, Software or other item provided by Provider hereunder is held to constitute, or in Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (a) procure the right for City Indemnitees to continue using such Deliverable, Software or other item; (b) replace such Deliverable, Software or other item with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; (c) modify such Deliverable, Software or other item, or have such Deliverable, Software or other item modified, to make it non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Deliverable, Software or other item; or (d) create a feasible workaround that would not have any adverse impact on City.

18. **Limitation of Liability.**

18.1 **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 "GENERAL 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.

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

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

20. **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.

21. Termination.

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

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

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

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

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

21.2 (reserved)

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

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

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

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

22. Dispute Resolution.

22.1 All disputes under the Contract Documents or concerning the Services shall be resolved under this Section and **Exhibit E-Dispute Resolution Procedures**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement terminates or expires and except to the extent the issue in dispute precludes performance.

22.2 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.

22.3 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.

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

23. General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on Following Page.]

CITY OF ATLANTA

[SERVICE PROVIDER]:

By: _____
Mayor

By: _____
President/Vice President

ATTEST:

ATTEST:

Municipal Clerk (Seal)

Corporate Secretary/ Asst. Secretary
(affix seal)

RECOMMENDED:

Commissioner, Department of Public Works

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

Assistant City Attorney

Signature Block Options for Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

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

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

Exhibit A
Scope of Services

**Exhibit A- Scope of Services
FC-8707 Fleet Management Software System
DPW- Fleet Services**

Instructions:

Proponents must answer all line items regarding the Scope of Services within this Solicitation document. The Proponent will provide answers within *Appendix E- Additional Required Submittals* of this Solicitation document. The Proponent must identify as compliant or non-compliant for each specification listed below (answers must be completed on *Appendix E- Additional Required Submittals FORMS ONLY*). If a proponent is non-compliant on any line item a detailed reason for the non-compliance is required; only the first 13 (1-13) specifications listed below (also listed and labeled on *Appendix E- Additional Required Submittals*) require compliance in order to be deemed responsive.

GENERAL
The software must run on Windows 7 or greater. (Proponent must meet this specification to be deemed responsive)
The software must be able to be installed on a virtual machine within the AIM environment or privatized cloud solution. (Proponent must meet this requirement to be deemed responsive)
The software must have ability of two factor authentication for users. (Proponent must meet this requirement to be deemed responsive)
The proposed software can operate on Server 2012 or Linux based. (Proponent must meet this requirement to be deemed responsive)
The software should be portable and can easily be moved from one operating system/hardware platform to another. (Proponent must meet this requirement to be deemed responsive)
The software must be compatible with Internet Explorer 10 or greater. (Proponent must meet this requirement to be deemed responsive)
The software must provide means to support ODBC connections for custom reporting. (Proponent must meet this requirement to be deemed responsive)
The software must be able to handle multiple concurrent users accessing the system and be able to work with SQL or Oracle. (Proponent must meet this requirement to be deemed responsive)

The software must have the ability to operate seamlessly within both Intranet and Internet environments.

(Proponent must meet this requirement to be deemed responsive)

The software must be able to interface with the current Fuel Management system or offer both a Fleet and Fuel Management system.

(Proponent must meet this requirement to be deemed responsive)

The system must be a real-time application, thus updating all files as the transaction occurs, not in a batch mode. However, electronic fuel transfers may operate in a batch mode. The system must be fully integrated, thus no data will be entered separately into two different software modules.

(Proponent must meet this requirement to be deemed responsive)

The software solution must have software that can be monitored and managed remotely within a secure environment.

(Proponent must meet this requirement to be deemed responsive)

The software solution must provide a structured proof of concept.

(Proponent must meet this requirement to be deemed responsive)

The software must have the ability to support real-time vehicle location and real-time telematics.

(Respondent must identify compliance or non-compliance with the above specification; if non-compliant a comment must be provided)

SYSTEMS FEATURES

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided)

On-Line Help. The software must have context sensitive help that can be easily accessed using a function key. This must include comprehensive documentation that includes reports, data entry, and display screens.

Print-it Feature. The software must have the capability of viewing all reports on the screen, then choosing or not choosing to print the report. The user must be able to view the entire report by either condensing the size of the print on the screen or by using designated keystrokes to move up/down, right/left.

User Security. The software must have an optional security system by user ID and

password. Each user ID has access to functions in the system they are given rights to.

SUPPORT PROGRAM

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Technical Support. The vendor must provide an 800-number that the user can call on an unlimited basis for questions about the software and about fleet operations. The vendor must use diligence in providing answers to customer concerns. The support staff must be available for at least 12 hours per day.

The support staff must have experience in fleet management, preferably to have worked with the software as an end-user. The staff must have knowledge in WINDOWS and UNIX operating systems, and have knowledge of fleet operations. The technical support staff must have FAX, Modem, and Internet capabilities.

Enhancement Program. The vendor will provide software enhancements free of charge whenever released.

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SYSTEM PARAMETERS

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

The software must have a number of system parameters designed to allow the user to define certain features and to determine if a number of these features will be used. The following parameters should be included:

Facility. The user can define up to a minimum of 999 different facilities/companies with separate parts inventories, mechanics, and cost reports.

Customer Billing. Option allows customers to have their own labor, tires, and parts markups, and tax rates

Work Order Reason Codes. Option allows the user to track the reason a work order

is opened; user definable up to 99 codes.

Shop Codes on WO's. Option allowing the user to assign shop numbers on a work order.

Part Pick List. Option compiles a list of parts needed for preventative maintenance and other repairs that will print with the work order.

VEHICLE INVENTORY

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

At least an 8 Character Alphanumeric Vehicle Number

At least a 4 Character Alphanumeric Department Field
Year, Make, Model Fields

Vehicle Size Classifications: L=Light , M=Medium, H=Heavy, T=Trailer, O=Other

Location – at least a 20 Digit Alphanumeric Field

Registration Number

Serial Number

Operator

Main Odometer Unit Selection of: Miles, Hours, Units, Kilometers, or Gallons

Each vehicle can be assigned up to 4 alternate meters.

Purchase Date

In-Service Date

Engine Make

Engine Model

Transmission Make

Transmission Model
Rear End Cap
Tons
Front Axle
Wheel Size
Tire size
Tire, ply, etc.
Psi
State of Inspection
Unit GWW
Wheel Base
Alternator Make, Alternator Amps
Brake
Steering
Spec Body Make, Spec Body Model, Spec Equipment
Purchase Price, Current Value, Trade in Value
Licensing, Insurance, and Depreciation fixed cost fields
License Expiration – Period
At least 20 User Definable fields
Oil Part Number and Quart Capacity
Transmission Fluid Part Number and Quart Capacity
Tire Count/Max

Service Notes: Minimum of 60 Characters to print on PM Due Report
Tank Capacity, Vehicle Average MPG
Highway Tax
Assigned Driver - 15 digit alphanumeric field
PM scheduling for over 100 types of PMs specific to each vehicle
PM scheduling by time and/or miles, hours, kilometers, units, gallons and alternate meters
PM part kit identification number for each PM
The ability to include 1 PM or more within another (nesting).
State Inspection Scheduling
The ability to assign unlimited pieces of equipment to a vehicle. For example CB Radios, Wheel Chair Lifts, ect.
Unlimited notes attached to each vehicle.
The ability to track fuel taxes on a vehicle
The ability to display the vehicle/equipment master record by vehicle number, VIN number, registration number or license plate number.
A vehicle's facility, department, number, class, or location can be changed at any time. All history must be transferred with the vehicle.
A vehicle's customer number may be changed at any time. All repair history must remain with the customer assigned at the time the repair is done.
Any vehicle master record can be copied to another so only information that is different will need to be entered.
A vehicle warranty system must be available to track bumper-to-bumper warranties.
The vehicle warranty system must also track component warranties by VMRS code, for original equipment warranties, dealer extended warranties, or repairs done by outside vendors. Enter hours/miles and/or months of warranties.

The vehicle warranty system must integrate with the system's work order process by immediately flagging warranty repairs.

The system must have an odometer change routine that is used when an odometer breaks or rolls over. This routine allows the system to track the life miles of a vehicle even if the odometer reading is different.

The odometer change routine automatically adjusts and updates the preventative maintenance schedule for a vehicle.

Preventative maintenance due reports can sort on vehicle number, vehicle location, and vehicle department fields.

Preventative maintenance reports can be selected to print or view PM's due within a specified date range.

Preventative maintenance reports can be selected to print all PM levels due or a single PM level.

Preventative maintenance due reports can be selected on: past due, now due, due with the next "X" days, and/or next X miles, hours, or gallons.

The system can print and e-mail preventative maintenance notification cards.

PM completion is automatically posted through the Work Order Module and/or by a special posting routine.

Vehicle Cost Reports

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Repair history reports are available that can be sorted by department or vehicle and by a range of repair codes and dates. It will print major repair categories and list detail repair data that includes the description, parts and labor costs, for each vehicle.

The repair history report will summarize parts and labor cost totals and percentages of expenditure for each major repair category. It will also print the cost per mile of each major repair code for the current period, year-to-date, or life-to-date of the vehicle.

Cost per mile/hour reports are available by dept., vehicle, or make/yr. Prints period, year-to-date, life-to-date figures. Prints cost per mile/hour for tires, maintenance, miles per quart of oil. Prints license, insurance, depreciation expenses and fixed cost

per mile, miles/hours per gallon.

The cost per mile/hour reports produce totals for the range of vehicles specified and sub-totals for each department.

Total Cost Reports. Sorts by department, and/or vehicle. Prints period, year-to-date, life-to-date figures. Prints miles driven, gallons of fuel consumed, oil usage, tire cost, labor hours and cost, outside repairs, total repair costs, total maintenance cost, breakdowns, and utilization. Can group costs by repair reason or type.

Fleet Cost Reporting. Calculates burdened hourly shop labor rate using data collected such as direct labor hours plus user-defined data of other costs.

Fuel Interface

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Fuel Entry. Input miles/hours, gallons, date, state, days utilized, cost of fuel if outside vendor, quarts of oil. Automatically relieves fuel inventory, updates odometer readings and PM schedules.

Pumps and Tanks. System includes a complete fuel inventory module to record stick readings, pump readings, identify variances in inventory, accept fuel deliveries, and execute pump to tank transfers.

Revenue/Misc Cost Entry. Ability to enter total revenues and miscellaneous costs per vehicle one time per period.

Fuel Tax Reporting. State tax rates are entered. System accumulates and reports on state taxes by vehicle and state.

Electronic Fuel Interface. Software shall accept data from an Electronic Fueling system and use this data to update associated files. Any fueling system is acceptable as long as data is in a transaction based Flat ASCII format.

Parts Inventory

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Fully integrates with work orders.

At least a 25 character alpha-numeric part number.

Minimum of 10 vendors for each part with corresponding cross-reference numbers, manufacturer, and last price paid.

At least a 6 character alpha-numeric bin location.

Average price costing method with the ability to use LIFO or FIFO.

Ability to mark up average price by user-defined percentage for an individual part.

Ability to lock in part price charged to a vehicle regardless of the average price.

Ability to mark up non-inventory parts by a user-defined percentage.

Ability to flag a part as either a stocking or non-stocking part.

Ability to assign up to eight, four-character fits codes for each part. This allows the

user to print a list of parts that fit on a vehicle type.
Up to 5 stocking locations per facility.
Tracks accumulated parts usage per period and year to date.
The option of user-defined reorder points and quantities or system-adjusted reorder points and quantities on a part-by-part basis.
The system allows for 8 price/stocking levels to define maximum quantities of inventory parts. These figures are used in the calculation of system-adjusted reorder points.
System displays the current on-order quantity
Back order quantity.
Last invoice number and date.
Part types: part, oil, tire, fuel, antifreeze, nfr
Tracks part warranties by miles/hours and/or months.
Tracks component failure statistics by miles/hours and/or months.
Part renumber utility.
Part kits: Up to 20 parts with associated quantities.
Ability to take inventory using barcoding and a handheld data collection device. Data collected can be downloaded into parts inventory, compared to quantities-on-hand and adjusted simultaneously.
Ability to adjust parts inventory or back out a transaction.
Ability to print regular or barcode tags for parts or bins.
Ability to read vendor barcodes.
Purchase Orders
For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided
Automatic parts requisitioning when inventory falls below reorder point. User has option of min/max method or reorder quantity method of reordering.
Parts on requisition can be edited to change vendor, price and quantity.
Purchase orders can be automatically created from edited or non-edited requisitions for all vendors or a specific vendor.
Blanket PO's are available, with up to a minimum of 999 extensions, budget, budget used, running balance, current extension, first extension, PO start and expiration dates, prior blanket PO for vendor.
Ability to create purchase orders for non-stock parts and non-file parts.
Ability to add a part record on the fly in purchase orders.
Ability to receive purchase order quantities on a line-by-line basis or in total.
Ability to post to back order partially received purchase orders.
Part record is automatically updated if price received is different from order price.
On Order/Back Order List is available.
Purchase order summary report is available by purchase order number or by vendor.

Report lists purchase order number, create date, received date, shiptime, order from facility, order for facility, vendor number and abbreviation, purchase order cost, and status.

Part Inventory Lists

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

By Part Number.

By Fit Code.

By Cross Reference Part Number.

By Vendor.

Non-Stock Parts

By Bin Location.

By Part Name.

Part-Kit List.

Distribution List: For inventory purposes; Prints by bin location, all parts or just stocking parts, print with quantity-on-hand or with blank quantities, with or without barcodes.

Parts Management Reports

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Low use report prints parts on file with 1-13 consecutive periods of zero use.

Low use report prints parts on file by last 1-13 consecutive periods of zero use.

General use report by vendor or part number. Report lists quantities used per part per period.

Inventory Balance Report.

Parts adjustment report.

Purchase order transaction report by part number or date. This report prints the part number, purchase date, part description, vendor, quantity purchased, purchase order number, part cost, and extended total.

Parts usage by work order. This report lists for a single parts or all parts, the repair order, vehicle, part number, repair code, transaction date, quantity, price and total charged to a work order.

Part failure analysis. Prints where in the life cycle each trackable/warranty part fails by miles and/or months, for the period, year, and life-to-date.

Warranty reporting by part or vehicle number.

Vendor Information

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Vendor Number (minimum 10 numeric digits).

Vendor Abbreviation (minimum 10 alpha).

Name, Address, City, State, Zip.

Vendor Phone Number, Contact.

Vendor Terms.

Pay Due Dates.

Discount Due Dates.

Discount Percentage.

Ships Via, Total Ship Days.

Tax ID#, F.O.B. Point.

Legal Status.

Disadvantages Business?

Certified Disadvantaged Business?

Type Disadvantaged Business.

Last Purchase Date.

Year-to-date purchases.

Total PO's.

Annual (blanket) PO# and Extension.

PO Budget, PO Budget Used, PO Running Balance.

Oldest Open Extension.

Annual (blanket) PO Expiration Date.

Prior Blanket PO Number.

Fax Number.

Average Ship Days (accumulated by system).

Driver Reporting Module

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

The software must include a Driver Input feature for reporting vehicle deficiencies (VDR).

The software must come pre-loaded with component, condition and location codes which can be customized by the user.

Within an individual component description, the system must allow for numerous subsets for the condition and location, which are used to help describe and locate the problems reported by drivers

This feature must include drop down lists for each of the following components or area where a problem might be reported:
Type of Inspection: i.e. (Pre Trip, Post Trip)
Component Codes
Condition
Location
Status: i.e. (Operable, Inoperable)
Notes
Each inspection must represent a single VDR submitted by a driver and allow for several reported items.
The software must include a feature to create auto-generating work orders from the VDRs
The review feature must include the following options:
Display a list of VDR defect inspections
Get previous/next inspection
Edit / view a defect
Create /assign work orders to defects.
Display the work order assigned to the defects.
Close a defect.
The software must display a color on the screen during the review to represent Status. The Status color signifies the severity of the problem:
A RED status represents an <i>Inoperable</i> status, which is usually related to safety and drivability of the vehicle.
A YELLOW status represents an <i>Operable</i> status, in which case the vehicle is still considered safe to operate but the driver is bringing attention to a defect.
The software must have the ability to set the following Default Work Order Codes. These defaults will be used when the work order is generated within the Driver Reports-module:
Priority Codes: Priority codes determine the importance of a work order—the lower the priority number, the higher the priority.
Reason Code: Reason codes are used to indicate the source of the repair request such as driver reports, PMs, breakdowns, etc.
Repair Type Code: Repair type codes indicate what type of work is to be performed by mechanics (e.g. check, repair, replace).
The software must include the ability to “learn” and remember VMRS codes for particular vehicle problems, so the second time the same problem is reported, whether it’s for the same or different vehicle, the system recalls the previously assigned VMRS code and automatically uses it when generating the work order.
The software must include the ability to search open work orders for the vehicle to see if there is an open line for assigned repair code. If a work order is found for this vehicle that addresses the reported item the duplicate VDR is linked to the existing work order without creating a new work order.
The software must include the ability to view work order details for pending or

completed items.

Once the work order is completed, the software must automatically update the VDR status code to closed.

When closing the VDR defect line the software must prompt for a "Reason for Closing" and allow the user to select the reason from a pulldown:

Defect need not be repaired for safe operation

Invalid or incomplete component/condition information reported

Driver responsibility

Defect repaired

Quick repair

Work Orders

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

The software must use VMRS format to specify labor codes. The software has the capability of defining difficulty factors that allow the user to designate a up to 5 different time estimates for a single labor code depending on how difficult a task is on a specific vehicle or vehicle class.

Capability of processing work orders in both real time or batch mode.

Use of VMRS Repair Codes, 3 digit, 6 digit, or 9 digit level.

Easy access to vehicle master file from work order processing.

Job related repair history displays when building or processing a work order.

Access to all repair history on file when building or processing a work order.

PM's due will display when building a work order.

VMRS, vehicle, customer, vendor, mechanics, parts look-up help screens throughout.

Tracks outside repairs including vendor, purchase order number, outside parts, and outside labor.

Ability to create template work orders to use over and over again with a unlimited checklist.

Optional repair order priority codes – minimum 9 user defined.

Optional work order reason codes – minimum 99 user defined.

Optional work accomplished codes – unlimited.

Optional work order line cause codes – unlimited.

Work description codes – unlimited.

Indirect Labor codes – minimum 10 user defined.

Shop codes.

Ability to edit codes once entered.

Ability to change work order post date.

Up to 99 repair lines per work order.

Up to 5 lines (300 characters) notes per each work order line.

Up to 3 lines (180 characters) master notes when closing work order.
Ability to add part record on-the-fly.
Fully integrated parts module, automatic depletion of inventory when part is posted.
Parts and labor warranty credits can be entered.
User has the option of accepting the current odometer reading of a vehicle when creating a work order or requiring entry of an odometer reading.
User has option of system sequentially numbering work orders or assigning their own.
User has the option to allow the override of the mechanic's labor rate, part cost or tire cost during work order post routine.
Work order post routine updates vehicle history, cost reports, mechanic productivity, and repair order transaction files.
Open work order line report is available by work order priority code or create date. This report prints each open work order line, when it was last updated, the posted parts amount, labor amount and labor hours.
A work order scheduling report is available by shop code, open work orders (yes or no). This report sorts by priority code, and prints the work order number, vehicle, customer, create date, number of jobs scheduled, number of jobs complete, and scheduled hours.
The system can print, sort, and total work order by number, date, or customer, and select open, closed, or both.
Paperless Shop Module
For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided
Paperless Shop uses computer workstations in a real-time mode on the shop floor.
Mechanics clock on and off assigned jobs and indirect jobs such as fueling vehicles, or cleaning shop floor, at the mechanic workstation.
An unlimited number of jobs can be assigned to each mechanic.
The system calculates the actual time spent on a job, tracking the mechanic's entire work day.
The mechanic can clock off a job prior to its completion, start another job, then clock back on a previous job. The system will accumulate the total time spent.
Mechanics and/or parts personnel can be given the rights to post parts used on a job, including tires.
Mechanics and/or parts personnel can use a barcode reader to post parts on a work order in paperless shop.
Management personnel can add, delete, and reprioritize jobs assigned to a mechanic throughout the workday.
The system is tracking the actual time spent on the job versus the estimated time. The program is keeping all records up-to-date and accurate in a real-time mode.

Customer Notifications Module

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Software shall provide notifications to customers via text and/or email

Customer Service Module

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

Software allows customers to open work order and service requests from remote locations.

Image Viewer

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

The software must have the ability to attach and view from within the software any text or image file.

The image viewer can be used to attach files to the following areas of the software:

Parts: MSDS sheets, schematics, warranties

Vehicles: Photo, accident damage picture, accident report, original specs

Vendors: Warranties, return policies, location, product lines, pricing structure

Facilities: Photo, map/directions, shop and building layout

Customers: Contracts, payment history, capitalization approvals

Departments: Building layouts and schematics, correspondence, contracts

Purchase Orders: Signed receipts, invoices, credit slips

Work Orders: Damage photos and reports, modification approvals, old part pictures

Estimate Work Orders: Photos, signed agreement, additional notes

Tools: Photo, schematics, warranty

Tires: Warranty, photo

Employees: Application, certificates, drivers license, insurance

Mounted Equipment: Photo installed, schematics, warranty

Fuel Pumps & Tanks: UST information, pressure tests, certifications, schematics

Motor Pool Reservations: Accident damages, photos, signed contracts, drivers license, insurance

Messaging Module

For this section proponent must identify compliance or non-compliance with each specification listed below; if non-compliant a comment must be provided

The software must allow the user to send and receive messages to and from other employees within the software. The Messaging module must not require a MAPI mail system—it should be local only to the Fleet Maintenance application so the user does not need to setup each of the employees with internet e-mail capabilities.

Messages sent to an employee will notify the user upon logging into the Fleet Maintenance software system, and/or returning to the main menu.

Once read the message can be replied to and/or deleted.

This option also must allow the user to send a message to an individual or a group of users

Exhibit A.1
Cost Proposal

Exhibit A.1 - Cost Proposal

FC-8707, Fleet Management Software System

Instructions for Completing Cost Proposal Forms:

Proponents are required to submit a fixed pricing model for their proposed Software System (to include the initial purchase, installation and all costs associated with the first year). The Cost Proposal must be submitted on the City of Atlanta forms that have been provided herein. The City will evaluate costs based on the Total Fixed Software Proposal amount and Extended Pricing Options. The City will grant some consideration for evaluation purposes as it relates to additional or Innovative System Options outlined within your proposal. Proponents are encouraged to develop their most competitive cost proposals, and points will be granted on a scale of 1-10 based on the City's predetermined evaluation criteria. Extended Pricing Options will be scored for evaluation purposes; however Proponents should be aware that the City reserves the right to negotiate all extended pricing options during the negotiation phase of the procurement process.

Please be mindful, Proponents must complete all columns and rows for all pricing scenarios, in order to be deemed responsive. Should the Proponents proposal not require an additional cost for services rendered beyond the first year, the Proponent is required to place a Not Applicable notation in all spaces. A blank response is unacceptable on any line item on page two or three of this cost proposal.

Exhibit A.1 - Cost Proposal (Page 2 of 3)
FC-8707, Fleet Management Software System

Cost Proposal:

Fleet Management System (Full System Purchase) 6,000 units (one time fixed cost)	\$ _____
Fleet Management System (Vendor Hosted) 6,000 units (fixed cost for first year only)	\$ _____
Installation and Data Conversion (one time cost)	\$ _____
Onsite Training (Based on how many workers _____) - Number of hours _____ (initial setup fixed fee only)	\$ _____
Concurrent Users - # of users _____ (first year only)	\$ _____
Fueling Interface (first year only)	\$ _____
Image Viewer and uploading (first year only)	\$ _____
Dashboard/KPI (first year only)	\$ _____
Paperless Functionality (first year only)	\$ _____
Messaging (first year only)	\$ _____
Customer Notifications (first year only)	\$ _____
Customer Billing (first year only)	\$ _____
Software Upgrades (first year only)	\$ _____
Maintenance Fee (first year only)	\$ _____
Support and Service Fee (first year only)	\$ _____
Total Fixed Software Proposal(First-Year only)	\$ _____

Exhibit A.1 - Cost Proposal (Page 3 of 3)

FC-8707, Fleet Management Software System

Extended Pricing Options: The Proponent must identify fixed pricing options for all pricing allocations that may be imposed on the City after the first year. Please be mindful, Proponents must complete all columns and rows for all pricing scenarios, in order to be deemed responsive. Should the Proponents proposal not require an additional cost for services rendered beyond the first year, the Proponent is required to place a *Not Applicable* notation in all spaces. There is no place on page two or three of this Cost Proposal, where a blank response is acceptable.

	Year 2	Year 3	Year 4	Year 5
Fleet Management System (annual lease price)	\$	\$	\$	\$
Fleet Management System (Vendor Hosted) 6,000 units (annual hosting price)	\$	\$	\$	\$
Concurrent Users - # of users _____ (after first year)	\$	\$	\$	\$
Fueling Interface (after first year)	\$	\$	\$	\$
Dashboard/KPI (after first year)	\$	\$	\$	\$
Paperless Functionality (after first year)	\$	\$	\$	\$
Messaging (after first year)	\$	\$	\$	\$
Customer Notifications (after first year)	\$	\$	\$	\$
Customer Billing (after first year)	\$	\$	\$	\$
Maintenance Fee (after first year)	\$	\$	\$	\$
Support & Service Fee (after first year)	\$	\$	\$	\$
Total: (Place the total price for each year in the correct column)	\$			

GRAND TOTAL (Place the grand total from years 2-5 on the line below):

Available (Additional or Innovative) Options:

Name	Description (Explain the function, benefit to the City, and any additional helpful descriptions; please add an additional page if necessary to explain the item(s))	Fixed Cost	Term Associate With Fixed Cost

EXHIBIT B
DEFINITIONS

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Personal Data” means data which relate to a living individual who can be identified: **(a)** from those data or **(b)** from those data and other information which is in the possession of, or is likely to come into the possession of Provider, and includes any expression of opinion about the

individual and any indication of the intentions of Provider or any other person in respect of the individual.

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

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

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

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

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

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

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

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

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

EXHIBIT C
AUTHORIZING LEGISLATION

To be inserted in Final Agreement

EXHIBIT D
CITY SECURITY POLICIES

	CITY OF ATLANTA	<i>Control ID</i>	IS-C022007v1
		<i>Effective Date</i>	3/22/2007
VENDOR ACCESS POLICY		<i>Revision Number</i>	1.3
		<i>Revision Date</i>	11/10/2014
		<i>Approved By</i>	Kasim Reed, Mayor
		<i>POC for Changes</i>	Edmund X. Peters, Chief Security Officer

1. OVERVIEW

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

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

2. PURPOSE

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

3. SCOPE

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

4. RELATION TO LAWS AND OTHER POLICIES

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

5. DEFINITIONS

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

Authorized User

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

Electronic Communications

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

Electronic Communications Resources

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

Vendor

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

6. CONFIDENTIALITY

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

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

7. IDENTIFICATION BADGE REQUIREMENTS

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

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

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

8. USAGE RULES

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

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

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

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

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

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

Vendor access as an Authorized User must be uniquely identifiable and subject to recordation. At a minimum, all Vendor access occurrences must be entered into a log and readily available to the Office of Information Security (INFOSEC) or designated City personnel upon request. Logs must

include, but are not limited to, occurrences such as Vendor access times and dates, personnel changes, password changes, project milestones, and business deliverables.

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

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

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

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

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

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

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

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

9. CONNECTION OF NON-CITY EQUIPMENT

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

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

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

- Must encrypt any City sensitive information contained on the computer with City approved standard encryption software.

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

10. SERVER DEPLOYMENT

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

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

11. REMOTE ACCESS/VPN

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

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

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

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

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

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

12. REPORTING, VIOLATIONS AND ENFORCEMENT

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

13. UNAUTHORIZED USERS

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

EFFECTIVE DATE: **March 22, 2007**

AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE

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

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

Name of Authorized User (Print)

Title

Company

Signature of Authorized User

Date

Exhibit E
Dispute Resolution Procedures

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

1. If 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, Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Provider's claim, provide written notice of its claim to City. If Provider fails to give timely notice as required by this subsection or if Provider commences any alleged additional work without first providing notice, 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 Provider's written notice to City is required under this subsection, Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 6.1 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, 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 Provider Authorized Representative and City Authorized Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**Appendix A
OCC Requirements**

(To be included by way of an addendum)

APPENDIX B
INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE REQUIREMENTS
FC-8707, Fleet Management Software System

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

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

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

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

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

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

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

6. Certificate Holder

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

7. Project Number & Name

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

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

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

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self Insured Retentions, Deductibles or Similar Obligations

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

11. Task Order

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

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

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

C. Commercial General Liability Insurance

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

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

D. Commercial Automobile Liability Insurance

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

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

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

E. Network Security and Privacy Policy or Equivalent

Contractor/Consultant shall procure and maintain a Network Privacy and Security Policy in an amount not less than \$5,000,000, covering at a minimum:

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

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

Appendix C
General Conditions
(Not Applicable)

Appendix D
Special Conditions
(Not Applicable)

Appendix E
Additional Required Submittals
System Functionality and Requirements

**Appendix E
Additional Required Submittals
System Functionalities and Requirements**

FLEET MANAGEMENT SOFTWARE				
ITEM #	Specifications	Vendor Response		Vendor Non-Compliance Comment
	The Proponent is required on each specification below to identify as compliant or non-compliant; if a Proponent is non-compliant, a detailed reason for the non-compliance is required. A Proponent will automatically be deemed non-responsive if they are non-compliant with specifications (1-13) listed in the first section of this document labeled as General.	Comply	Non Comply	
General				
1.	The software must run on Windows 7 or greater. (Respondent must meet this specification to be deemed responsive)			
2.	The software must be able to be installed on a virtual machine within the AIM environment or privatized cloud solution. (Respondent must meet this specification to be deemed responsive)			
3.	The software must have ability of two factor authentication for users. (Respondent must meet this specification to be deemed responsive)			
4.	The proposed software can operate on Server 2012 or Linux based. (Respondent must meet this specification to be deemed responsive)			
5.	The software should be portable and can easily be moved from one operating system/hardware platform to another. (Respondent must meet this specification to be deemed responsive)			
6.	The software must be compatible with Internet Explorer 10 or greater. (Respondent must meet this specification to be deemed responsive)			
7.	The software must provide means to support ODBC connections for custom reporting. (Respondent must meet this specification to be deemed responsive)			
8.	The software must be able to handle multiple concurrent users accessing the system and be able to work with SQL or Oracle. (Respondent must meet this specification to be deemed responsive)			
9.	The software must have the ability to operate seamlessly within both Intranet and Internet environments.			

FLEET MANAGEMENT SOFTWARE

ITEM #	Specifications The Proponent is required on each specification below to identify as compliant or non-compliant; if a Proponent is non-compliant, a detailed reason for the non-compliance is required. A Proponent will automatically be deemed non-responsive if they are non-compliant with specifications (1-13) listed in the first section of this document labeled as General.	Vendor Response		Vendor Non-Compliance Comment
		Comply	Non Comply	
	(Respondent must meet this specification to be deemed responsive)			
10.	The software must be able to interface with the current Fuel Management system or offer both a Fleet and Fuel Management system. (Respondent must meet this specification to be deemed responsive)			
11.	The system must be a real-time application, thus updating all files as the transaction occurs, not in a batch mode. However, electronic fuel transfers may operate in a batch mode. The system must be fully integrated, thus no data will be entered separately into two different software modules. (Respondent must meet this specification to be deemed responsive)			
12.	The software solution must have software that can be monitored and managed remotely within a secure environment. (Respondent must meet this specification to be deemed responsive)			
13.	The software solution must provide a structured proof of concept. (Respondent must meet this specification to be deemed responsive)			
14.	The software must have the ability to support real-time vehicle location and real-time telematics.			
Systems Features				
1.	On-Line Help. The software must have context sensitive help that can be easily accessed using a function key. This must include comprehensive documentation that includes reports, data entry, and display screens.			
2.	Print-it Feature. The software must have the capability of viewing all reports on the screen, then choosing or not choosing to print the report. The user must be able to view the entire report by either condensing the size of the print on the screen or by using designated keystrokes to move up/down, right/left.			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
3	User Security. The software must have an optional security system by user ID and password. Each user ID has access to functions in the system they are given rights to.			
Support Program				
1.	Technical Support. The vendor must provide an 800-number that the user can call on an unlimited basis for questions about the software and about fleet operations. The vendor must use diligence in providing answers to customer concerns. The support staff must be available for at least 12 hours per day.			
2.	The support staff must have experience in fleet management, preferably to have worked with the software as an end-user. The staff must have knowledge in WINDOWS and UNIX operating systems, and have knowledge of fleet operations. The technical support staff must have FAX, Modem, and Internet capabilities.			
3	Enhancement Program. The vendor will provide software enhancements free of charge whenever released.			
System Parameters				
1.	The software must have a number of system parameters designed to allow the user to define certain features and to determine if a number of these features will be used. The following parameters should be included:			
2.	Facility. The user can define up to a minimum of 999 different facilities/companies with separate parts inventories, mechanics, and cost reports.			
3.	Customer Billing. Option allows customers to have their own labor, tires, and parts markups, and tax rates			
4.	Work Order Reason Codes. Option allows the user to track the reason a work order is opened; user definable up to 99 codes.			
5.	Shop Codes on WO's. Option allowing the user to assign shop numbers on a work order.			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
6.	Part Pick List. Option compiles a list of parts needed for preventative maintenance and other repairs that will print with the work order.			
Vehicle Inventory				
1.	At least an 8 Character Alphanumeric Vehicle Number			
2.	At least a 4 Character Alphanumeric Department Field			
3.	Year, Make, Model Fields			
4.	Vehicle Size Classifications: L=Light , M=Medium, H=Heavy, T=Trailer, O=Other			
5.	Location – at least a 20 Digit Alphanumeric Field			
6.	Registration Number			
7.	Serial Number			
8.	Operator			
9.	Main Odometer Unit Selection of: Miles, Hours, Units, Kilometers, or Gallons			
10.	Each vehicle can be assigned up to 4 alternate meters.			
11.	Purchase Date			
12.	In-Service Date			
13.	Engine Make			
14.	Engine Model			
15.	Transmission Make			
16.	Transmission Model			
17.	Rear End Cap			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
18.	Tons			
19.	Front Axle			
20.	Wheel Size			
21.	Tire size			
22.	Tire, ply, etc.			
23.	Psi			
24.	State of Inspection			
25.	Unit GVW			
26.	Wheel Base			
27.	Alternator Make, Alternator Amps			
28.	Brake			
29.	Steering			
30.	Spec Body Make, Spec Body Model, Spec Equipment			
31.	Purchase Price, Current Value, Trade in Value			
32.	Licensing, Insurance, and Depreciation fixed cost fields			
33.	License Expiration - Period			
34.	At least 20 User Definable fields			
35.	Oil Part Number and Quart Capacity			
36.	Transmission Fluid Part Number and Quart Capacity			
37.	Tire Count/Max			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
38.	Service Notes: Minimum of 60 Characters to print on PM Due Report			
39.	Tank Capacity, Vehicle Average MPG			
40.	Highway Tax			
41.	Assigned Driver - 15 digit alphanumeric field			
42.	PM scheduling for over 100 types of PMs specific to each vehicle			
43.	PM scheduling by time and/or miles, hours, kilometers, units, gallons and alternate meters			
44.	PM part kit identification number for each PM			
45.	The ability to include 1 PM or more within another (nesting).			
46.	State Inspection Scheduling			
47.	The ability to assign unlimited pieces of equipment to a vehicle. For example CB Radios, Wheel Chair Lifts, ect.			
48.	Unlimited notes attached to each vehicle			
49.	The ability to track fuel taxes on a vehicle			
50.	The ability to display the vehicle/equipment master record by vehicle number, VIN number, registration number or license plate number.			
51.	A vehicle's facility, department, number, class, or location can be changed at any time. All history must be transferred with the vehicle.			
52.	A vehicle's customer number may be changed at any time. All repair history must remain with the customer assigned at the time the repair is done.			
53.	Any vehicle master record can be copied to another so only information that is different will need to be entered.			
54.	A vehicle warranty system must be available to track bumper-to-bumper warranties.			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
55.	The vehicle warranty system must also track component warranties by VMRS code, for original equipment warranties, dealer extended warranties, or repairs done by outside vendors. Enter hours/miles and/or months of warranties.			
56.	The vehicle warranty system must integrate with the system's work order process by immediately flagging warranty repairs.			
57.	The system must have an odometer change routine that is used when an odometer breaks or rolls over. This routine allows the system to track the life miles of a vehicle even if the odometer reading is different.			
58.	The odometer change routine automatically adjusts and updates the preventative maintenance schedule for a vehicle.			
59.	Preventative maintenance due reports can sort on vehicle number, vehicle location, and vehicle department fields.			
60.	Preventative maintenance reports can be selected to print or view PM's due within a specified date range.			
61.	Preventative maintenance reports can be selected to print all PM levels due or a single PM level.			
62.	Preventative maintenance due reports can be selected on: past due, now due, due with the next "X" days, and/or next X miles, hours, or gallons.			
63.	The system can print and e-mail preventative maintenance notification cards.			
64.	PM completion is automatically posted through the Work Order Module and/or by a special posting routine.			
Vehicle Cost Reports				
1.	Repair history reports are available that can be sorted by department or vehicle and by a range of repair codes and dates. It will print major repair categories and list detail repair data that includes the description, parts and labor costs, for each vehicle.			
2.	The repair history report will summarize parts and labor cost totals and			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
	percentages of expenditure for each major repair category. It will also print the cost per mile of each major repair code for the current period, year-to-date, or life-to-date of the vehicle.			
3.	Cost per mile/hour reports are available by dept., vehicle, or make/yr. Prints period, year-to-date, life-to-date figures. Prints cost per mile/hour for tires, maintenance, miles per quart of oil. Prints license, insurance, depreciation expenses and fixed cost per mile, miles/hours per gallon.			
4.	The cost per mile/hour reports produce totals for the range of vehicles specified and sub-totals for each department.			
5.	Total Cost Reports. Sorts by department, and/or vehicle. Prints period, year-to-date, life-to-date figures. Prints miles driven, gallons of fuel consumed, oil usage, tire cost, labor hours and cost, outside repairs, total repair costs, total maintenance cost, breakdowns, and utilization. Can group costs by repair reason or type.			
6.	Fleet Cost Reporting. Calculates burdened hourly shop labor rate using data collected such as direct labor hours plus user-defined data of other costs.			
Fuel Interface				
1.	Fuel Entry. Input miles/hours, gallons, date, state, days utilized, cost of fuel if outside vendor, quarts of oil. Automatically relieves fuel inventory, updates odometer readings and PM schedules.			
2.	Pumps and Tanks. System includes a complete fuel inventory module to record stick readings, pump readings, identify variances in inventory, accept fuel deliveries, and execute pump to tank transfers.			
3.	Revenue/Misc Cost Entry. Ability to enter total revenues and miscellaneous costs per vehicle one time per period.			
4.	Fuel Tax Reporting. State tax rates are entered. System accumulates and reports on state taxes by vehicle and state.			
5.	Electronic Fuel Interface. Software shall accept data from an Electronic Fueling system and use this data to update associated files. Any fueling system is acceptable as long as data is in a transaction			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
	based Flat ASCII format.			
Parts Inventory				
1.	Fully integrates with work orders.			
2.	At least a 25 character alpha-numeric part number.			
3.	Minimum of 10 vendors for each part with corresponding cross-reference numbers, manufacturer, and last price paid.			
4.	At least a 6 character alpha-numeric bin location.			
5.	Average price costing method with the ability to use LIFO or FIFO.			
6.	Ability to mark up average price by user-defined percentage for an individual part.			
7.	Ability to lock in part price charged to a vehicle regardless of the average price.			
8.	Ability to mark up non-inventory parts by a user-defined percentage.			
9.	Ability to flag a part as either a stocking or non-stocking part.			
10.	Ability to assign up to eight, four-character fits codes for each part. This allows the user to print a list of parts that fit on a vehicle type.			
11.	Up to 5 stocking locations per facility.			
12.	Tracks accumulated parts usage per period and year to date.			
13.	The option of user-defined reorder points and quantities or system-adjusted reorder points and quantities on a part-by-part basis.			
14.	The system allows for 8 price/stocking levels to define maximum quantities of inventory parts. These figures are used in the calculation of system-adjusted reorder points.			
15.	System displays the current on-order quantity			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
16.	Back order quantity.			
17.	Last invoice number and date.			
18.	Part types: part, oil, tire, fuel, antifreeze, ntfr			
19.	Tracks part warranties by miles/hours and/or months.			
20.	Tracks component failure statistics by miles/hours and/or months.			
21.	Part renumber utility.			
22.	Part kits: Up to 20 parts with associated quantities.			
23.	Ability to take inventory using barcoding and a handheld data collection device. Data collected can be downloaded into parts inventory, compared to quantities-on-hand and adjusted simultaneously.			
24.	Ability to adjust parts inventory or back out a transaction.			
25.	Ability to print regular or barcode tags for parts or bins.			
26.	Ability to read vendor barcodes.			
Purchase Orders				
1.	Automatic parts requisitioning when inventory falls below reorder point. User has option of min/max method or reorder quantity method of reordering.			
2.	Parts on requisition can be edited to change vendor, price and quantity.			
3.	Purchase orders can be automatically created from edited or non-edited requisitions for all vendors or a specific vendor.			
4.	Blanket PO's are available, with up to a minimum of 999 extensions, budget, budget used, running balance, current extension, first extension, PO start and expiration dates, prior blanket PO for vendor.			
5.	Ability to create purchase orders for non-stock parts and non-file parts.			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
6.	Ability to add a part record on the fly in purchase orders.			
7.	Ability to receive purchase order quantities on a line-by-line basis or in total.			
8.	Ability to post to back order partially received purchase orders.			
9.	Part record is automatically updated if price received is different from order price.			
10.	On Order/Back Order List is available.			
11.	Purchase order summary report is available by purchase order number or by vendor. Report lists purchase order number, create date, received date, shiptime, order from facility, order for facility, vendor number and abbreviation, purchase order cost, and status.			
Part Inventory Lists				
1.	By Part Number.			
2.	By Fit Code.			
3.	By Cross Reference Part Number.			
4.	By Vendor.			
5.	Non-Stock Parts			
6.	By Bin Location.			
7.	By Part Name.			
8.	Part-Kit List.			
9.	Distribution List: For inventory purposes; Prints by bin location, all parts or just stocking parts, print with quantity-on-hand or with blank quantities, with or without barcodes.			
Parts Management Reports				

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
1.	Low use report prints parts on file with 1-13 consecutive periods of zero use.			
2.	Low use report prints parts on file by last 1-13 consecutive periods of zero use.			
3.	General use report by vendor or part number. Report lists quantities used per part per period.			
4.	Inventory Balance Report.			
5.	Parts adjustment report.			
6.	Purchase order transaction report by part number or date. This report prints the part number, purchase date, part description, vendor, quantity purchased, purchase order number, part cost, and extended total.			
7.	Parts usage by work order. This report lists for a single parts or all parts, the repair order, vehicle, part number, repair code, transaction date, quantity, price and total charged to a work order.			
8.	Part failure analysis. Prints where in the life cycle each trackable/warranty part fails by-miles and/or months, for the period, year, and life-to-date.			
9.	Warranty reporting by part or vehicle number.			
Vendor Information				
1.	Vendor Number (minimum 10 numeric digits).			
2.	Vendor Abbreviation (minimum 10 alpha).			
3.	Name, Address, City, State, Zip.			
4.	Vendor Phone Number, Contact.			
5.	Vendor Terms.			
6.	Pay Due Dates.			

FLEET MANAGEMENT SOFTWARE

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		Comply	Non Comply	
7.	Discount Due Dates.			
8.	Discount Percentage.			
9.	Ships Via, Total Ship Days.			
10.	Tax ID#, F.O.B. Point.			
11.	Legal Status.			
12.	Disadvantages Business?			
13.	Certified Disadvantaged Business?			
14.	Type Disadvantaged Business.			
15.	Last Purchase Date.			
16.	Year-to-date purchases.			
17.	Total PO's.			
18.	Annual (blanket) PO# and Extension.			
19.	PO Budget, PO Budget Used, PO Running Balance.			
20.	Oldest Open Extension.			
21.	Annual (blanket) PO Expiration Date.			
22.	Prior Blanket PO Number.			
23.	Fax Number.			
24.	Average Ship Days (accumulated by system).			
Driver Reporting Module				
1.	The software must include a Driver Input feature for reporting vehicle deficiencies (VDR).			

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2.	The software must come pre-loaded with component, condition and location codes which can be customized by the user.			
3.	Within an individual component description, the system must allow for numerous subsets for the condition and location, which are used to help describe and locate the problems reported by drivers			
4.	This feature must include drop down lists for each of the following components or area where a problem might be reported:			
5.	Type of Inspection: i.e. (Pre Trip, Post Trip)			
6.	Component Codes			
7.	Condition			
8.	Location			
9.	Status: i.e. (Operable, Inoperable)			
10.	Notes			
11.	Each inspection must represent a single VDR submitted by a driver and allow for several reported items.			
12.	The software must include a feature to create auto-generating work orders from the VDRs			
13.	The review feature must include the following options:			
14.	Display a list of VDR defect inspections			
15.	Get previous/next inspection			
16.	Edit / view a defect			
17.	Create /assign work orders to defects.			
18.	Display the work order assigned to the defects.			
19.	Close a defect.			

FLEET MANAGEMENT SOFTWARE

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20.	The software must display a color on the screen during the review to represent Status. The Status color signifies the severity of the problem:			
21.	A RED status represents an <i>Inoperable</i> status, which is usually related to safety and drivability of the vehicle.			
22.	A YELLOW status represents an <i>Operable</i> status, in which case the vehicle is still considered safe to operate but the driver is bringing attention to a defect.			
23.	The software must have the ability to set the following Default Work Order Codes. These defaults will be used when the work order is generated within the Driver Reports module:			
24.	Priority Codes: Priority codes determine the importance of a work order—the lower the priority number, the higher the priority.			
25.	Reason Code: Reason codes are used to indicate the source of the repair request such as driver reports, PMS, breakdowns, etc.			
26.	Repair Type Code: Repair type codes indicate what type of work is to be performed by mechanics (e.g. check, repair, replace).			
27.	The software must include the ability to "learn" and remember VMRS codes for particular vehicle problems, so the second time the same problem is reported, whether it's for the same or different vehicle, the system recalls the previously assigned VMRS code and automatically uses it when generating the work order.			
28.	The software must include the ability to search open work orders for the vehicle to see if there is an open line for assigned repair code. If a work order is found for this vehicle that addresses the reported item the duplicate VDR is linked to the existing work order without creating a new work order.			
29.	The software must include the ability to view work order details for pending or completed items.			
30.	Once the work order is completed, the software must automatically update the VDR status code to closed.			

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31.	When closing the VDR defect line the software must prompt for a "Reason for Closing" and allow the user to select the reason from a pulldown:			
32.	Defect need not be repaired for safe operation			
33.	Invalid or incomplete component/condition information reported			
34.	Driver responsibility			
35.	Defect repaired			
36.	Quick repair			
Work Orders				
1.	The software must use VMRS format to specify labor codes. The software has the capability of defining difficulty factors that allow the user to designate a up to 5 different time estimates for a single labor code depending on how difficult a task is on a specific vehicle or vehicle class.			
2.	Capability of processing work orders in both real time or batch mode.			
3.	Use of VMRS Repair Codes, 3 digit, 6 digit, or 9 digit level.			
4.	Easy access to vehicle master file from work order processing.			
5.	Job related repair history displays when building or processing a work order.			
6.	Access to all repair history on file when building or processing a work order.			
7.	PM's due will display when building a work order.			
8.	VMRS, vehicle, customer, vendor, mechanics, parts look-up help screens throughout.			
9.	Tracks outside repairs including vendor, purchase order number, outside parts, and outside labor.			

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10.	Ability to create template work orders to use over and over again with a unlimited checklist.			
11.	Optional repair order priority codes – minimum 9 user defined.			
12.	Optional work order reason codes – minimum 99 user defined.			
13.	Optional work accomplished codes – unlimited.			
14.	Optional work order line cause codes – unlimited.			
15.	Work description codes – unlimited.			
16.	Indirect Labor codes – minimum 10 user defined.			
17.	Shop codes.			
18.	Ability to edit codes once entered.			
19.	Ability to change work order post date.			
20.	Up to 99 repair lines per work order.			
21.	Up to 5 lines (300 characters) notes per each work order line.			
22.	Up to 3 lines (180 characters) master notes when closing work order.			
23.	Ability to add part record on-the-fly.			
24.	Fully integrated parts module, automatic depletion of inventory when part is posted.			
25.	Parts and labor warranty credits can be entered.			
26.	User has the option of accepting the current odometer reading of a vehicle when creating a work order or requiring entry of an odometer reading.			
27.	User has option of system sequentially numbering work orders or assigning their own.			

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28.	User has the option to allow the override of the mechanic's labor rate, part cost or tire cost during work order post routine.			
29.	Work order post routine updates vehicle history, cost reports, mechanic productivity, and repair order transaction files.			
30.	Open work order line report is available by work order priority code or create date. This report prints each open work order line, when it was last updated, the posted parts amount, labor amount and labor hours.			
31.	A work order scheduling report is available by shop code, open work orders (yes or no). This report sorts by priority code, and prints the work order number, vehicle, customer, create date, number of jobs scheduled, number of jobs complete, and scheduled hours.			
32.	The system can print, sort, and total work order by number, date, or customer, and select open, closed, or both.			
Paperless Shop Module				
1.	Paperless Shop uses computer workstations in a real-time mode on the shop floor.			
2.	Mechanics clock on and off assigned jobs and indirect jobs such as fueling vehicles, or cleaning shop floor, at the mechanic workstation.			
3.	An unlimited number of jobs can be assigned to each mechanic.			
4.	The system calculates the actual time spent on a job, tracking the mechanic's entire work day.			
5.	The mechanic can clock off a job prior to its completion, start another job, then clock back on a previous job. The system will accumulate the total time spent.			
6.	Mechanics and/or parts personnel can be given the rights to post parts used on a job, including tires.			
7.	Mechanics and/or parts personnel can use a barcode reader to post parts on a work order in paperless shop.			

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8.	Management personnel can add, delete, and reprioritize jobs assigned to a mechanic throughout the workday.			
9.	The system is tracking the actual time spent on the job versus the estimated time. The program is keeping all records up-to-date and accurate in a real-time mode.			
Customer Notifications Module				
1.	Software shall provide notificafions to customers via text and/or email			
Customer Service Module				
1.	Software allows customers to open work order and service requests from remote locations.			
Image Viewer				
1.	The software must have the ability to attach and view from within the software any text or image file.			
2.	The image viewer can be used to attach files to the following areas of the software:			
3.	Parts: MSDS sheets, schematics, warranties			
4.	Vehicles: Photo, accident damage picture, accident report, original specs			
5.	Vendors: Warranties, return policies, location, product lines, pricing structure			
6.	Facilities: Photo, map/directions, shop and building layout			
7.	Customers: Contracts, payment history, capitalization approvals			
8.	Departments: Building layouts and schematics, correspondence, contracts			
9.	Purchase Orders: Signed receipts, invoices, credit slips			

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10.	Work Orders: Damage photos and reports, modification approvals, old part pictures			
11.	Estimate Work Orders: Photos, signed agreement, additional notes			
12.	Tools: Photo, schematics, warranty			
13.	Tires: Warranty, photo			
14.	Employees: Application, certificates, drivers license, insurance			
15.	Mounted Equipment: Photo installed, schematics, warranty			
16.	Fuel Pumps & Tanks: UST information, pressure tests, certifications, schematics			
17.	Motor Pool Reservations: Accident damages, photos, signed contracts, drivers license, insurance			
Messaging Module				
1.	The software must allow the user to send and receive messages to and from other employees within the software. The Messaging module must not require a MAPI mail system—it should be local only to the Fleet Maintenance application so the user does not need to setup each of the employees with internet e-mail capabilities.			
2.	Messages sent to an employee will notify the user upon logging into the Fleet Maintenance software system, and/or returning to the main menu.			
3.	Once read the message can be replied to and/or deleted.			
4.	This option also must allow the user to send a message to an individual or a group of users			