CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
REQUEST FOR PROPOSAL

PROJECT NUMBER FC-10421

PUBLIC SAFETY SYSTEMS OPERATIONS & MAINTENANCE SERVICES

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DEPARTMENT OF AVIATION

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INTERIM CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT
ATTENTION INTERESTED PROPO sorrow:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (the “DOP”), a proposal for Project Number: FC-10241, Public Safety Systems Operations & Maintenance Services at Hartsfield-Jackson Atlanta International Airport (“Airport”). The City of Atlanta (the “City”) on behalf of the Department of Aviation (“DOA”) issues the Request for Proposal (“RFP”) to provide the complete operation and maintenance of the existing CCTV System, AED cabinets, Emergency Call Boxes and other security components at HJIAA and remote sites. The Provider shall preserve and maintain the Public Safety Systems devices in a safe, complete and continually usable and functioning condition for which each system was designed. A more detailed Scope of Services sought in this procurement is set forth in Exhibit A-Scope of Services.

A Pre-Proposal Conference will be held on Thursday, July 12, 2018, at 1:30 P.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the City’s procurement process and to address questions and concerns. There will be representatives from the City’s Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged by each firm desiring to submit a proposal.

Although Proponents will be allowed to ask questions during the Pre-Proposal Conference, please note that oral answers to questions during the Pre-Proposal Conferences are not authoritative. The last date to submit questions will be Tuesday, July 17, 2018, at 5:00 P.M. Questions may be sent to Mr. Leslie Page, Contracting Officer, via email at lpage@atlantaga.gov, or facsimile at 404-658-7705. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposal (“RFP”) must be received by the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, no later than 2:00 P.M., on Thursday, August 2, 2018.

**ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED SFTER 2:00P.M.**
Request for Proposals
FC-9036, Noise Insulation Program Design Services at Hartsfield-Jackson Atlanta International Airport
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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, Atlanta, Georgia 30303.

Proponents may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, to ireareview@atlantaga.gov not less than ten (10) days prior to the Proposals due date of, Thursday, August 2, 2018. The IIREA Preview Participation Form is set forth in Part 6, included in the Request For Proposals.

This RFP document may be obtained online at the Procurement website which is procurement.atlantaga.gov. If accepted by such means, then the Proponents acknowledges and accepts full responsibility for monitoring the DOP website for any addenda to the RFP. In the event of conflict between a version of the RFP in the Proponents possession and the version maintained by the DOP, the version maintained by the DOP shall govern. You may also be placed on the Planholders list for any updates on this project by adding your contact information on the Procurement website.

The RFP 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 the cost of $50.00 per package.

If you have any questions regarding this project, please contact Mr. Leslie Page, Contracting Officer, at 404-382-1297, or by email at irpage@atlantaga.gov.

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

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

Sincerely,

Susan M. Garrett
Interim Chief Procurement Officer

SMG:lp
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FC-10421 PUBLIC SAFETY SYSTEMS OPERATION & MAINTENANCE
PART 1:
INFORMATION AND INSTRUCTIONS TO PROPONEENTS
Part 1; Information and Instructions to Proponents

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

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

   To provide maintenance and services support for Closed Circuit TV Cameras (“CCTV”), Automated External Defibrillator (“AED”) Cabinets, Call boxes, and other monitoring systems at Hartsfield-Jackson Atlanta International Airport (“Airport”). The City reserves the right to modify the Scope of Services as deemed necessary at its sole discretion.

   A more detailed Scope of Services sought in this procurement is set forth in Exhibit A – Background & General Scope of Services attached to the Services Agreement (“Services Agreement”); Services Agreement No. 10421 – Public Safety Systems Operations & Maintenance Services at Hartsfield-Jackson Atlanta International Airport (H-JAIA), included in this RFP at Part 5.¹

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 (“Code”) Procurement and Real Estate Code Section 2-1193. The method of source selection is Competitive Selection Procedures for Professional and Consultant Services. By submitting a Proposal, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and City Charter, which laws are incorporated into this RFP by reference.

   The City will evaluate the written proposals and determine which Proponent is best qualified to perform the work based on the evaluation criteria described in Part 2 & Part 3 of this RFP. The City’s emphasis will focus on Proponent’s proposal, past performance, similar projects and references of each firm, and not on company brochures or literature. Oral interviews and/or presentations will be conducted with Proponents in accordance with City’s Code of Ordinances and other Applicable Law.

3. **Minimum Qualifications; Eligibility to Propose; Authority to Transact Business in Georgia:**

   3.1. The awarded prime contractor must have five (5) years of service industry experience to include maintenance, integration, and configuration experience. The sub-contractor must have three (3) years of service industry experience to include maintenance, integration, and configuration experience.

   3.2. The Provider shall have maintained, configured, or installed similar equipment in at least two (2) projects with a minimum of 500 cameras. The Provider must provide

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¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.
documentation that includes the names, locations, and points of contract for the referenced two (2) projects.

3.3. The Proponent shall indicate the type of each referenced system and certify that each system has performed satisfactorily in the manner intended for a period of not less than forty-eight (48) months from the date of this document.

3.4. The Provider shall provide Bosch certified technicians, technicians familiar with Automated External Defibrillators and Emergency Call Boxes to perform installation and maintenance activities. A technician familiar or certified in Level is preferred.

3.5. All personnel working on this project shall be required to successfully pass a background investigation in accordance with the H-JAIA Security Policies.

3.6. Contractor shall be licensed for low-voltage systems (Low-Voltage General, Low-Voltage Telecommunications or Low-Voltage Unrestricted as issued by the State Construction Industry Board of Low-Voltage Contractors).

3.7. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Proponent to form a Services Agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in the City’s Code of Ordinances and other Applicable Law.

5. **Proposal 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 Thursday, August 2, 2018. Any Proposal received after this time will not be considered and will be rejected and returned.

6. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for Thursday, July 12, 2018, at 1:30 P.M., at Technical Support Campus, 1255 South Loop Road, College Park, GA 30337. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.

7. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City’s contact person, Mr. Leslie Page, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail lpage@AtlantaGa.Gov, on or before Tuesday, July 17, 2018. 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’ 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.

8. **Ownership of Proposals:** By submitting a Proposal, each Proponent acknowledge and agrees
that its 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.

9. **Insurance Requirements:** The Insurance requirements for any Services Agreement that may
be awarded pursuant to this RFP are set forth in **Exhibit D: Insurance Requirements** attached
to the Services Agreement included in this RFP.

10. **Applicable City OCC Programs:** The City’s OCC Programs applicable to this procurement are
set forth in **Appendix A: Office of Contract Compliance Submittals**, attached to the Services
Agreement included in this RFP. By submitting a Proposal in response to this procurement,
each Proponent agrees to comply with such applicable OCC Programs.

11. **Evaluation of Financial Information:** The City’s evaluation of financial information concerning
a Proponent and its consideration of such information in determining whether a Proponent is
responsive and responsible may involve a review of several items of information required to
be included in a Proposal. City will review the information included in **Form 4: Proponent
Financial Disclosure Form** attached to this RFP and any additional information required on
that form to be included in a Proposal. Further, if this RFP requires the provision of an
Insurance Certificate of Accord and Endorsement, if a Services Agreement is awarded, the
City will review the information included in **Exhibit D: Insurance Requirements**. A Proponent
must include with that form (a) notarized letter(s) from its proposed insurer(s indicating that
the financial capacity of the Proponent is such that the insurer(s is/are willing to issue
insurance for the Proponent if a Services Agreement is awarded to it. Further, if this RFP
requires a successful Proponent that is awarded a Services Agreement pursuant to this
procurement to post some other type of performance guarantee (e.g. letter of credit,
guaranty Services Agreement, etc.), a Proponent must submit with its Proposal a notarized
letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue
such performance guarantee for the Proponent if a Services Agreement is awarded to it.

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

13.1. 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.

13.2. Each Proponent shall promptly notify the City on or before 5:00 p.m. [EST], Tuesday, July 17, 2018, in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should the City’s intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from the City.

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

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

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

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

16. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume 1 of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the 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 6: Form 1.

- Potential Offerors may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, not less than ten (10) days prior to the Bid due date. The IIREA Preview Participation Form is set forth in Part 4, included in the Invitation to Bid.

17. **Prohibition on Future Contracts:** The successful Proponent shall not be eligible to perform construction services for a Contractor or on a Project for which the Proponent has performed On-Call Engineering Survey Services for the Department of Aviation. Any subconsultants or subcontractors hired by the successful Proponent may perform other services as determined by the City. Subconsultants/subcontractors are required to submit a written request to the Department of Aviation’s Assistant General Manager or designee in order to receive the determination.

18. **Gratuities and Kickbacks.** In accordance with the City of Atlanta’s Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a 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.

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

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

21. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent’s duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on Form 4, are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Service Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.

22. **Electronic Proposal Documents.** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City’s Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent’s possession and the version maintained by the Department of Procurement, the version maintained by the City’s Department of Procurement shall govern. The RFP document is available at [www.atlantaga.gov](http://www.atlantaga.gov).
PART 2:
CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS
PART 2

CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

1. General Contents of Proposals: A Proponent must submit a complete proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A proposal will consist of two (2) separate volumes: Volume I will consist of information drafted and provided by the Proponent; and Volume II will consist of information provided by the Proponent on forms provided by the City in this RFP.

1.1. Cost Proposal (Form provided by City at Part 5; Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1; Cost Proposal will become part of the Services Agreement attached to this RFP, if a Services Agreement is awarded pursuant to this procurement.

2. Information Required to Be Included in Proposal:
   2.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:

   2.1.1. Information Drafted and Provided by A Proponent: This information should be included in Volume I of the Proposal:

       2.1.1.1. Executive Summary;
       2.1.1.2. Organizational Structure;
       2.1.1.3. Resumes and Experience of Key Personnel;
       2.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects (Form 7 to be included in this Section);
       2.1.1.5. Management Plan;
       2.1.1.6. Experience of Key Personnel.

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

   2.2.1. Executive Summary

       2.2.1.1. Cover Letter: The cover letter must include a letter with the Proponent’s name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should include a narrative statement of the Proponent’s approach to providing the services solicited in this RFP.
2.2.1.2. **Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent’s qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

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

2.2.1.2.2. 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;

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

2.2.1.2.4. 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.

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

2.2.2.1. Providing the Proponent’s Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponents’ views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel to that of the Principal-in-Charge and other key members of the management team.

2.2.2.2. Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure to ensure all products are fully coordinated within the organization when provided.

2.2.2.3. Providing the names of proposed candidates for each major function on the chart.
2.2.2.4. 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.

2.2.3. Overall Relevant Experience, Qualifications and Performance on Previous Projects:

2.2.3.1. Proponent’s Experience

2.2.3.1.1. Describe the Proponent’s experience and qualifications in providing complete operation and maintenance of existing closed-circuit television systems, emergency call boxes, automated external defibrillators and other security components as widely described in the Scope of Services. Proponent must provide a narrative description of two (2) projects demonstrating capability and qualifications in all areas identified below and each project should encompass a combination of several of the areas of expertise:

2.2.3.2. Referral List

2.2.3.2.1. Provide four (4) current clients of the Proponent’s firm. A separate Form 9, Referral List is required for each reference, which is to be included in the Proposal following the related narrative;

2.2.3.3. Problem-Solving

2.2.3.3.1. Provide three (3) examples of how Proponent or identified team corrected a problem (whether it is personnel, client, or project-related) that was encountered during execution of the project.

2.2.4. Qualifications and Experience of Key “On-Site” Personnel:

2.2.4.1. The Provider must provide to the City’s Authorized Representative, resumes for key personnel that will work on this contract. Identify and provide resumes for the individuals that the Team will use to fill the following positions:

2.2.4.1.1. Onsite Service Manager and
2.2.4.1.2. Technicians.

2.2.4.2. Resumes should be organized as follows:

2.2.4.2.1. Name and Title;
2.2.4.2.2. Professional Background;
2.2.4.2.3. Current and Past Relevant Employment;
2.2.4.2.4. Education;
2.2.4.2.5. Certifications;
2.2.4.2.6. List of Two (2) Relevant projects, including:

2.2.4.2.6.1.1. Client Name;
2.2.4.2.6.1.2. Project description;
2.2.5. **Quality of Technical Approach/Detailed Work Plan:** Proponents must provide the City with their proposed strategy regarding the following items:

### 2.2.5.1. Transition Plan
2.2.5.1.1. Describe how the Proponent will manage the transition from the existing company to the new company if applicable. The transition plan should include the following:

- 2.2.5.1.1.1. Detailed staffing plan to monitor and provide maintenance of all applicable systems.
- 2.2.5.1.1.2. Describe how the staff will familiarize themselves with all applicable systems.
- 2.2.5.1.1.3. Describe how the Proponent will respond to emergency situations as needed by the City of Atlanta.
- 2.2.5.1.1.4. Describe their accounts receivables/billing processes.
- 2.2.5.1.1.5. Describe their problems/resolutions processes.

### 2.2.5.2. Quality Assurance Plan
2.2.5.2.1. What industry standard quality measures will be used to ensure that acceptable levels of quality are maintained during the maintenance and support of the systems identified in the Exhibits.

### 2.2.5.3. Configuration and Management Plan
2.2.5.3.1. Approach and plan for configuring and managing the equipment identified in the Exhibits. This includes the plans for equipment installation, configuration, and support.

### 2.2.5.4. Disaster/Emergency Response Plan
2.2.5.4.1. Describes how the proponent will respond to disasters and emergencies related to the contract. The disaster plan should include the following:

- 2.2.5.4.1.1. Detailed emergency/disaster plan to respond to failed equipment outages.
- 2.2.5.4.1.2. Detailed plan to perform Disaster Emergency/Recovery tests on a quarterly basis (Example: June 30 thru September 30).
- 2.2.5.4.1.3. Detailed documentation plan to present the results of the disaster Emergency/Recovery plan via email within five (5) business days following the test.
2.2.5.5. Corrective and Preventive Maintenance Plan

2.2.5.5.1. Approach and plan for implementing corrective and preventive maintenance for the equipment identified in the Exhibits.

3 VOLUME II (Information required by a Proponent on forms provided by the City):

All Proponents, including all Joint Venture partners, that submit a proposal in response to this RFP will be listed as a prime contractor with the City of Atlanta (the “City”). Each Proponent must fill out all forms completely (e.g., in their entirety, signed, notarized or sealed with corporate seal (if applicable).

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

The required forms are as follows:

11. Illegal Immigration Reform and Enforcement Act – Each Proponent must complete and submit a Contractor’s Affidavit, attached hereto at Form 1: Illegal Immigration Reform and Enforcement Act Forms with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a completed Contractor’s Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to https://e-verify.uscis.gov/enroll.

12. Contractor Disclosure Form – Each Proponent must complete and submit Form 2: Contractor Disclosure Form with its proposal.

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

12.2. If the Proponent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure (Form 2) where indicated.
1.2.3. If the Proponent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign the Contractor Disclosure (Form 2) where indicated.

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

3.3 Proponent’s Financial Disclosure – Each Proponent must complete and submit Form 4: Proponent Financial Disclosures with its proposal. The City’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in Form 4 attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation.

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

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

13.3. 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.

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

14.1. An authorized representative of the entity must complete and sign this Acknowledgment of Insurance and Bonding Requirements where indicated.
15. **Acknowledgment of Addenda** – Each Respondent must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by the City for this RFP. **Form 7: Acknowledgement of Addenda** has been included and may be used to satisfy this requirement.

15.1. If submitted, an authorized representative of the entity must complete and sign this Acknowledgment of Addenda where indicated.

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

17. **Referral List** – Each Proponent must complete and submit at least three (3) references that are able to attest to the Proponent’s performance, ability and credibility. A separate **Form 9** is required for each reference.

18. **OCC Programs.** This criterion is based upon the responsiveness of a Proponent’s SBO Sheltered Market Program, the requirement of which is described in **Appendix A** to the Agreement. This criterion is not scored on a sliding scale. Responsive Proponents will receive a score of 15 points. Proponents who fail to evidence a compliant Sheltered Market Program shall be deemed non-responsive.

2.3. **Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at **Part 5; Services Agreement; Exhibit A.1; Cost Proposal.** The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Cost Proposal **shall serve as the baseline for final fee negotiation** with the City. (Submit one (1) stamped “Original” and eight (8) copies in a separate envelope).

3. **Submission of Proposals:**

3.1. Proposals shall be signed by hand by a principal of the Proponent with the authority to enter into an agreement with the City. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a proposal as well as enter into an agreement with the City. Each Proponent is responsible for the preparation of its proposal and for the costs associated therewith.
4.2 A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: FC-10421; Public Safety Systems Operation & Maintenance Services at Hartsfield-Jackson Atlanta International Airport, and the name and address of the Proponent. All Proposals must be submitted to:

SUSAN M. GARRETT
INTERIM CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT
55 TRINITY AVENUE, S.W.
CITY HALL SOUTH, SUITE 1900
ATLANTA, GEORGIA 30303-0307

4.3 A Proponent is required to submit one (1) original and ten (10) copies of its Proposal. Each Proposal must be submitted on 8½” x 11” typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder (Volumes 1 and 2 must be contained in two separate 3 ring binders). Each Proposal must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.

4.3.1 A Proponent is required to submit, in a separate, sealed envelope, clearly marked “Cost Proposal”, one (1) stamped original and eight (8) copies of its Cost Proposal with its Information Proposal.
4. **Submittals:** The following submittals must be completed and submitted with each Proposal.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Required Proposal Submittal</th>
<th>Check Sheet²</th>
<th>Check (V)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VOLUME I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Executive Summary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Organization Structure / Chart</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Overall Relevant Experience, Qualifications and Performance on Previous Projects:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Qualifications and Experience of Key “On-Site” Personnel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Quality of Technical Approach/Detailed Work Plan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VOLUME II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Form 1: Illegal Immigration Reform and Enforcement Act Forms</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Form 2: Contractor Disclosure and Declaration Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Form 3: Non-Applicable</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Form 4: Proponent Financial Disclosure Form</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Form 5: Acknowledgement of Insurance and Bonding Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Form 6: Non-Applicable for this RFP</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Form 7: Acknowledgement of Addenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Form 8: Proponent Contact Directory</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Form 9: Referral List</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Appendix A: City’s Office of Contract Compliance Submittals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. VOLUME III</td>
<td>Exhibit A.1: Cost Proposal (<strong>Must be submitted in a separate sealed envelope</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

² This table is included solely for Proponent’s convenience and may be used to track the preparation and submittal of certain required information with its Proposal. If any of the required submittal documents are not submitted or incomplete within your submittal package, your firm may be deemed non-responsive.
PART 3:
EVALUATION OF PROPOSALS
### PART 3: EVALUATION OF PROPOSALS

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

All Proposals will be evaluated using the following Evaluation Form:

<table>
<thead>
<tr>
<th>Score</th>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>ORGANIZATIONAL STRUCTURE</td>
</tr>
<tr>
<td>10</td>
<td>OVERALL RELEVANT EXPERIENCE, QUALIFICATIONS, AND PERFORMANCE ON PREVIOUS PROJECTS</td>
</tr>
<tr>
<td>10</td>
<td>QUALIFICATIONS AND EXPERIENCE OF KEY “ON-SITE” PERSONNEL</td>
</tr>
<tr>
<td>30</td>
<td>QUALITY OF TECHNICAL APPROACH / DETAILED WORK PLAN</td>
</tr>
<tr>
<td>20</td>
<td>COST PROPOSAL</td>
</tr>
<tr>
<td>15</td>
<td>OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS</td>
</tr>
<tr>
<td>10</td>
<td>FINANCIAL STATEMENT/CAPABILITY</td>
</tr>
<tr>
<td>100</td>
<td>TOTAL SCORE</td>
</tr>
</tbody>
</table>
PART 4:
SUBMITTAL FORMS
PART 4: REQUIRED SUBMITTAL FORMS

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

If Respondent intends to be named as a Prime contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.
FORM 1
Illegal Immigration Reform and Enforcement Act Forms
INSTRUCTIONS TO RESPONDENTS

All Respondents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. ("IIREA"). Respondents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Respondents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Respondents in complying with the requirements of the City’s procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the respondent’s submission prior to the due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program ("E-Verify") User ID Number and Date of Registration.
3. Where the business structure of a Respondent is such that Respondent is required to obtain an Employer Identification Number ("EIN") from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (See examples 1 and 2 below).
   **Example 1**, ABC, Inc. and XYZ, Inc. form and submit a response as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.
   **Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.
4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be notarized.
6. All Contractor Affidavits must be submitted with the Respondent’s response to the solicitation document.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of response submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

______________________________________________________
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

______________________________________________________
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

______________________________________________________
Name of Contractor (Legal name of Contractor, not an abbreviated version)

FC-10466, Atlanta Aviation Innovation Center Viability Study
Name of Project

City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing 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:

NOTARY PUBLIC:  _________________________________________
ME ON THIS THE ___________, DAY OF _________________, 201____
My Commission Expires: ______________________

FC-10421 PUBLIC SAFETY SYSTEMS OPERATION & MAINTENANCE
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this Subcontractor 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 (Also known as eVerify Company ID)
____________________________________________________
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

____________________________________________________
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Sub-Subcontractor: ________________________________

Name of Project: ________________________________________

Name of Public Employer: ______________________________
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: ____________________

FC-10421 PUBLIC SAFETY SYSTEMS OPERATION & MAINTENANCE
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

________________________________________
Federal Work Authorization User Identification Number (Also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

________________________________________
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Sub-Subcontractor: ________________________________

Name of Project: ________________________________

Name of Public Employer: ________________________________

City of Atlanta

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

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

________________________________________
Signature of Authorized Officer or Agent

________________________________________
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF __________, 201____

________________________________________
NOTARY PUBLIC
My Commission Expires: __________________________

FC-10421 PUBLIC SAFETY SYSTEMS OPERATION & MAINTENANCE
### FORM 2
**CONTRACTOR DISCLOSURE FORM**
**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE**

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Affiliate”</td>
<td>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.</td>
</tr>
<tr>
<td>“Contractor”</td>
<td>Any person, partnership or entity having a contract with the City.</td>
</tr>
<tr>
<td>“Control”</td>
<td>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.</td>
</tr>
<tr>
<td>“Respondent”</td>
<td>Any individual, partnership or entity that submits a response to a solicitation.</td>
</tr>
</tbody>
</table>

If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.

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

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

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

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

**A. Basic Information:**
1. Name of Respondent: _________________________________________________________________
2. Name of the authorized representative for the Respondent: _______________________________

**B. Individual/Entity Information:**
Principal Office Address: __________________________________________________________________________
Telephone and Facsimile Numbers: ______________________________________________________________________
E-Mail Address: __________________________________________________________________________________
Name and title of Contact Person for the Individual/Entity: ____________________________________________
Is the individual/Entity authorized to transact business in the State of Georgia?

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

☐ No

C. Questionnaire

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

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

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct?

   YES ☐ NO ☐

3. If “yes” to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.

   YES ☐ NO ☐

4. Has the Respondent been charged with a criminal offense within the last ten (10) years?

   YES ☐ NO ☐

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent’s work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.

   YES ☐ NO ☐

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

   Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?

   YES ☐ NO ☐

   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 ☐
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.  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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:  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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?  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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]:  

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

   (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers  

| YES | NO |
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.

(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:

_______________________________________________________________________________________

_______________________________________________________________________________________

D. REPRESENTATIONS

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

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

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

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

Confidentiality. Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.
**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following: Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

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

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.

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.

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.

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.

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.
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.

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:

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;

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;

Cancellation of the public contract;

In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities: It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

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

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

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

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this 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: ________________
FORM 4

Proponent Financial Disclosure

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

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

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

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

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

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

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

Name of the Proponent:  

Name of individual, entity or partnership completing this Form:  

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

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

Address  

Phone Number(s)  

Email:  
Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.

   (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
      (i) Income Statement;
      (ii) Balance Sheet; and  
      (iii) Statement of Cash Flows.

   (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
      (i) Income Statement;
      (ii) Balance Sheet; and  
      (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable.

   (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
      (i) Income Statement;
      (ii) Balance Sheet;  
      (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable;
      (iv) Two (2) banks or other institutional lenders’ references; and
      (v) Dunn and Bradstreet report for the last two (2) years.
2. Fill in the blanks below to provide a summary of all of the Proponent’s assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

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

Standard currency of Proponent’s Financial Statements: __________________

The exchange rate used: __________ = US $___________

Most recent three (3) years:

<table>
<thead>
<tr>
<th></th>
<th>Year: 2016 (Thousands)</th>
<th>Year: 2017 (Thousands)</th>
<th>Year: 2018 (Thousands)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td>$..................</td>
<td>$..................</td>
<td>$..................</td>
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<tr>
<td>Current Liabilities</td>
<td>$..................</td>
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<tr>
<td>Property &amp; Equip.</td>
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<td>Working Capital</td>
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<tr>
<td>Sales/ Revenue</td>
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<tr>
<td>Total Assets</td>
<td>$..................</td>
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<td>$..................</td>
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<tr>
<td>Total Liabilities</td>
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<tr>
<td>Interest Charges</td>
<td>$..................</td>
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<tr>
<td>Net Income</td>
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<tr>
<td>Net-Worth</td>
<td>$..................</td>
<td>$..................</td>
<td>$..................</td>
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</tbody>
</table>

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

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

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

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

Sign here if you are an individual:

Printed Name: ____________________________
Signature:  _______________________________
Date:  ____________________, 20___

Subscribed and sworn to or affirmed by ____________________________ (name) this _____ day of __________, 201___.

Notary Public of ____________________________ (state)
My commission expires: ____________

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

Printed Name of Entity: ____________________________
Signature of authorized representative: ____________________________
Title:  ____________________________
Date:  ____________________, 20___

Subscribed and sworn to or affirmed by ____________________________ (name), as the ____________________________ (title) of ____________________________ (entity name) this _____ day of __________, 201___.

Notary Public of ____________________________ (state)
My commission expires: ____________
FORM 5

ACKNOWLEDGMENT OF INSURANCE AND BONDING REQUIREMENTS

I, ____________________________, on behalf of __________________________, ("Proponent"), acknowledge that if selected as the successful Proponent for FC-10421: Public Safety Systems Operations & Maintenance Services at H-JAIA (the "RFP"), Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attachments to the Solicitation and appendices thereto, pertaining to insurance.

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

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

Date: ________________, 201__

Corporate Proponent:

[Insert Corporate Proponent Name]

By: __________________________

Name: __________________________

Title: __________________________

Corporate Secretary/Assistant Secretary (Seal)

Date: ________________, 201__

Non-Corporate Proponent:

[Insert Non-Corporate Proponent Name]

By: __________________________

Name: __________________________

Title: __________________________

Notary Public (Seal)

My Commission Expires: __________
Acknowledgment of Addenda

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

This is to acknowledge receipt of the following Addenda for FC-10421: Public Safety Systems Operations & Maintenance Services at H-JAIA:

☐ None (Check if None)
1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _________________, 20___.

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

By: ___________________________  By: ___________________________
Name: _______________________  Name: _______________________
Title: _________________________  Title: _______________________

______________________________  Notary Public (Seal)
Corporate Secretary/Assistant Secretary (Seal)  My Commission Expires:
The purpose of the Proponent’s 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’s 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 Agreement included in this RFP.

**FORM 8**

**PROPOSER’S CONTACT DIRECTORY**

<table>
<thead>
<tr>
<th>NAME</th>
<th>POSITION/TITLE</th>
<th>MAILING ADDRESS</th>
<th>PHONE NUMBER</th>
<th>FAX NUMBER</th>
<th>EMAIL ADDRESS</th>
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<tbody>
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</table>

**FC-10421 PUBLIC SAFETY SYTEMS OPERATION & MAINTENANCE**
FORM 9

Referral List

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

Additionally, Proponents shall attach letters of reference from each of the references.

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)
PART 5:
FORM OF SERVICE AGREEMENT
PART 5: SERVICES AGREEMENT
MASTER SERVICES AGREEMENT;
PUBLIC SAFETY SYSTEMS OPERATION AND MAINTENANCE

CONTRACT NO. FC-10421

This Services Agreement ("Agreement") is entered into and effective as of ___________ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

<table>
<thead>
<tr>
<th>Contract Name:</th>
<th>Contract No. FC-10421</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Provider</td>
<td>City of Atlanta</td>
</tr>
<tr>
<td>Name:</td>
<td>Using Agency: DEPARTMENT OF AVIATION</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
<tr>
<td>Authorized Representative:</td>
<td>Authorized Representative:</td>
</tr>
</tbody>
</table>

1. **Background.**
   1.1. City desires to obtain from Service Provider the services ("Services") described generally on Exhibit A attached and further described on task orders (individually, a "Task Order" and, collectively, the "Task Orders") that may be executed and attached collectively as Exhibit A.2 from time to time. Service Provider shall not provide any services except as specifically provided in a Task Order.
   1.2. The total amount of payments by City under this Agreement shall not exceed $________ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Service Provider of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount"). In addition, each Task Order shall specify a maximum payment amount (the "Task Order Maximum Payment Amount") applicable to the Services to be performed under such Task Order.
   1.3. Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by the City’s Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for services for which charges are established in this Agreement. Service Provider shall promptly proceed with the services set forth in any such Task Order. If City solicits a proposal from Service Provider for a Task Order, Service Provider shall submit its proposal with a Task Order containing all the necessary terms and executed by Service Provider. Task Orders may be issued or executed during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be issued or executed under this Agreement subsequent to the expiration or termination of the Term.
   1.4. City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.
2. **Term.**
   2.1. **Initial Term.** The initial term of this Agreement will be ___ years. This Agreement shall commence on the Effective Date and end on [______]. 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 [_____] additional one-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 ___ 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.

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 attached hereto.
   3.2. If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:  
      3.2.1. Agreement  
      3.2.2. Exhibit A – Background & General Scope of Services  
      3.2.3. Exhibit A.1 – Compensation  
      3.2.4. Exhibit B – Definitions  
      3.2.5. Exhibit C: - Authorizing Legislation  
      3.2.6. Exhibit D - Insurance and Bonding Requirements  
      3.2.7. Exhibit D-1- Performance and Payment Bonds  
      3.2.8. Exhibit E – Airport Security Requirements  
      3.2.9. Exhibit F - Dispute Resolution Procedures  
      3.2.10. Appendix A - Office of Contract Compliance Requirements  
      3.2.11. Appendix B – Contractor Affidavit  
      3.2.12. Additional Contract Documents

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

5. **Services.**
   5.1. **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement and each Task Order. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Service Provider and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of

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3 For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.
the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order.

5.2. Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high-quality working and performing order.

5.3. Change Documents.

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

5.3.2. Potential Change Documents that may be issued concerning this Agreement or any Task Order issued under this Agreement include, but are not limited to:

5.3.2.1. Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

5.3.2.2. Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

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

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

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

5.3.5. Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

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

4 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.).
5.3.7. City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in Exhibit E. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

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

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

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

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

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

6.5. **Subcontracting.** Unless specifically authorized in this Agreement or an applicable Task Order, Service Provider will not enter into any agreement with nor delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services, Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6. **Key Service Provider Personnel and Key Subcontractors.**

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

6.6.1.1. ____;
6.6.1.2. ____; and
6.6.1.3. ____.

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

6.6.2.1. ____;
6.6.2.2. ____; and
6.6.2.3. ____.

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

6.7. **Conflicts of Interest.** Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.
6.8. Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

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

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

8. Payment Procedures.
8.1. General. City will not be obligated to pay Service Provider any amount in addition to the Charges set forth in an applicable Task Order for Service Provider’s provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on Exhibit A.1 Compensation.

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

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

8.4. Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

8.5. 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 Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

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

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

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

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

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

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

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

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

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

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

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

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

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


12.1. Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

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

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

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

12.5. Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City
to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

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

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

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

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

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

14.1. General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:
14.1.1. Service Provider’s or Service Provider Personnel’s performance, non-performance or breach of this Agreement;
14.1.2. compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);
14.1.3. any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or
omission of Service Provider or Service Provider Personnel, excluding acts or omissions by
or at the direction of City;
14.1.4. death of or injury to any individual caused, in whole or in part, by the tortious conduct of
Service Provider or any Person acting for, in the name of, at the direction or supervision of
or on behalf of Service Provider; and
14.1.5. damage to, or loss or destruction of, any real or tangible personal property caused, in
whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the
name of, at the direction or supervision of or on behalf of Service Provider.

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

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

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

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

18. **Termination.**

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

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

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

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

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

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

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

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

18.5. Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.

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

19. Dispute Resolution.

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

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

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

20. General.

20.1. Notices. Any notice 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.

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

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

20.4. **Amendment of City Security Policies.** City may amend or replace Exhibit D from time to time upon thirty (30) days prior written notice to Service Provider.

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

20.6. **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.

20.7. **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.

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

20.9. **Survival.** Any provision of this Agreement which contemplates performance 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.

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

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

20.12. **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.

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

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

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

[SIGNATURES ON NEXT PAGE]
The Parties hereto by authorized representatives have executed this Services Agreement as of the Effective Date.

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Exhibit A: Background and General Scope of Services
FC-10421 – MAINTENANCE AND SERVICE SUPPORT FOR PUBLIC SAFETY SYSTEMS AT H-JAIA

1. BACKGROUND
Hartsfield-Jackson Atlanta International Airport ("H-JAIA") is the world’s busiest airport, in terms of passengers served, serving major international and domestic markets around the globe.

H-JAIA is owned by the City of Atlanta ("CITY") and operated by the Department of Aviation ("DOA"). H-JAIA is located ten (10) miles from downtown Atlanta on 4,700 acres. The corporate boundaries of H-JAIA reach into the political jurisdictions of unincorporated Clayton County, unincorporated Fulton County, and the Cities of College Park, Atlanta, Hapeville, and East Point. H-JAIA has consistently ranked as one of the highest rated large airports in North America for airport performance and customer service.

H-JAIA is home to the largest, single airline hubbing operation (Delta Air Lines) in the world. The Central Passenger Terminal Complex (CPTC) is situated on 380 acres and currently has approximately 6.8 million square feet of facilities including the terminal and seven (7) concourses with 207 domestic and international gates which are all served by a central, underground Automated People Mover (APM) system and pedestrian mall.

Over two hundred and sixty-three (263) concessions, including food and beverage, retail shops and business services are located throughout the CPTC. Currently, twenty-one (21) passenger airlines and seventeen (17) air-cargo operators serve at H-JAIA. More than one hundred and four (104) million international and domestic travelers are serviced by H-JAIA.

The airfield consists of five (5) parallel runways measuring between 9,000 and 11,889 feet long with approximately 5,000,000 square yards of pavement. H-JAIA provides more than 30,000 public parking spaces, 14,500 of those spaces in parking decks.

A Metropolitan Atlanta Rapid Transit Authority ("MARTA") rail station, measuring 5,300 square feet, provides rapid rail service to the City of Atlanta as well as areas of DeKalb and Fulton Counties. The station is located inside the airport terminal on the west end. Cargo facilities for the Airport are located in three main complexes (North, Midfield, and South Cargo Complexes), and include a perishables and equine complex. The total on-airport cargo warehouse space totals approximately 1,300,000 square feet.

Additionally, the Consolidated Rental Car Center ("CONRAC") is connected to the terminal via an elevated people mover system named the ATL SkyTrain. The 67.5 acre facility houses all rental car company operations and vehicles. The rental car center includes two four-story parking decks, more than 8,700 parking spaces and a 137,000 square foot customer service center. The rental car center currently accommodates 13 rental car agencies.

1.1. ACRONYMS
AED – Automated External Defibrillator
BVMS – Bosch Video Management System
C4 – Centralized Command and Control Center
CITY – City of Atlanta
CONRAC – Consolidated Rental Car Facility
CPTC – Central Passenger Terminal Complex
AIM-AVS – Atlanta Information Management – Aviation Services
1.2. DEFINITIONS

City Authorized Representative - A representative from the City, whom can make decisions on the DOA’s behalf.

CONRAC - H-JAIA’s Consolidated Rental Car Center.

CPTC - The Central Passenger Terminal Complex at H-JAIA which includes Concourses, Security Checkpoint, Baggage Claim, Concessions and vertical transportation.

AIM-AVS - The City’s Atlanta Information Management division that supports the Department of Aviation.

Interface - A concept that refers to a point of interaction between components, and is applicable at the level of both hardware and software.

MHJIT – Maynard Holbrook Jackson Jr. International Terminal, located on the east side of the airfield and accessible by I-75; includes Concourse “F”.

Remote locations - Includes H-JAIA sites not part of the CPTC. Some examples are South Cargo, CONRAC facilities, Tech Campus.

Security personnel - An employee of the DOA’s Security division.

Bosch Video Management System - Software that controls the recording and retrieval of CCTV cameras.

1.3. Systems Overview: The objective of this request is to provide maintenance and services for several different public safety systems. The existing system descriptions for each system are as follows:

1.3.1. Closed Circuit Television (“CCTV”) Cameras: The Bosch CCTV is an Internet Protocol (“IP”) system that is intended to provide an increased level of security, detect,
prevent, or reduce the incidence of crime, prevent and respond effectively to all forms of harassment and public disorder, and provide emergency services assistance and to assist with health and safety.

1.3.1.1. Bosch System

1.3.1.1.1. Components. Bosch Video Management software, IP and non-IP cameras, Bosch encoders, disk arrays, keyboards, decoders, workstations, servers, monitors, fiber receivers and transceivers and bi-phase convertors. The City is the primary user of the Bosch CCTV system.

1.3.1.1.2. Configuration. Bosch’s Video Recording Manager (“VRM”) centrally manages direct-to-iSCSI recording from analog and IP cameras and encoders. The entire system is controlled using Bosch’s BVMS, an enterprise IP video security solution that provides management of digital video and data across the H-JAIA IP network. Currently, BVMS is used for recording and retrieval of video.

1.3.1.1.3. Integration. The System is currently integrated with the Lenel OnGuard Security Access Control System (“SACS”) for camera call up of various alarms, including door forced, door held open alarms and Automated External Defibrillator (AED) cabinet alarms. Terminal Servers connect to both the DOA network and the SACS dedicated network to enable communication between the Lenel server and the Bosch server. A Bosch automation license is required on each BVMS workstations that require AED/SACS alarm notifications.

1.3.1.1.4. Capacity. The capacity expands tremendously as areas are renovated and CCTV coverage gaps are filled. The system provides coverage throughout the Main Terminal, Concourses T – F, CONRAC facilities, Tech Campus, South Cargo, and Parking Lots.

1.3.1.1.5. System. The Bosch CCTV system includes, but is not limited to the following:

1.3.1.1.5.1. Head End equipment:

1.3.1.1.5.1.1. Eighteen (18) Head End Servers

1.3.1.1.5.1.2. Head End – 1 Physical Server with 9 VMs (2 for VMWare, 1 Enterprise, 3 Management, 3 VRMs)

1.3.1.1.5.1.3. Redundant – 1 Physical Server with 9 VMs (Replication of Head End at AVS)

1.3.1.1.5.1.4. Mobile Server – 1 Physical Server with 17 VMs (2 for VMWare, 15 Mobile VMs)

1.3.1.1.5.2. Administrative devices:

1.3.1.1.5.2.1. Thirty-seven (37) BVMS Workstations

1.3.1.1.5.2.2. Fifty-six (56) Intel NUC mini-workstations, accessories, and associated monitors

1.3.1.1.5.2.3. Two (2) TSA BVMS workstations with four (4) monitors

1.3.1.1.5.2.4. Two (2) TSA Projector Displays

1.3.1.1.5.3. Field Equipment:
1.3.1.5.3.1. One-Hundred sixty-three (163) Bosch Disk Arrays
1.3.1.5.3.2. Two-Thousand eight-hundred and twenty (2,820) Cameras
1.3.1.5.3.3. Decoders
1.3.1.5.3.4. Encoders
1.3.1.5.3.5. Bi-Phase Convertors
1.3.1.5.3.6. UPS units
1.3.1.5.3.7. One Hundred and Five (105) Wireless Mesh Access Points
1.3.1.5.3.8. Seventeen (17) Solar Power Arrays

1.3.2. Automated External Defibrillator (“AED”) Cabinets: An AED is a small user-friendly device that recognizes heart rhythms and if necessary, will advise the user to deliver a shock in order to restore normal heart rhythm.

1.3.2.1. Accessibility. H-JAIA has provided publicly accessible defibrillators that are strategically placed and visibly located in cabinets throughout the Airport.

1.3.2.2. Integration/Response. The AED devices are integrated with SACS and CCTV to provide rapid and accurate responses to the public. Removing an AED from a wall cabinet automatically notify H-JAIA’s Centralized Command and Control Center (“C4”) through the SACS monitoring workstation. C4 operators will immediately dispatch the proper personnel to the area.

1.3.2.3. Locations. There are currently two hundred and fifty (250) AED cabinets installed throughout H-JAIA (Main Terminal and MHJIT) and remote locations, Georgia International Convention Center (“GICC”) train station and the Consolidated Rental Car Center (“CONRAC”), (See Attachment “1”).

1.3.3. Emergency Call Boxes: The Emergency Call Box (“ECB”) system is installed to provide airport customers with a reliable two-way communication solution to C4 for emergency purposes and to Standard Parking for informational purposes.

1.3.3.1. Locations. There are three hundred and eighty-four (384) ECB units are currently installed in the North, South and West Economy, MHJIT, Hourly and Daily parking lots as well as the GICC train station, RCC and HJAIA’s remote locations.

1.3.3.2. System. The ECB system includes visible blue lights, Emergency phones, wiring and telephone lines, (See Attachment “1”).

1.3.4. Other Components

1.3.4.1. Flint River Monitoring System: This surveillance and monitoring system covers the four Flint River outlets affecting the airport and was installed in early 1995 and updated in early 2000.

1.3.4.1.1. Purpose. The system was installed to detect intruders in the openings to the Flint River that provide access to the air operations area and set off an alarm in the SACS system when an intruder is detected within a specified distance of the river outlet.
1.3.4.1.2. **System.** It consists of eighteen (18) cameras, motion detectors, microwave transmitters and electrical power sources.

1.3.4.2. **Runway 10-28 Monitoring System:** Installed in mid-2006, this system consists of six (6) cameras and sensors that monitor culverts which may provide possible access points into restricted areas.

1.3.4.2.1. **Purpose.** The objective of this system is to detect intruders at these culvert locations and set off an alarm in the SACS system when an intruder is detected within a specified distance of the culverts.

1.3.4.2.2. **System.** Typical installations that surround the runway include a pan/tilt/zoom camera, a fixed camera, two motion sensors and transceivers for the cameras and sensors. Power is provided to the cameras from a local power panel.
2. **SCOPE OF SERVICES** The Provider shall be responsible for the complete operation and maintenance of the existing CCTV System, AED cabinets, Emergency Call Boxes and other security components at HJAIA and remote sites. The Provider shall preserve and maintain the Public Safety Systems devices in a safe, complete and continually usable and functioning condition for which each system was designed.

2.1. **Policies and Procedures.** The Provider shall follow all Policies, Procedures and Standards found in the 'Information Security Policies and Procedures' included as Attachment “2”.

2.2. **Equipment maintenance.** The maintenance which will be performed shall include but not be limited to the following equipment:

2.2.1. **CCTV**
2.2.1.1. Servers;
2.2.1.2. Workstations/mini-workstations with associated accessories & monitors;
2.2.1.3. Monitors;
2.2.1.4. Projector Displays;
2.2.1.5. Disk Arrays;
2.2.1.6. Cameras;
2.2.1.7. Decoders;
2.2.1.8. Encoders;
2.2.1.9. Bi-phase Convertors;
2.2.1.10. UPS units;
2.2.1.11. Wireless Mesh Access Points;
2.2.1.12. Solar Power Panels and Units; and
2.2.1.13. Video Management Software & licenses.

2.2.2. **AED**
2.2.2.1. Cabinet;
2.2.2.2. Batteries;
2.2.2.3. Local Enunciator;
2.2.2.4. Strobe Light;
2.2.2.5. Cabling & Wiring; and
2.2.2.6. Portable Defibrillator.

2.2.3. **Emergency Call Box System**
2.2.3.1. Blue strobe light;
2.2.3.2. Emergency phone;
2.2.3.3. Wiring; and
2.2.3.4. Telephone line.

2.2.4. **Other Components**
2.2.4.1. Motion Detectors;
2.2.4.2. Microwave transmitters;
2.2.4.3. Power Sources;
2.2.4.4. WTI system and components;
2.2.4.5. Verint Smart Site system and components; and
2.2.4.6. Transceivers/Receivers.
2.3. Responsibilities. In execution of this contract, the Provider shall:

2.3.1. Install new and replacement equipment, perform adds, changes, or modifications;
2.3.2. Install cabling to support equipment;
2.3.3. Monitor servers and workstations;
2.3.4. Install software and maintain software interfaces;
2.3.5. Support H-JAIA employees in retrieving system recordings;
2.3.6. Perform database and system backups and restorations;
2.3.7. Configure and troubleshoot CCTV software;
2.3.8. Perform CCTV security audit procedures per the CCTV Use Policy (i.e. password management, access level audits), located in Attachment “5”;
2.3.9. Maintain system disaster recovery plan;
2.3.10. Provide scheduled reports;
2.3.11. Perform system monitoring;
2.3.12. Perform system programming and testing;
2.3.13. Perform preventative maintenance;
2.3.14. Perform corrective maintenance on all devices listed in Section 2.2.1;
2.3.15. Procure new equipment as required;
2.3.16. Maintain equipment inventory;
2.3.17. Perform continuous system analysis;
2.3.18. Provide training and system documentation;
2.3.19. Support H-JAIA’s modification / expansion projects; and
2.3.20. Maintain the Flint River and Runway 10-28 Monitoring System. Provide all direct and indirect labor required to perform the required services.

2.4. Standards and Requirements. This section specifies the standards and requirements to be met by the Provider in fulfilling the scope of services listed in Section 3.4:

2.4.1. General
2.4.1.1. The Provider shall provide resumes for key personnel that will be working on this contract to the City’s Authorized Representative. Staff members must be approved by the City before Notice To Proceed;
2.4.1.2. The Provider shall provide all personnel, tools, equipment, materials, supplies and transportation necessary to complete the Scope of Work listed;
2.4.1.3. The Provider’s lead technicians shall be Bosch certified;
2.4.1.4. Any changes to the staffing plan shall be approved by the City’s Authorized Representative;
2.4.1.5. The Provider shall be responsible for obtaining off-site office space within a thirty (30) mile radius to H-JAIA;
2.4.1.6. The City will provide a space for on-site storage to the Provider. The space shall be used to store Public Safety System related equipment and tools;
2.4.1.7. The Provider shall provide any telephones and workstations required to execute the contract;
2.4.1.8. The Provider shall conform to the H-JAIA Security Policy, located in Attachment 6;

2.4.1.9. The Provider shall provide a (1) one year warranty for all new equipment installed. The warranty of the equipment starts from the date it is installed and accepted by the City;

2.4.1.10. The Provider shall be responsible for all shipping costs for all equipment;

2.4.1.11. Changes to the Public Safety Systems can not begin until a Management Request has been submitted one (1) week prior to the requested change being completed and the Change Management process defined in the ‘Information Security Policies and Procedures’;

2.4.1.12. The Provider shall maintain the Quality Assurance Program provided with their Proposal. The Quality Assurance Program will ensure services are performed in accordance to the scope of services described within. The Provider shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Provider's Quality Assurance Program is the means by which they assure that their work complies with the requirement of the contract. Identify the methods and procedures for defining and controlling the program. To assure the Provider is in compliance with the approved Quality Assurance Program; such program will be subject to quality audits by the City. Audits will be scheduled by the City as required;

2.4.1.13. When changes are approved by the City’s Authorized Representative, the Provider shall be responsible for installation and configuration of all Public Safety Systems’ equipment;

2.4.1.14. The Provider shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work in accordance with the applicable portions of the Occupational Safety and Health Administration (OSHA) and other governing agencies;

2.4.1.15. The Provider shall report promptly in writing to the designated representative accidents in connection with the performance of the work which results in death, any injury requiring medical treatment other than first aid administered at the jobsite, or property damage, giving full details and statements of witnesses;

2.4.1.16. The Provider shall be required to display appropriate signage to alert the public of unsafe conditions. The use of temporary signs at H-JAIA is a necessary practice. First, and foremost, the Provider shall use accurate and concise warning signs. Secondly, it is the H-JAIA policy to notify the traveling public, through the use of signs, whenever any of our facilities such as, but not limited to, restrooms, stairwells, restoration areas, equipment, escalators, and elevators are not in service. These signs will be used to direct the traveling public to the nearest equivalent that is in service. The unexpected need for crowd control or other deviation from a normal route shall be provided through the use of temporary signs. The Provider shall be required to coordinate sign policy changes on an as needed basis;
2.4.1.17. The Provider shall be solely and completely responsible for initiation, maintaining, and supervision of safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to employees on the work site and other persons including, but not limited to general public who may be affected;

2.4.1.18. The Provider shall take all necessary precautions to prevent injury to the public, building occupants, or damage to the property of others;

2.4.1.19. The storage, positioning, or use of equipment, tools, scraps, trash, and furniture in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited;

2.4.1.20. No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants;

2.4.1.21. Work shall not be performed in any area occupied by the public or building occupants unless specifically permitted by the City’s Authorized Representative and unless adequate steps are taken for the protection of the public or employees;

2.4.1.22. At all times, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area;

2.4.1.23. When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under, or over the work area, alternate precautions such as the posting of signs, the use of signal persons, and the erection of barricades or similar protection around particularly hazardous operations shall be used;

2.4.1.24. When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades; and

2.4.1.25. Barricades shall be removed upon completion of the work, in accordance with local ordinances.

2.4.2. Install and replace equipment.

2.4.2.1. The Provider shall complete all work in full conformance with the National Electrical Code (“NEC”) and ANSI/EIA/TIA Commercial Building Wiring Standards-A567, 568, 569, 606, all other EIA/TIA standards and references;

2.4.2.2. All equipment shall be installed according to manufacturer’s specification;

2.4.2.3. Changes, in accordance with 'Information Security Policies and Procedures’, must be approved by the DOA before any equipment can be installed;

2.4.2.4. Any equipment found to be defective shall be replaced using the in-stock inventory;
2.4.2.5. All new equipment will be purchased by the Provider upon advanced approval by the City;

2.4.2.6. All equipment must be received and documented and stored in an approved location; and

2.4.2.7. All procured equipment must be new and consistent with current technology and meet the City’s equipment standards, found in the ‘DIT-A Network Standards’, located in Attachment “3”.

2.4.3. Install Cabling.
2.4.3.1. Services shall conform to applicable parts of ANSI/TIA/EIA system wiring, pathways and spaces, and Administration standards EEIA/TIA-568, EIA/TIA-569 and TIA/EIA 606, and any applicable City cabling standards for the Public Safety Systems;

2.4.3.2. Install new cabling to support equipment as required;

2.4.3.3. Repair existing cabling as required; and

2.4.3.4. All cabling must follow the cabling standards found in the ‘Communications Infrastructure Standards’, located in Attachment “4”.

2.4.4. Servers and Workstations.
2.4.4.1. The Provider shall keep all software versions and patches updated and current;

2.4.4.2. Any upgrades or newly released versions of software are to be scheduled by the Provider two (2) weeks in advance and accomplished in accordance with the Information Security Policies and Procedures;

2.4.4.3. Updates to software must be planned and scheduled using the Change Management process defined in the Information Security Policies and Procedures;

2.4.4.4. Changes to server configuration, distribution or location must be requested in writing and approved by the City five (5) days in advance of any work to be performed;

2.4.4.5. Access to server and telecommunications rooms to perform maintenance must be scheduled with the City in advance. Conformance to security policy found in the Information Security Policies and Procedures is required; and

2.4.4.6. The City must be notified by telephone when emergency access is required to the DIT-Aviation’s server room(s). All access processes are defined in the Information Security Policies and Procedures.

2.4.5. Install software and maintain software interfaces.
2.4.5.1. The Provider shall be responsible for ensuring all current interfaces are operational, including but not limited to:
2.4.5.1.1. **CCTV & AED.** Upon opening AED cabinet and pulling out defibrillator, the associated camera shall automatically call-up on the CCTV screen; and

2.4.5.1.2. **CCTV & SACS.** Upon an alarm due to door force open or door held open, the associated camera shall automatically call-up on the CCTV screen.

2.4.5.2. Under this scope of work regarding interfacing, the Provider is responsible for all terminal server hardware and cabling, as well as the configuration to ensure two-way communication between the SACS and CCTV systems. The Provider shall be responsible for all hardware and wiring related to interfacing. The Provider shall be responsible for all software related to interfacing;

2.4.5.3. The Provider shall coordinate repairs for Public Safety Systems that are not owned by the City;

2.4.5.4. The Provider shall work with other Providers who may need to make connections to the Public Safety Systems. The Provider shall be responsible for coordinating with City’s Authorized Representative and other contractors to ensure that all new systems are properly integrated / interfaced with the existing Public Safety Systems;

2.4.6. **Retrieval of System Recordings.**

2.4.6.1. The Provider shall conform to the Policy, found in Attachment “5”, when retrieving video that is owned by the City; and

2.4.6.2. Assist Security personnel in locating video when needed for playback.

2.4.7. **Perform Database and System Backups.**

2.4.7.1. System backups shall be controlled and executed by the Provider;

2.4.7.2. The Provider shall supply the City with back-up data on a weekly basis;

2.4.7.3. If the City finds that there are any problems associated with backing up the data, the Provider will be notified and shall be available immediately to assist in resolving the problem. If the problem is found to belong to the Provider, it will be resolved according to a schedule provided by the City;

2.4.7.4. The Provider shall backup the CCTV system database, which should include camera files, interface configuration, PTZ control configuration, user information and endpoint configuration; and

2.4.7.5. The Provider shall be responsible for the integrity of all Public Safety Systems databases.

2.4.8. **System Disaster Recovery.**

2.4.8.1. The Provider shall submit a System Disaster Recovery Plan to the City within 3 months. The City must approve the System Disaster Recovery Plan; and

2.4.8.2. On a quarterly basis, the Provider shall test the back-up data on a test server. Results of the restoration test shall be provided to the City.
2.4.9. **Reporting.** At the end of each month the Proponent shall provide the City with the System Availability, Work Order, Inventory and Preventative Maintenance reports which will document any issues found with the Public Safety Systems listed within.

2.4.9.1. **System Availability Report.** Details uptime of equipment including servers, encoders, disk arrays, decoders, keyboards, cameras, emergency call boxes and AED cabinets. Fields include:

- **2.4.9.1.1.** Equipment type;
- **2.4.9.1.2.** Name of equipment;
- **2.4.9.1.3.** Availability;
- **2.4.9.1.4.** Uptime;
- **2.4.9.1.5.** IP address;
- **2.4.9.1.6.** Number of outages; and
- **2.4.9.1.7.** Downtime.

2.4.9.2. **Work Order Report.** The Proponent shall provide the City with a Work Order Report which documents all issues found with the Public Safety Systems listed within. This report shall include a list of any upgrades recommended for maintaining or enhancing Public Safety System operations. The report shall consist of the following minimum information:

- **2.4.9.2.1.** Device down time;
- **2.4.9.2.2.** Ticket status;
- **2.4.9.2.3.** Ticket resolution;
- **2.4.9.2.4.** Ticket type;
- **2.4.9.2.5.** Device name;
- **2.4.9.2.6.** Device location;
- **2.4.9.2.7.** Person assigned to (technician);
- **2.4.9.2.8.** Incident (ticket) number;
- **2.4.9.2.9.** Description of the problem; and
- **2.4.9.2.10.** Airport impact.

2.4.9.3. **Inventory Report.** The inventory quantity spreadsheet shall include:

- **2.4.9.3.1.** Part number;
- **2.4.9.3.2.** Description;
- **2.4.9.3.3.** Quantity;
- **2.4.9.3.4.** Location;
- **2.4.9.3.5.** Date inventory taken; and
- **2.4.9.3.6.** Technician verifying inventory.

2.4.9.4. **Preventative Maintenance Report.** The Provider shall provide the City with a Preventative Maintenance Report. The report shall encompass details of the physical inspection, cleaning, calibration, configuration and testing of managed equipment.

2.4.9.5. **Performance Inspection.** The Provider shall perform Public Safety System hardware and software performance inspections. The Provider shall provide a quarterly performance report to the City, including recommendations for upgrading any hardware or software that will substantially improve systems reliability and/or performance.
2.4.9.6. **System Monitoring.**

2.4.9.6.1. The Provider must provide continuous monitoring of the critical system components of each Public Safety System (servers, keyboard workstations, cameras, encoders, decoders, disk arrays, emergency call boxes, phone lines, AED cabinets, defibrillator, etc.). Provider is responsible for monitoring and should supply monthly device availability reports;

2.4.9.6.2. The Provider must provide continuous monitoring of the Public Safety Systems and notify the City if there are any problems;

2.4.9.6.3. All problems found during monitoring are to be resolved and an incident ticket is recorded which defines the problem and resolution. Providers must supply monthly incident ticket reports;

2.4.9.6.4. Device failures deemed to be critical should be repaired/replace after first notifying the City. The Provider must supply an escalation matrix to the City that includes all member(s) of their maintenance support staff;

2.4.9.6.5. If problems are found which require assistance from the City to resolve, the Provider will contact the City within the prescribed MRT guidelines, found in Section 3.5.12.4.

2.4.9.7. **System Programming and Testing.**

2.4.9.7.1. The Provider will be responsible for configuring all head-end equipment, hardware, and software for all Public Safety Systems listed within;

2.4.9.7.2. The Provider will be responsible for installing all software on the City’s devices for an end user to use the Public Safety Systems listed within;

2.4.9.7.3. The Provider shall obtain all IP addressing and naming conventions from DIT-A for all equipment related to the Public Safety Systems;

2.4.9.7.4. Before implementing any change in the production environment, testing must be done in advance and test results recorded. The detailed test and implementation plan along with the test results must be provided to the City for approval before the change is introduced into the production environment; and

2.4.9.7.5. A change request must be submitted two (2) week prior to the planned implementation of any planned system changes (software or hardware installations). The Provider must follow the Change Management process as defined in the Information Security Policies and Procedures.

2.4.9.8. **Operations and Maintenance**

2.4.9.8.1. **General.**

2.4.9.8.1.1. The Providers must submit an Operations and Maintenance plan which contains details of how Preventative and Corrective Maintenance will be performed on the Public Safety Systems. Provider must supply a monthly preventative maintenance report that encompasses the physical
inspection, cleaning, calibration, configuration and testing of managed equipment.

2.4.9.8.1.1. Maintenance support staff shall be available on site during the normal business hours of 08:00 – 17:00 (Monday through Friday), for the Airport Security Office, 5 days every week excluding City recognized Holidays, with off-hour support available through a primary contact available 24 hours per day. The normal business hours defined may be amended by the Airport;

2.4.9.8.1.2. Any changes or maintenance activities that affect airport operations, are deemed major or disrupt services shall be scheduled during the hours 23:00 to 05:00;

2.4.9.8.1.3. Non-schedule maintenance activities must be approved by the City in advance; and

2.4.9.8.1.4. All IT related maintenance shall be performed within the maintenance window (refer to H-JAIA IT Policies for exceptions).

2.4.9.8.1.5. Total system uptime of 99.99% must be maintained. The total system critical elements are servers, disk arrays, cameras, workstations, emergency call boxes, and AED cabinets.. Provider is required to meet or exceed customer’s expectation.

2.4.9.8.2. Preventative Maintenance.

2.4.9.8.2.1. Preventative Maintenance is defined as maintenance including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring;

2.4.9.8.2.2. The Provider must supply a monthly preventative maintenance report that encompasses the physical inspection, cleaning, calibration, configuration and testing of managed equipment of all Public Safety Systems listed within;

2.4.9.8.2.3. Preventative Maintenance must be performed using qualified technicians and industry best practices;

2.4.9.8.2.4. Preventative, Software, and Equipment Maintenance schedules must be presented to the Airport Security Manager for approval before execution.

2.4.9.8.2.5. Proposed changes to the Preventative Maintenance process/procedures must be presented to the City for approval before execution;

2.4.9.8.2.6. All preventative maintenance related to network components (switches, network cabling, media convertors shall be performed by the City;

2.4.9.8.2.7. Quarterly checks of the overall system shall be performed and detailed reports shall be provided to the City;
2.4.9.8.2.8. Preventative maintenance shall be executed to identify degraded system/equipment performance or physical defects that could result in extended down time in advance;

2.4.9.8.2.9. Preventative Maintenance shall include the proactive identification of problems;

2.4.9.8.2.10. All equipment inventories will be stored in a secure, climate controlled environment;

2.4.9.8.2.11. The Provider shall identify faulty equipment, dismount equipment, ship defective components and coordinate with appropriate vendors for repair or replacement of Public Safety Systems equipment under warranty. The Provider shall take delivery of and re-install repaired or replacement equipment;

2.4.9.8.2.12. All required supplies and spare parts shall be maintained to meet maintenance requirements. Spare parts shall be provided by the Provider in sufficient quantities which support the ability to respond based on pre-defined service level definitions and current failure trends. In cases where such maintenance work is subcontracted to others, the Provider shall be responsible for prioritizing and coordinating all work efforts;

2.4.9.8.2.13. Coordinate warranty repairs and notify the City of their need to initiate other agreements for obtaining repair and preventative maintenance at least six (6) months prior to notification of expiration of warranties;

2.4.9.8.2.14. The Provider shall perform all required Public Safety System hardware and software upgrades as needed. In cases where the affected system is under warranty by others, he/she will coordinate all upgrades to assure integration with other systems;

2.4.9.8.2.15. The Provider shall perform all regular preventive maintenance procedures recommended by the Public Safety System hardware and software manufacturers, including software and firmware upgrades. The Provider shall direct and work with associated vendors to resolve all operational problems;

2.4.9.8.2.16. The Provider shall perform all reworks or replacements as the City may require, in order to verify that such reworks and replacements comply with the City’s requirements. The Provider shall bear all costs associated with such reworks and replacements, including the removal and replacements of equipment and materials necessary to gain access; and

2.4.9.8.2.17. The Provider shall report any vegetation interfering with operations to the City’s Authorized Representative for remediation.

2.4.9.8.3. Corrective Maintenance.
2.4.9.8.3.1. Corrective Maintenance is the identification and correction of system, equipment or component failures. It encompasses all Public Safety Systems’ hardware and software, installation and design malfunctions;

2.4.9.8.3.2. The Provider shall resolve all issues and work with Public Safety Systems vendors to resolve any hardware or software problems;

2.4.9.8.3.3. Corrective procedures for these failures shall be performed on a 24-hour basis, 7 days per week, and 365 days per year with a two (2) hour maximum response time.

2.4.9.8.3.4. The replacement of failed components and system equipment shall be accomplished by the Provider using on-hand inventory;

2.4.9.8.3.5. If the Provider cannot repair the failure within the required SLA, the problem must be reviewed by the City to determine the reason for the repair delay and if additional time is required;

2.4.9.8.3.6. A trouble call can be initiated by any City designated employee;

2.4.9.8.3.7. The Provider shall also continually analyze operational and maintenance performance data to determine actual or potential design or installation defects which could detract from the equipment or systems capability to perform its intended operational requirements;

2.4.9.8.3.8. The Provider shall furnish all required General Purpose Electronic Test Equipment (GPETE) and other tools to complete the required System repairs;

2.4.9.8.3.9. The Provider must provide the City access to customer care via phone and an online maintenance system 24X7X365;

2.4.9.8.3.10. The Provider shall provide online work order management system which records work tickets. (Ticket must include at least the following: Ticket Reference number, Problem description, assigned to, when ticket was created (date/time), when ticket was resolved (date/time), acknowledged by who, Date/Time of ticket acknowledgement, a description of the resolution, downtime, and who created work ticket);

2.4.9.8.3.11. The online work order management system shall provide immediate electronic notification to technician servicing maintenance requests;

2.4.9.8.3.12. The online work order management system shall have the ability to generate reports on maintenance activity for the City;

2.4.9.8.3.13. Provider will provide user IDs for online work order management system to the City with the ability to enter, check status of, update work orders and print work order reports;
2.4.9.3.14. Initial acknowledgment to all problems should be within five (5) minutes during core business hours. Acknowledgment is defined as the Provider acknowledging the failure by phone or email to the Airport Security Manager or designated employee.

2.4.9.3.15. Response to all problems shall be within fifteen (15) minutes during core business hours. Response is defined as the Provider being on-site to address and resolve the issue.

2.4.9.3.16. Resolution to all problems should take place within forty five (45) minutes during core business hours. Resolution is defined as a temporary or permanent fix to the issue.

2.4.9.3.17. Initial acknowledgment to all problems should take place within fifteen (15) minutes during non-core business hours.

2.4.9.3.18. Response to all problems should take place within thirty (30) minutes during non-core business hours.

2.4.9.3.19. Resolution to all problems should take place within sixty (60) minutes during non-core business hours.

2.4.9.3.20. Provide access to online incident database to designated City employee(s).

2.4.9.3.21. The City will determine the criticality of all problems and prioritize all incident requests;

2.4.9.3.22. Service Level Definitions

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<tr>
<th>Service Level Requirements – Core Business Hours</th>
<th>Maximum Response Time</th>
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2.4.9.8.4. Warranty

2.4.9.8.4.1. The Provider warrants all equipment, materials, and labor furnished, supplied or performed shall be satisfactory for their intended purposes and shall be free of all defects in their administration services, materials and workmanship for a period of one (1) year after completion;

2.4.9.8.4.2. Upon receipt of written notice from the City of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective administration, practices, equipment, materials or workmanship, the affected item or parts shall be reworked or replaced in accordance with the MRT table found in Section 2.4.9.8.4;

2.4.9.8.4.3. Repairs to items and work relating to the Public Safety Systems operations covered by other warranties, maintenance agreements shall be coordinated and tracked by the Provider;

2.4.9.8.4.4. The Provider warrants such reworks or replacement works against defective administration service practices, materials, and workmanship in accordance with the warranty provisions above specified. Should the Provider fail to promptly make the necessary rework and replacements, the City may perform or cause to be performed the same at the Provider’s expense; and

2.4.9.8.4.5. The Provider shall be solely liable for the satisfaction and performance of the warranties as set forth herein.

2.4.9.8.5. Inventory.

2.4.9.8.5.1. The Provider shall perform an initial inventory of all Public Safety Systems, including all spare parts; maintain accurate current configurations records; and make such information available to the City in writing. The inventory shall be updated at least quarterly with written results and recommendations furnished to the City. The inventory shall include information regarding ownership, location, model number serial numbers, purchase date, warranty provider and warranty expirations.

2.4.9.8.6. Training and System Documentation.

2.4.9.8.6.1. The provider shall document all Public Safety Systems equipment and components, showing numbering, location descriptors, DVR assignments, equipment model numbers, and equipment install dates in electronic format; preferred method is Microsoft Excel.

2.4.9.8.6.2. The Provider shall prepare and submit six (6) copies of a Configuration Management Plan to the City not later than sixty (60) days after “Notice to Proceed” for review and approval. The Configuration Management Plan shall identify the methods and procedures that the Provider will use to verify, maintain and update the system configuration. The Configuration Management Plan will include, but not limited to the following items:

2.4.9.8.6.2.1. Personnel Requirements by skill set;
2.4.9.8.6.2.2. Responsibilities of the Provider;
2.4.9.8.6.2.3. Assumptions;
2.4.9.8.6.2.4. Resources including suggested spare parts lists;
2.4.9.8.6.2.5. Training Requirements for end users;
2.4.9.8.6.2.6. Administrative Support Requirements and Office Space;
2.4.9.8.6.2.7. Definition of terms and Procedures;
2.4.9.8.6.2.8. Tools, General and Specialized;
2.4.9.8.6.2.9. Configuration Identification - the process of documenting and labeling the items in the systems;
2.4.9.8.6.2.10. Configuration Control and Changes – the process of assessing the impact of a possible change to systems, determining the outcome of the proposed change, executing the approved changes, and ensuring that the change is implemented with the proper documentation;
2.4.9.8.6.2.11. Configuration Status Accounting – the process of ensuring that all of the relevant information concerning an item is documented and maintained;
2.4.9.8.6.2.12. Naming Conventions – the process of naming or addressing each item in each of the Public Safety Systems;
2.4.9.8.6.2.13. Configuration Verification, Audit, and Review Procedures – the process of analyzing configuration items and their respective documentation to ensure that the documentation reflects the current situation;
2.4.9.8.6.2.14. Public Safety Systems Configurations, including but not limited to:
   2.4.9.8.6.2.14.1. Camera/AED Cabinet/Call Box/Other Monitoring Systems locations, purpose, identification and type;
   2.4.9.8.6.2.14.2. System interfaces such as SACS, motion detectors, etc;
   2.4.9.8.6.2.14.3. Camera sequences and relations to track the movement of persons in facility;
   2.4.9.8.6.2.14.4. Special programming;
   2.4.9.8.6.2.14.5. Other Configurations features; and
   2.4.9.8.6.2.14.6. Sub-contractors and vendor configuration requirements.
2.4.9.8.6.2.15. The Provider shall update and maintain “as built” of record drawings of all Public Safety Systems and equipment. The record drawings shall be prepared in accordance with Section 3.5.15. Drawings shall be in the latest version of AutoCAD. These drawings shall be provided on CD ROM, or any other electronic media recommended by the City. The drawings files shall become the property of the City. The Provider shall prepare and submit drawings within 90 days of NTP for review and approval by the City.
2.4.9.8.6.2.16. The Provider shall update and maintain Operating and Maintenance manuals for all City owned Public Safety System equipment and components so that that the systems and equipment can be properly operated and maintained by others.
2.4.9.8.6.2.17. The Provider shall provide operator training as needed on all systems and equipment. The Provider shall provide on-site training. Training includes, but is not limited to:

2.4.9.8.6.2.17.1. Equipment Operation;

2.4.9.8.6.2.17.2. Troubleshooting procedures including:
   2.4.9.8.6.2.17.2.1. Diagnosis and Testing;
   2.4.9.8.6.2.17.2.2. Interfaces with Other Equipment;
   2.4.9.8.6.2.17.2.3. Prevention and Corrective Maintenance Procedures;
   2.4.9.8.6.2.17.2.4. Setup of Equipment Functions and Features;
   2.4.9.8.6.2.17.2.5. House-keeping and Cleaning of Equipment;
   2.4.9.8.6.2.17.2.6. System and Equipment Management Software; and
   2.4.9.8.6.2.17.2.7. Ad-hoc training as per the CITY’s request.

2.4.9.8.7. Drawings.

2.4.9.8.7.1. The Provider shall produce updated standards-based drawings to depict all new system modifications in accordance with EIA/TIA-567, 568, 569 and TIA/EIA-606.

2.4.9.8.7.2. Symbols for use in representing elements of the Public Safety Systems and infrastructures shall be in accordance with EIA/TIA-A569, TIA/EIA-606, and ANSI/EIA/TIA-587 standards. All symbols shall be made available in AutoCAD.

2.4.9.8.7.3. Definitions of terms, acronyms, abbreviations, and formats shall be in accordance with EIA/TIA-A568, EIA/TIA-569 and TIA/EIA-606 standards.

2.4.9.8.7.4. All drawings shall be arranged to be easily readable. Drawings shall not be crowded or cluttered. Notes shall be located as far toward the right hand border of the drawing as possible. Circuitry shall be presented with a minimum of crossed or offset lines. These drawings shall conform to ANSI/EIA/TIA-A568, 569, and TIA/EIA-606 standards.

2.4.9.8.7.5. Drawings shall include the following types:
   2.4.9.8.7.5.1. Floor layout showing the arrangement of equipment in rooms, closets, work areas and spaces;
   2.4.9.8.7.5.2. Backbone drawings showing plan and elevation views of all backbone cabling as installed in and routed through telecommunications pathways, spaces, closets, equipment rooms and entrance facilities;
   2.4.9.8.7.5.3. System drawings showing block diagrams and schematics for the overall Public Safety Systems;
   2.4.9.8.7.5.4. Integration Drawings showing the various types of equipment and connectivity;
2.4.9.8.7.5.5. Record Drawings for the Public Safety Systems shall be maintained continuously. These drawings produced by the Provider shall show the location of all equipment rooms, entrance facilities, cross-connect facilities, electrical closets, and cable terminations, including the horizontal and backbone cables. Records shall include the following types:

2.4.9.8.7.5.6. Equipment maintenance records, depicting the date and type of maintenance performed;

2.4.9.8.7.5.7. Cable records for various cable types in use shall be maintained. The cable identifier, cable type, manufacturer, and pairs of conductors shall be recorded for each cable. The cable records shall be maintained continuously in accordance with TIA/EIA-606, EIA/TIA-569 including references. The Provider shall submit an example of a cable record for review and approval by the Engineer;

2.4.9.8.7.5.8. Wiring System records shall be maintained continuously in accordance with TIA/EIA-606, ANSI/EIA/TIA-569 including applicable references;

2.4.9.8.7.5.9. Pathway and space administration records shall be maintained in accordance with TIA/EIA-606 and ANSI/EIA/TIA-569;

2.4.9.8.7.5.10. Splice records shall be maintained in accordance with TIA/EIA-606;

2.4.9.8.7.5.11. Grounding and bonding records shall be maintained in accordance with TIA/EIA-606; and

2.4.9.8.7.5.12. Labeling and color coding records shall be maintained in accordance with TIA/EIA-606.

2.4.9.8.8. Modifications / Expansions.

2.4.9.8.8.1. The Provider shall support H-JAIA’s modification / expansion projects through adding, moving, changing and deleting equipment to the Public Safety Systems.

2.4.9.8.8.2. The City may request that the Provider supply equipment or services outside of the Provider’s obligation under this agreement, but related to the Public Safety Systems. This may include, but is not limited to purchase and installation of new cameras, emergency call boxes, and AED units. Any purchases of these types of equipment or services are subject to the City’s prior approval. At the City’s election, it may solicit independent quotes for the additional work and/or service. The Provider will then obtain and provide the equipment and/or services to the City. The Provider will respond to the City’s change request within 48 hours. The Provider will not have a markup of greater than five (5) percent of the best quote received by the City.
Exhibit A.1 Cost Proposal
Exhibit A-1: Cost Proposal

FC-10421: Public Safety Systems Operations & Maintenance Services

Proponents shall submit a cost proposal (one (1) original and two (2) copies in a separate sealed envelope) that details the hourly rates and total cost as indicated for each of the following:

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<tr>
<td>Mobilization</td>
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<tr>
<td>O&amp;M for CCTV Camera System</td>
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<tr>
<td>O&amp;M for AED Units</td>
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<td>O&amp;M for Emergency Call Boxes</td>
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<td>O&amp;M for Wireless Mesh System</td>
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Attachment 1A – CCTV, AED, and ECB Inventory
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<td>CON T CENTRAL GATE CAMS</td>
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Attachment 1B – BVMS Workstation List
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<td>C4 - Training Room</td>
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<td>C4 - MCV</td>
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<tr>
<td>Main - Access Control</td>
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<tr>
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<td>Concourse E - E35 Storage/MC Dean</td>
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FC-10421 PUBLIC SAFETY SYSTEMS OPERATIONS & MAINTENANCE SERVICES
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<td>Concourse F - TSA Departures</td>
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**NUC Location**

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<td>APD Major Monitor 19</td>
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<td>C4 AOC Opp Station #4 Monitor 8</td>
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<td>C4 EOC Large Area #2</td>
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<tr>
<td>Paul Meyer Monitor 367</td>
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<tr>
<td>Paul Meyer Atrium Monitor 371</td>
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<tr>
<td>Conc F APD Monitor</td>
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<tr>
<td>CCTV Storage Room Monitor</td>
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<tr>
<td>CCTV Storage Room #2 monitor</td>
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<tr>
<td>LTPD Monitor</td>
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<tr>
<td>STPD Monitor</td>
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<tr>
<td>ICE Supervisors Office Monitor</td>
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<tr>
<td>ICE Supervisors Office Monitor #2</td>
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<tr>
<td>Fish Bowl 1D CBP CCC (Mon 231)</td>
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<td>Fish Bowl 1C CBP CCC (Mon 227)</td>
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<td>3D CBP Law (Monitor 239)</td>
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<td>26D Landside (Monitor 275)</td>
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<td>25D CVHL (Monitor 271)</td>
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<td>17D DOA Sec (Monitor 255)</td>
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<td>TBI Tower 10.15 Monitor</td>
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<tr>
<td>K Jackson New Office Mon 367</td>
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<tr>
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<td>DOA Security R Stuart Monitor</td>
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<td>DOA Security R Stuart#2 Monitor</td>
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<td>Airside Opp #1 Monitor</td>
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</table>
Attachment 1C
SPARE PARTS
Attachment 2 – DIT-A Change Control Policy
1.0 Purpose:
The purpose of this Atlanta Information Management (AIM) Change Advisory Board (CAB) Policy is to ensure items are built, tested and evaluated for risks and compliance before being deployed to the production environment, in order to protect the integrity of the environment and to control the modifications; be they improvements, corrections/maintenance or the introduction of IT services and components.

2.0 Objective:
The objective of this policy is to manage changes through repeatable, predictable and measured processes while addressing risks in order to consistently deliver reliable and effective AIM services. Changes should take into consideration the need for prompt actions, reliable services and compliance with policies and regulations in a rational and predictable manner so that staff and clients can plan accordingly. Initiating a change should incorporate serious forethought, planning, careful monitoring, and follow-up evaluation to reduce negative impact to the City’s business user community while increasing the value of AIM Services.

3.0 Scope:
The scope of this document extends to all individuals or entities involved in the addition, modification or removal of anything that would have an impact on City of Atlanta IT services, service components or information processing facilities. City of Atlanta personnel requesting or administering changes to AIM services, service components or information processing facilities are required to adhere to this policy, which is consistent
4.10 The CIO or COS may appoint a Change Manager to preside over the proceedings of the change management process.

4.11 Each board member may send a representative in his/her absence, however, he/she will be held accountable for any decisions made on his/her behalf.

4.12 The Change Advisory Board may deny a request for change for reasons including, but not limited to, inadequate information; schedule conflicts, lack of business approval, or inadequate resources. Adequate resources may be a problem on weekends, holidays, or during special events.

4.13 Changes approved by the CAB are specific to the details submitted in the request for change document and should not be extended to subsequent related changes without consulting the board.

4.14 The CIO shall reserve the right to overrule approved requests for changes.

4.15 A standard request for change can only be submitted after the same change has been previously approved as a normal change by the CAB. Approval for a standard request for change is based on the submission of a Standard Change Application which should detail a specific procedure and include evidence of at least 3 successful outcomes using said procedure.

4.16 Emergency requests for change shall be submitted to the Emergency Change Advisory Board for review and approval.

4.17 Emergency requests for change can be approved by any member of the Emergency Change Advisory Board. In the event of an unscheduled emergency change, such as critical system failure, that must be immediately implemented, the change request can be submitted for approval after service is restored.

4.18 All Stakeholders should be notified of approved changes and implementation dates. Customer notification should be completed for all scheduled changes following the steps contained in the Change Management Procedures.

4.19 Requestors should obtain business approval before submitting changes where an outage is required.

4.0 Policy Statements:
All changes to City of Atlanta's information services, service components or information processing facilities such as: hardware, software, networks, databases, applications, data centers and hosting facilities shall be subject to the Change Management Policy whether the change is performed by COA AIM staff or by vendors.

4.1 All changes to IT services and service components shall be approved by the service owner(s) or their designees before proceeding with the change.

4.2 All changes affecting information processing facilities (e.g., air-conditioning, water, heat, plumbing, electricity, and alarms) shall be reported to the Change Advisory Board for approval prior to implementation.

4.3 All requests for changes should be submitted prior to the next scheduled CAB meeting.

4.4 All changes should be reviewed and vote casted by the board prior to the CAB meeting.

4.5 If the change is not previously approved by the CAB, the change requestor should attend the weekly Change Advisory Board meeting or assign a substitute who can explain the details of the requested change.

4.6 Change requests should include a customer notification document as well as documented testing evidence, where applicable.

4.7 Developers shall not have direct access to production systems and therefore are not allowed to deploy changes in production. All code revision changes on production systems shall be performed by system administrators after thorough testing and certification has been completed in a test environment.

4.8 All new services or service components on the City's production environment shall be reviewed and approved by the Change Advisory Board before implementation.

4.9 The Change Advisory Board shall operate in accordance with the active Change Advisory Board Charter.
4.20 All requests for change shall be recorded and maintained in a change management database and made accessible to all relevant stakeholders. The record shall contain, but is not limited to:

4.20.1 Implementation Plan
4.20.2 Backout Plan
4.20.3 Assignee (Implementer)
4.20.4 Supervisor Approval
4.20.5 Testing Evidence
4.20.6 Impact
4.20.7 Business Approval

4.21 A post implementation review should be completed for all changes to assess the final status of the change.

5.0 Roles and Responsibilities:

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
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<tbody>
<tr>
<td>Change initiator or requestor</td>
<td>Business or IT representative who initiates a request for change. This person is responsible for filling out the Request for Change (RFC) form and submitting it according to the change management process, obtaining approval for the change, and completing the post implementation review.</td>
</tr>
<tr>
<td>Change Manager</td>
<td>This person has overall management responsibility for the change management process in AIM.</td>
</tr>
<tr>
<td>Change Administrator</td>
<td>Performs the day to day Change Management task for CAB to review and make decisions</td>
</tr>
<tr>
<td>Change Advisory Board (CAB)</td>
<td>Comprised of both voting and non-voting members, the CAB is a cross-functional team including Business Relationship Managers (DCIQs), SMEs, business stakeholders, service owners and user groups who are responsible for assessing change requests in terms of business need, cost/benefit, viability, and potential impacts to existing systems or processes. The voting members decide whether to approve, defer, reject, or cancel changes and allocates resources from their team as required.</td>
</tr>
<tr>
<td>Emergency Change Advisory Board (ECAB)</td>
<td>This team is a subset of the CAB that is responsible for reviewing and making determinations on emergency requests for changes</td>
</tr>
</tbody>
</table>
Change
The addition, modification or removal of anything that could have an effect on IT services, service components or information processing facilities. Change types include normal, standard and emergency. Examples of a change include, but are not limited to:

- Implementation of new software and/or hardware
- Adding patches or hot fixes for large groups of users by automated methods
- Adding/modifying/removing firewall rules
- Updating Java Engine on Webserver
- The restarting of any production services (i.e. web services-Apache, JBoss, Tomcat)
- Adding/modifying/removing UPS in data center

Examples of non-change control items previously defined in a standard operating procedure:
- Creating, adding, or modifying a page or website to an existing content management system (i.e. Sharepoint).
- Application specific administrative tasks like adding groups, or forms

Change Types:
Normal Change
A non-emergency or non-standard change.

Standard Change
Standard Changes are pre-approved changes that are considered low risk, relatively common, low impact with a predictable outcome based on prior changes (usually 3 or more). These changes follow a specific procedure or work instruction. Think standard, as in, “done according to the approved, standard process”, not standard, as in run-of-the-mill.

There are pre-existing pre-approved Standard Changes that are routinely conducted on a small scale within the operations daily and are not reviewed by the CAB. These changes are captured in the Service Desk ticketing system as Service Requests and include, but are not limited to:

- Adding/removing user(s) to group
- Installing/removing desktop application

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<th>Internal Use Only</th>
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<tr>
<td>Control ID: ISMS-A.12.1.1</td>
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</tr>
<tr>
<td>Version 3.2 12-21-2016</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6.0 Performance Metrics
Change Control performance will be monitored using the following indicators:

- Emergency Changes
- Average Turn Around Times
- Failed Deployments
- Unauthorized Changes
- Deferred Changes

7.0 Non-Compliance:
Violations of this policy will be treated like other allegations of wrongdoing at the City of Atlanta. Allegations of misconduct will be adjudicated according to established procedures. Sanctions for non-compliance may include, but are not limited to, one or more of the following:

7.1 Disciplinary action according to applicable City of Atlanta policies;

7.2 Termination of employment; and/or

7.3 Legal action according to applicable laws and contractual agreements.

8.0 Definitions:
The following terms and definitions are applicable to this policy:

 Authorized User
Any person to whom the City provides electronic credentials or other materials to access the City’s Information and Information Processing Facilities. This definition also applies to any vendor or consultant’s employees and subcontractors to whom the City has provided electronic credentials or other materials to access the City’s Information and Information Processing Facilities.

Change Management
The process responsible for controlling the lifecycle of all changes, enabling beneficial changes to be made with minimum disruption to IT services.

| Title: AIM Change Advisory Board Policy | Internal Use Only | Owner: AIM Office of Information Security |
telecommunication resources, routers, switches, firewalls, VPN, telephones, facsimile machines, cellular telephones, wireless email devices, PDA's, pagers, copiers, scanners, 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 3 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.

Portable Computing Devices
Any portable device capable of manipulating receiving, transmitting or Information to and from the City Information Processing Facilities. These include, but are not limited to, laptops, notebooks, handheld computers, tablets, smart phones, portable storage drives (e.g., jump drives, zip drives, etc.).

Proprietary Information
"Proprietary Information" as used in this policy shall mean all Internal Use Only Information, confidential information, security protocols and procedures, and all other knowledge, information, documents or materials, owned, developed or possessed by the City of Atlanta, whether tangible or intangible, not generally known to the public, including but not limited to identities of employees, identities of individual customers, information about City of Atlanta strategies, contracts, financial information or measures including payroll, databases, computer programs, operating procedures and organizational structures.

Service Components
A part of a service or a configuration item that does, or will, require maintenance, integration or customization as part of a system or solution.

Service Manager
A generic term for any manager within the service provider. Most commonly used to refer to a business relationship manager, a process manager or a senior manager with responsibility for IT services overall.

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<tr>
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</tr>
</tbody>
</table>
• Adding/modifying/removing end user device to network
• Adding/modifying/removing configuration to end user device

Emergency Change (Scheduled)
Changes that are required to restore service due to an incident or a change that needs to be implemented quickly in order to avoid one. The change needs to be released as soon as possible. Many of the approval and development steps are abbreviated

Emergency Change (Unscheduled)
When an immediate response to imminent critical system failure is needed to prevent widespread service disruption.

Information
Information is an asset that, like other important business assets, is essential to an organization’s business. Examples include, but are not limited to, the content of e-mail accounts, passwords, database tables, files, logs and mobile device data. Information can be stored in many forms, including: digital form (e.g., data files stored on electronic or optical media), material form (e.g., on paper), as well as intangible information in the form of knowledge. Information may be transmitted by various means including: courier, electronic or verbal communication. Whatever form information takes, or the means by which the information is transmitted, it must be protected.

Information Processing Facilities
Any system, service, infrastructure used for processing the City’s Information, or the physical locations housing systems, services and infrastructure used for processing the City’s Information.

Information Security Management System (ISMS):
A management system (i.e., framework of guidelines, policies, procedures, processes and associated resources aimed at ensuring an organization meets its objectives) that is based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security.

IT Services
All information processing and communications facilities, including but not limited to servers, mainframes, personal computers, notebook computers, hand-held computers, distributed processing systems, applications,
Service Owner
A role responsible for managing one or more services throughout their entire lifecycle. Service owners are instrumental in the development of service strategy and are responsible for the content of the service portfolio.

Vendor
All non-city of Atlanta individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information and Information Processing Facilities.

9.0 References:
The following terms are references applicable to this procedure:

Attachment 3 – DIT-A Access Control Policy
1.0 Purpose:

This Access Control Policy sets forth the policies and guidelines to be followed at all times to minimize the security risks associated with unauthorized access to the City of Atlanta's Information and Information Processing Facilities by an internal or external individual or entity. This includes City of Atlanta ("City") employees and vendors that are not authorized to access certain Information and Information Processing Facilities.

2.0 Policy Objective:

The objective of this Policy is to establish criteria for Access to the City's Information and Information Processing Facilities and support services, provide appropriate guidance regarding Authorized User responsibilities; and the security and protection of City equipment, information and/or data.

3.0 Scope:

This Policy applies to all City employees, contractors and vendors that provide IT services to the City and all other authorized Users who require access at any time to Information and Information Processing Facilities owned or managed by the City.
4.0 Relation to Laws and Other Policies:

The use of and access to Information and Information Processing Facilities is subject to federal, state, and local laws.

5.0 Confidentiality:

All users granted authorization to utilize City Information and Information Processing Facilities shall maintain the confidentiality of all information accessed, viewed, transferred or copied during the course of their privileges unless otherwise provided by law.

If there is any question regarding the appropriateness of disclosing or retaining information, users shall contact the Atlanta Information Management Office of Information Security (AIM OIS).

6.0 Identification Badge Requirements:

All users granted authorization to utilize City Information and Information Processing Facilities on-site (i.e., any City premise or property) shall obtain an identification badge prior to accessing any Information and Information Processing Facilities. Employees and Vendors must visibly display the identification badges at all times while on-site.

6.1 All identification badges must be immediately returned to the City upon completion of the authorized access privilege utilization period or upon termination of relationship with the City.

6.2 Employees and Vendors are prohibited from “tailgating” through any door that requires badge access. Employees and Vendors for their own safety need to ensure that they utilize their own badge for entry into secure areas. In the event of an emergency, this will aid in determining the whereabouts of all authorized users. Employee or Vendor signature at the end of this document is an acknowledgement that they will abide by these badge usage requirements.

6.3 If an Employee or Vendor forgets his/her badge, they must sign in and out with the receptionist to ensure that they are accounted for.
7.0 Usage Rules:

The City owns, leases, or has the right to specify the use of all of its Information and Information Processing Facilities.

Prior to obtaining authorization to access any Information and Information Processing Facilities, all Vendors shall read and sign this Policy and then submit the signed copy to the AIM OIS for access authorization.

8.0 Connection of Non-City Equipment - Bring Your Own Device (BYOD):

Employees and Vendors are prohibited from connecting any non-City equipment, including but not limited to, desktops, laptops, notebooks, tablets, hand-held computers, servers or any related devices to the City network without express written authorization from the AIM OIS. Employees and Vendor's non-City computer equipment that is authorized to connect to the City network must meet the following minimum requirements:

8.1 Must have anti-virus and anti-malware protection software installed and running on the portable computing device at all times;

8.2 Must have the latest anti-virus and anti-malware signatures running on the portable computing device at all times;

8.3 Must have the latest service pack and security patches applied on the portable computing device;

8.4 Local Administrator password must meet the requirements of the City's Universal Password Policy; and

8.5 Must encrypt any City sensitive information contained on the portable computing device with City approved standard encryption software (i.e., minimum of 256-bit AES encryption).

Vendors are prohibited from connecting and using personal portable computing devices including but not limited to, storage devices (i.e., jump drives, portable drives, etc.), wireless and wired routers, switches, hubs, access points, network appliances, or any device capable of receiving, storing, managing, transmitting electronic data, receiving e-mail, or browsing Web sites on the City network without express written authorization from the AIM OIS.
9.0 Remote Access such as Virtual Private Network (VPN):

Vendors are prohibited from accessing City Information and Information Processing Facilities remotely without express written authorization from the AIM OIS. 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.

9.1 Vendor network and remote access accounts must be disabled immediately upon completion of the authorized access privilege utilization period or upon termination of relationship with the City. Logs that show Vendor activities should be kept and should 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.

9.2 Vendors are prohibited from remotely installing, configuring, or modifying systems or applications on the City network without express written authorization from the AIM OIS. Further, Vendors must enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

9.3 At a minimum annually, all VPN accounts are to be verified by AIM OIS to ensure that only Authorized Users have access to City Information and Information Processing Facilities via VPN access and maintain a permanent record of this validation process.

10.0 Reporting, Violations and Enforcement:

City Employees and Vendors have an obligation to report all security incidents, suspected and known violations of this Policy to the AIM OIS immediately, so that prompt remedial action may be taken. This obligation includes reporting of any suspected malicious code.

Further, Vendors must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.
11.0 Unauthorized Users:
Any use of Information and Information Processing 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 subject to prosecution.

12.0 Granting Access:
The following steps provide a general guideline to follow when granting and terminating user access to information resources on City information systems. These guidelines shall be followed at all times when creating new accounts or granting employees and vendors access to City Information and Information Processing Facilities:

12.1 A new unique user account that conforms to AIM's naming standards (with initials and last name) shall be created for new employees and appropriate access granted to the required applications necessary for the employee to perform their respective jobs.

12.2 Network user accounts should be created in the employee's department Organizational Unit (OU) in Microsoft Windows Active Directory with corresponding home directory.

12.3 The account should be granted the least access privileges required by the user to perform his or her job functions.

12.4 An expiration date must be set on all temporary employee or vendor user accounts based on the last day of employment or contract with the City.

12.5 A prefix or suffix shall be added to all temporary and contractor user accounts to distinguish them from regular City employee user accounts. For example, FIN-JDoe may designate a temporary employee or vendor working in the Finance department.

12.6 A special designation such as "Temp" or "Vendor" should be used when creating accounts for temporary employees or contractors respectively in the account description.

12.7 Account passwords must be set to automatically expire every ninety (90) days or sooner on all user and system service accounts. If an application does not have this security feature, provision must be developed to manually require users to change their passwords every ninety (90) days.
In addition, authorized users are required to follow all of the requirements listed in the City's Universal Password Policy.

12.8 Email accounts must correspond to the employee's network user account. Each employee is limited to only one email account.

12.9 Since some applications utilize built-in security authentication instead of using Active Directory, it is recommended that the user accounts be as descriptive as possible and identical to the employee's network user account where possible.

12.10 Single Sign On (SSO) – An attacker that compromises an account that utilizes SSO access will be granted access to everything the user account has access to; Therefore, for use of SSO at the City of Atlanta, Two Factor Authentication (2FA) or Multi-Factor Authentication (MFA) is required and must be utilized.

12.11 When using Protocol Authentication such as Security Association Markup Language (SAML), Lightweight Directory Access Protocol (LDAP) or Kerberos, the secure features of that protocol must be utilized.

12.12 All Web Sites shall have a SSL certificate (https).

12.13 Information Processing facilities that have been supplied by the City of Atlanta shall not be utilized for personal gain or private advantage and is for official city of Atlanta business use only.

13.0 Revoking Access:

The following guidelines shall be followed at all times when revoking employee and vendor access to City information systems:

13.1 Upon receiving an employee separation or suspension notification from Human Resources or an employee's supervisor, AIM OIS will immediately revoke the employee's network user account, email access, and access to all applications.

13.2 The terminated employee's supervisor is responsible for notifying AIM OIS or the AIM Service Desk about any employee termination (including Vendors).
13.3 The employees' network user account must be moved to disabled account folder in Microsoft Windows Active Directory.

13.4 A note should be added in the account description to indicate the date when the account was disabled and for what reason it was disabled.

13.5 A disabled account shall not be re-enabled. If anyone has been terminated, that account shall be deactivated and deleted. A new account shall be created if that employee is rehired.

13.6 The employee's mailbox should be disabled and detached in Exchange server by the system's administrator immediately following notification of an employee separation or suspension. A note should be added in the disabled email account description to indicate the date when the account was disabled.

13.7 Unless there is a legal hold, the mailbox should be purged from Microsoft Exchange server after thirty (30) days following a full backup.

13.8 The employee's home directory should be moved into his/her manager's home directory with full access privileges.

14.0 Employee Transfer:

The following guidelines shall be followed at all times when an employee is transferring from one City department to another. PLEASE NOTE: It is the responsibility of the employee that is being transferred to notify his/her new supervisor that the following must be accomplished within 10 business days of their effective transfer:

14.1 Upon receiving employee transfer notification from Human Resources or an employee's supervisor, the employee's network account, email access, and access to all applications shall be modified immediately to reflect the employee's new job responsibilities.

14.2 The employee's network and email account names shall remain unchanged, unless otherwise requested by the employee's former department for security reasons. In the event that an employee's existing account requires to be changed or new account created, the request shall come from the employee's former department and authorized by the Department of Human Resources.

14.3 The employee's network account shall be moved to the employee's new department in Microsoft Windows Active Directory, and added to

|--------------------------------------|-------------------|------------------------------------------------------|

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appropriate security group(s) and the employee's email account shall be moved to the appropriate email distribution group(s).

14.5 Network access shall be modified and restricted to resources the employee requires to perform his or her new job functions.

14.5 Depending on the sensitive level of the employee's previous job responsibilities and/or at the discretion of the employee's former department, access to the employee's old files, emails, applications, or other network resources may be restricted. The employee's home directory should be moved into his/her manager's home directory with full access privileges.

14.6 An employee who has transferred to a new department should notify AIM OIS if the aforementioned tasks have not been accomplished within 10 business days of their transfer. By signing the last page of this document, the employee acknowledges that it is their responsibility to follow the guidelines in section 14.0 through 14.6.

15.0 Employee Termination:

The following guidelines shall be followed when an employee is terminated from employment with the City of Atlanta:

15.1 Upon receiving employee termination notification from Human Resources or an employee's supervisor, all access to city information processing facilities and systems will be revoked for that employee.

15.2 All City of Atlanta owned equipment must be returned by the employee that is terminated.

15.3 Only employees that are terminating employment from the City of Atlanta in good standings and in good faith as determined by their supervisor will have the option to purchase city owned electronic equipment at a rate that is determined by the Department of Finance (DOF).

15.4 If the manager of a terminated employee determines that there is a need to retain and utilize the terminated employee's electronic mail for business purposes they may do so after submitting a written justification and receiving permission from the Office of Information Security.
16.0 Definitions:

The following terms are applicable to this policy:

**Authorized User:**

Any employee or vendor that the City provides electronic credentials for the purpose of accessing the City's Information and Information Processing Facilities. This definition also applies to any vendor’s or consultant’s employees and subcontractors to whom the City has provided electronic credentials or other materials to access the City’s Information and Information Processing Facilities.

**Electronic Communications:**

Any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted or accessed, in whole or in part, via the use of Information Processing Facilities.

**Information:**

Information is an asset that, like other important business assets, is essential to an organization’s business. Examples include, but are not limited to, the content of e-mail accounts, passwords, database tables, files, logs and mobile device data. Information can be stored in many forms, including digital form (e.g., data files stored on electronic or optical media), material form (e.g., on paper), as well as intangible information in the form of knowledge. Information may be transmitted by various means including courier, electronic or verbal communication. Whatever form the information takes, or the means by which the information is transmitted, it must be protected.

**Information Security:**

Information security includes three main dimensions: confidentiality, integrity and availability. Information security involves the application and management of security measures that involve consideration of a wide range...
of threats, with the aim of ensuring sustained business success and continuity, and minimizing impacts of information security incidents. By signing this Access Control Policy, the Employee or Vendor accepts responsibility for ensuring the confidentiality, integrity and availability of the City’s information and data that it is entrusted to manage, using the best practices of Information Security.

Information security is achieved through the implementation of an applicable set of controls, selected through the chosen risk management process and managed using an Information Security Management System including policies, processes, procedures, organizational structures, software and hardware to protect the identified information assets. These controls need to be specified, implemented, monitored, reviewed and improved where necessary, to ensure that the specific information security and business objectives of the organization are met. Relevant information security controls are expected to be seamlessly integrated with the organization’s business processes.

Information Processing Facilities:

Any system, service, infrastructure used for processing the City’s Information, or the physical locations housing systems, services and infrastructure used for processing the City’s Information.

Information Security Management System (ISMS):

A management system (i.e., framework of guidelines, policies, procedures, processes and associated resources aimed at ensuring an organization meets its objectives) that is based on a business risk approach, to establish, implement, operate, monitor, review, maintain and improve information security.

Portable Computing Devices:

Any portable device capable of manipulating, receiving or transmitting Information to and from the City Information Processing Facilities. These include, but are not limited to, laptops, notebooks, handheld computers, tablets, smart phones, portable storage drives (e.g., jump drives, etc.).

Vendor:

|--------------------------------------|-------------------|---------------------------------------------------|
All non-city individuals and entities, including but not limited to, paid and unpaid service providers, independent contractors, sub-contractors, consultants, sales representatives, and guests of the City who require access to the City Information and Information Processing Facilities.

17.0 References:

City of Atlanta Ordinance No. 2002-27. § 1, 4-10-02. Section 2-811. Use of property and services.


AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE

I hereby acknowledge that I have received a copy of the City of Atlanta Access Control 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 Federal, State and Local laws and ordinances, 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, relationship with the City, or possible civil and criminal penalties.

____________________________
Name of Authorized User (Print)

____________________________
Title

____________________________
Company

____________________________
Signature of Authorized User

____________________________
Date

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<tr>
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Attachment 4 – HJAIA ISD Technical Network/Wireless Standards
HJAIA
ISD Technical Network / Wireless Standards

Introduction.

The purpose of this document is to provide design guidelines and operating specifications for wireless/data networking equipment installed at Hartsfield Jackson International Airport.

Network policies are the rules established by the Information Systems Division (ISD) to insure the highest quality of data network availability and bandwidth for the Department of Aviation. Adhering to these policies benefits the Airport's community by:

- allowing network integration across the Airport in order to achieve the most flexible, robust, integrated facility; and
- providing end users with the most current, reliable network connectivity to accomplish their goals for the Department of Aviation.

The Information Services Division is responsible for the design, implementation, maintenance and management of the data network for the Department of Aviation.

Any equipment (including all data wiring and outlet(s) installed by ISD or a contractor (on the behalf of ISD) in a communications closet or area designated as such is the property of the Department of Aviation and is warranted as such. Only DOA employees or persons granted permission by DOA are permitted in the communications closets.
Any equipment connected to the network that causes problems will be disconnected from the network until the problem is resolved or the equipment is replaced.

Any network equipment not installed by or with approval from ISD is in violation of ISD's network policy.

To accomplish our mission and facilitate flexibility across the network, strict compliance with the network policies and standards is necessary. Scalability and cross-platform capabilities are important to a large enterprise. It is also important to use an enterprise-wide design to maintain flexibility as the enterprise environment evolves. Therefore, all equipment must be capable of integrating into a single synthesized system that will provide a robust and flexible network.

**Network Design.**

Networks in campus buildings are typically configured in a star topology. A 'master' switch is installed in the main telecommunications closet (MDF). The master switch is connected to the campus core network via fiber optic cable, in cases where the network is an extension of the existing infrastructure at HJAIA. The master switch feeds the secondary switches located in the intermediate distribution closet's (IDFs) via fiber optic cabling. The secondary switches feed end devices via Cat 6 cabling. (H-JAIA Cabling Specifications Document for details concerning wiring specifications and telecommunications closet design).

The master switch has a high-speed backplane and high-bandwidth uplinks to the secondary switches. The master switch should be a modular chassis switch with redundant power supplies and hot-swappable modules are superior to stackable switches because they are more reliable and more easily expanded in terms of port capacity. Provisions for redundant feeds and/or alternate routing between the master switch and secondary switches should be considered early in the project. The best selection for secondary switches from Cisco are those that are modular in design, stackable, 1-3 RU in height with 24 or 48 ports per switch. Port availability should depend on the number of required/intended end devices. If the end devices consume half of the available ports; a switch with higher port capacity should be chosen. Minimum bandwidth for newly purchased switches is 10/100 Mbps on copper ports with 1000 Mbps stacking and uplink capability.

Switches are physically mounted in the telecommunications closet equipment racks in close proximity to the data wiring patch panels. This allows for minimum patch cord length, efficient troubleshooting and cable management. The use of Ethernet hubs or mini-switches outside the wiring closet is strongly discouraged. All data connections should be wired back to the wiring closet.

**UPS** are installed in telecommunications wiring closets wherever networking equipment is installed. These units provide filtered, uninterrupted a/c power to the equipment.

**Ethernet Switches**

**Specifications**:

- Standard vendor is Cisco
- IEEE 802.3 10Base-T specification
- IEEE 802.3u 100Base-TX specification
• IEEE 802.3ab 1000Base-T specification
• IEEE 802.3af PoE
• IEEE 802.3z Full Duplex
• IEEE 802.1d Spanning Tree Protocol
• IEEE 802.1p CoS Prioritization
• IEEE 802.1q VLAN
• IP Services Features Set
• SNMP Managed Information Base (MiB)

Firewall

Features for firewall shall be equal or greater than specification below

Specifications

• Standard vendor is Cisco
• Firewall Throughput - Up to 300 Mbps
• VPN Throughput - Up to 170 Mbps
• Concurrent Sessions - 130,000
• IPSec VPN Peers - 250
• Interfaces - 5 Fast Ethernet ports
• Virtual interfaces (VLANS) - 50
• Scalability - VPN clustering and load balancing
• Licensed for SSL - Up to 50 premium VPN peers
• Intrusion Prevention Security module

Uninterruptible Power Supplies Specifications

UPS are 120- 240 volt input and 120-240 volt output with 45-minute battery backup at full load. These units are normally mounted in the lower 1/3 of the telecommunications equipment rack and provide power to the networking equipment. All UPS should connect to the building network and have SNMP management for power and environmental monitoring. UPS load capacities are determined according to the electrical requirements of each individual wiring closet. Preferred vendor is Liebert.

Media Converters

The Department of Aviation authorizes the use of media converters to extend a cable run that exceeds the normal Cat6 cable distance of 300 feet. The preferred brand for media converters is Omnitron and the preferred model is JConverter.

Specifications

• Carrier-Grade optical Ethernet Network Interface Device
• Integrated SNMP and IP-less 802.3ah management
• 802.3ah Link OAM for early fault detection and performance monitoring
• VLAN with 802.1ad Q-in-Q for E-Line and E-LAN services
• Quality of Service for Voice/Data/Video over Ethernet
• Bandwidth control (rate limiting) with 64Kb increments
• Port MIB statistics and optical performance statistics to support Service Level Agreements
• Port Access Control for enhanced security
• 2,048 byte Jumbo frames
• Layer 2 Control Protocol (L2CP) Policy Control
• Configurable Link Fault Propagation modes
- Small Form Pluggable (SFP) transceivers with Optical Statistics for standard or CWDM applications
- Fixed-fiber connectors available for multimode and single-mode dual fiber and single-mode single-fiber
- UTP auto-crossover and auto-negotiation of data rate, duplex modes and pause capabilities
- Commercial (-40°C to 60°C) and extended (-40°C to 75°C) temperature ranges
- MEF 9 and 14 Certified Compliant
- NEBS Level 3 Compliant
- Lifetime Warranty and free 24/7 Technical Support

Server Hardware

Specifications

Server Specifications

1U Server
Brand: HP (Compaq)  
Model: DL360  
Processor Speed: 3.6 GHZ Zeon x2  
Hard Drive: 72GB SCSI x2  
Memory Size: 4GB RAM  
Network Interface: 10x100x1000bps x2

2U Server
Brand: HP (Compaq)  
Model: DL380  
Processor Speed: 3.6 GHZ Zeon x2  
Hard Drive: 72GB SCSI x2 or 6  
Memory Size: 4GB RAM  
Network Interface: 10x100x1000bps x2

4U Server
Brand: HP (Compaq)  
Model: DL580  
Processor Speed: 3.0 GHZ Zeon x4  
Hard Drive: 72GB SCSI x2 or 6  
Memory Size: 16GB RAM

FC-10421 PUBLIC SAFETY SYTEMS OPEERATION & MAINTENANCE
<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
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<tr>
<td>Blade Enclosure&lt;br&gt;Brand</td>
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<tr>
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<tr>
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<td>VirtualCenter Management Server</td>
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<td></td>
<td>VMware ESXi 3 (or later)</td>
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</table>
Wireless Design

Wireless network should be designed with dedicated VLAN per concourse/building for security purposes. DGA private SSID should not be set to "broadcast mode" at any time. The only public broadcasting SSID allowed is "ATL-WIFI". All wireless access point must be compatible with Cisco Airspace solution and must be able to join the DGA wireless Cisco Airspace solution after the install. All access point power/data should be fed via IEEE 802.3af standard POE switch. Please refer to the "ISD Telecommunication Infrastructure Standard" for details concerning wiring specifications and telecommunications closet design for access point cabling from the telecommunication closet to the access point.

For the purpose of mitigating RF interference from the environment and to guarantee 802.11 the quality of services, all required coverage area must have -65 dBi or greater signal strength to the client and able to support wireless VOIP.

Wireless Security

DGA client devices will be authenticated to the network using 802.1x WPA-RADIUS authentication based on the device MAC address and user DGA domain login. The infrastructure management VLAN should not be mapped to any Wi-Fi SSID, and should not be accessible from the wireless network. All infrastructure management traffic is confined to the wired network.

All Wireless Infrastructure Devices Must Meet The Following Security/Management Standards

Security Standards

WPA
IEEE 802.11i (WPA2, RSN)
RFC 1321 MD5 Message-Digest Algorithm
RFC 1851 The ESP Triple DES Transform
RFC 2104 HMAC: Keyed Hashing for Message Authentication
RFC 2246 TLS Protocol Version 1.0
RFC 2401 Security Architecture for the Internet Protocol
RFC 2403 HMAC-MD5-96 within ESP and AH
RFC 2404 HMAC-SHA-1-96 within ESP and AH
RFC 2405 ESP DES-CBC Cipher Algorithm with Explicit IV
RFC 2406 IPSec
RFC 2407 Interpretation for ISAKMP
RFC 2408 ISAKMP
RFC 2409 IKE
RFC 2451 ESP CBC-Mode Cipher Algorithms
RFC 3280 Internet X.509 PKI Certificate and CRL Profile
RFC 3602 The AES-CBC Cipher Algorithm and Its Use with IPSec
RFC 3686 Using AES Counter Mode with IPSec ESP

Encryption Standards

- WEP and TKIP-MIC: RC4 104 and 128 bits (both static and shared keys)
- SSL and TLS: RSA 1024- and 2048-bit
- AES: CCM, CCM
- IPSec: DES-CBC, 3DES, AES-CBC

AAA

FC-10421 PUBLIC SAFETY SYSTEMS OPERATION & MAINTENANCE
IEEE 802.1X
RFC 2548 Microsoft Vendor-Specific RADIUS Attributes
RFC 2716 PPP EAP-TLS
RFC 2865 RADIUS Authentication
RFC 2866 RADIUS Accounting
RFC 2867 RADIUS Tunnel Accounting
RFC 2869 RADIUS Extensions
RFC 3576 Dynamic Authorization Extensions to RADIUS
RFC 3579 RADIUS Support for EAP
RFC 3580 IEEE 802.1X RADIUS Guidelines
RFC 3748 Extensible Authentication Protocol

Management

SNMP v2c, v3
RFC 1155 Management Information for TCP/IP-Based Internets
RFC 1156 MIB
RFC 1350 TFTP
RFC 1643 Ethernet MIB
RFC 2030 SNMP
RFC 2818 HTTPS
RFC 2665 Ethernet-Like Interface types MIB
RFC 2674 Definitions of Managed Objects for Bridges with Traffic Classes, Multicast Filtering, and Virtual LAN Extensions
RFC 2819 RMON MIB
RFC 2863 Interfaces Group MIB
RFC 3164 Syslog
RFC 3414 User-Based Security Model (USM) for SNMPv3
RFC 3418 MIB for SNMP
RFC 3636 Definitions of Managed Objects for IEEE 802.3 MALs

Management Interfaces

- Web-based: HTTPS
- Command-line Interface: SSH, serial port

All Wireless End User Devices Must Meet The Following Standards.

Authentication Standard

- IEEE 802.1X
- PEAP-MSCHAPv2 / EAP-TLS
- IEEE 802.11i (WPA2 dynamic per-user, per-session encryption keys)

Encryption Standard

- AES-Counter Mode with Cipher Block Chaining Message Authentication Code Protocol (CCMP) encryption (WPA2)
- TKIP-MIC: RC4 104 and 128 bits encryption enhancements: key hashing (per-packet keying), message integrity check (MIC), and broadcast key rotation via WPA TKIP.
- IPSec: DES-CBC, 3DES, AES-CBC
**Device Specifications**

- Cisco LWAPP AP 1240 platform, supporting Cisco AireSpace solution
- IEEE 802.11b/g compliant radio module, North American version
- Dual RP-TNC connectors for external 2.4 GHz antennas
- 10/100 auto sensing Ethernet uplink
- Support for IEEE 802.3af standard POE
- IEEE 802.1q VLAN
- Support BSSID
**Distributed Antenna System (DAS)**

The DAS is intended to augment wireless coverage (cellular, psc, radio and others) inside the in-building environment of the airport. The current system is LGC Wireless’ “InterReach Unison” system which is a fiber based system. The current system has the following characteristics and features that must be supported fully in any new system.

The IBS is currently designed to provide a four layer infrastructure. Each layer corresponds to a specific portion of the RF spectrum. And within each layer two or more providers can be accommodated. The DAS is made of the following 4 layers:

- SMR / Public Safety (806-824/851-869 MHz)
- 800MHz Cellular Band (824-849/869-894 MHz)
- 1900MHz PCS Low band (1850-1885/1930-1965 MHz)
- 1900MHz PCS High band (1885-1910/1965-1990 MHz)

The 4 layered approach allows for a multi-operator/multi-band system:
- SMR – Sprint-Nextel, Public Safety (800 MHz based radio systems like the City of Atlanta), private communication systems etc
- Cell Band – Verizon, Cingular
- PCS Low – T Mobile, Cingular, Sprint-Nextel
- PCS High – Metro PCS, Verizon, Cingular

The HATA in building wireless system uses a passive DAS. The DAS utilizes InterReach Unison, which is one of the prominent In-Building Wireless Distributed Antenna System (DAS). The Unison system consists of 4 modular components:

- **Main Hub**: The main hub receives downlink RF signals from the Carrier BS via coax. It down converts the RF signals to distributes them to up to 4 Expansion Hubs via fiber optic cable. On the uplink, the main hub receives optical signals from expansion hubs via fiber optic cable and converts them to RF and then sends to the Carrier BS.

- **Expansion Hub**: The expansion hub receives downlink optical signals from the main hub via fiber optic cable. It then converts the optical signal to electrical and sends them to up to 8 RAUs via...
Cat-5/SE/6 cables. On the uplink, it receives RF signals from up to 8 RAUs. It converts them to optical and sends them to the main hub.

- **Remote Antenna Unit:** The RAU is an active transceiver that receives downlink IF signal from the expansion hub via Cat-5/SE/6 cable and converts the signals to RF and sends them to the RF antennas via coax. On the uplink, the RAU receives RF signals from the passive RF antennas via coax. It converts the signals to IF and then sends them to the expansion hub via Cat-5 cable.

- **Remote Antenna:** The RAUs are finally connected to one or more antennas via coax. The remote antennas make the RF signal available in the coverage area. Depending on the coverage desired and the surroundings, different types of antennas can be used like omni, directional etc.

Each Main Hub connects to an RF source, such as a base station, Repeater, and transports those signals over fiber optic cable to up to 4 Expansion Hubs. Each Expansion Hub transports the signals over Cat-5/6 ScTP cable to up to 8 Remote Access Units (RAU) for a total of 32 RAUs per Main Hub. The RAUs are finally connected to antennas (omni or directional) to provide RF coverage. The figure below shows a fully populated InterReach Unison system.
The Unison system is an intelligent active system that uses microprocessors to enable key capabilities such as software-selectable band settings, automatic gain control, downlink/uplink gain incrementing, end-to-end alarming of all components and the associated cable infrastructure, and a host of additional capabilities.

The Unison system supports major wireless standards and air interface protocols including: Frequencies: 800 MHz, 900 MHz, 1800 MHz, 1900 MHz. Voice Protocols: AMPS, TDMA, GSM, CDMA, iDEN. Data Protocols: GPRS, EDGE, WCDMA, CDMA 2000, 1x RTT, EVDO, UMTS

Any in-building system aimed to provide indoor coverage under a DAS solution should meet the following requirements:

- The system should be able to support remote nodes through a central fiber backbone for universal coverage and quality.
- The system should also be able to interface with the existing Carrier Base Stations located in the DOA Telecom Hotel on Concourse T so that cellular/pes/radio signals can be transported to any remote location for providing dedicated coverage.
- The system should be able to feed of the IDF's located in various concourses inside the ISD telecom closets that have various wireless communication services already coming up to them from the Telecom Hotel on T.
- The system should be designed to provide a universal -75 dBm RSSI or better coverage in all cases depending on the cellular/pes/radio services being supported at that time or in future.
- The system should not be based on radiating coaxial cable, also referred to as ‘leaky coax’.
- The system should not be a traditional ‘repeater’ or ‘BDA’ system that is simply amplifying the signals off the air and re-broadcasting them inside the buildings. Such systems are not allowed to be installed due to their localized impact and overall degradation of the noise floor in the whole RF environment.
- The system should be capable of providing a central management interface which can tie to the existing ISD management/monitoring system. Besides a local serial port or command line interface, the system should also be able to be connected to an IP network and allow management from the DOA network.
- The system should be able to support all the wireless standards and protocols including but not limited to TDMA, GSM, GPRS, EDGE, UMTS, WCDMA, CDMA 1x, EVDO, EVDO RevA, iDEN, HSDPA, HSUPA, trunked and conventional radio communication, ASTRo radio platform, Smartnet/Smart zone radio communication platform, and others.
- The frequency bands to be supported by such a system include 800 MHz, 900 MHz, 1900 MHz. There is a possibility of providing cellular services like high speed multimedia and video services in the 700 MHz band as well. The system should be capable of either supporting or expanding to accommodate such services.
• The system should be able to support the increase in capacity and growth in technologies that can be supported through it to the end users. This includes addition of new wireless services being supported by the Providers and the increase in the overall users being supported by each user without adversely affecting the system performance or coverage provided by the system in of the new or the existing areas served by the airport DAS earlier. The system should be able to support such growth for a period of 5 years from commissioning.

**DAS System Monitoring and Management:**

The system should also be capable to monitoring all real time alarms, messages, faults, etc and sending those via snmp to a central monitoring device which can be tied to a database for management purposes.

• Acts as an SNMP agent for the serial LGC devices.
• Responds to any SNMP query including status information and configuration of System parameters.
• Sends SNMP notifications when there is a status change in an LGC device.
• Provides console access for setting up network configuration.
• Monitors up to ten LGC systems (Main Hubs) per NIU if modem is not installed.
• Transfers files via file transfer protocol (FTP).
• Remote firmware update to LGC devices.
• Remote SNMP agent update.
• Performs dial-up using point-to-point protocol PPP (available with optional modem).
Attachment 5 – COA DIT Communications Infrastructure Standards (NOTE: 59 pages)

TO BE INSERTED
Attachment 6 – CCTV Use Policy
Department Manual – CCTV Usage Policy

Policies and/or Procedures
Pursuant to 49 CFR 1542, an "other transaction agreement" between the Department of Aviation and the Transportation Security Administration, the Security Division at HJAI A is responsible for all public safety cameras at the airport, this includes, but is not limited to, closed-circuit camera television (CCTV) systems and internet protocol (IP-based) systems.

Approved by

Department Manager

I. Purpose
The purpose of this policy is to provide guidance in the use of the CCTV system to view and/or record public and restricted areas for the purpose of providing a safe and secure environment for the traveling public by the Department of Aviation at Hartsfield Atlanta International Airport. This policy is also intended to provide guiding principles and procedures for the access to, and release of live and/or recorded video.

II. Scope
This policy applies to the City's CCTV system at H-JAIA, which is designed, installed, operated and maintained under the management of the Security Division. Access to all CCTV data output is limited to the City, law enforcement agencies and TSA personnel with a need to know basis in order to operate the CCTV System for law enforcement and security purposes.

III. Terms and Definitions

<table>
<thead>
<tr>
<th>Terms</th>
<th>Definitions</th>
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<tbody>
<tr>
<td>CCTV System</td>
<td>The Closed Circuit Television System (CCTV) refers to all related security</td>
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<td>related equipment, including, but not limited to, video cameras, monitors,</td>
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<td>authorized keyboards, joysticks, cabling, encoders, decoders, disk arrays,</td>
</tr>
<tr>
<td></td>
<td>network cards, and all applicable software and their licenses.</td>
</tr>
</tbody>
</table>
CCTV Operator  A CCTV operator is an authorized user of the CCTV System. Operators usually have limited access to the CCTV system. This access is usually limited to viewing live video of selected cameras.

Video Management System  The Video Management System refers to the software used to manage the CCTV system. Only authorized users may have access to the Video Management System.

Authorized User  An authorized user or operator is an individual who has requested in writing and have received approval to view live and/or recorded video.

Retention Period  The Security Division has established a 30-day retention period to store recorded video.

Administration of CCTV System  The Security Division shall administer the Department of Aviation CCTV System.

CCTV System Integrator  Under contract, the CCTV System Integrator operates and maintains the CCTV System. The CCTV System Integrator performs works under the direction of the Security Division and works collaboratively with ISD to ensure CCTV system performance.

ISD Support  The Department of Information Services Division is critical to the successful design, installation and maintenance to the CCTV System. It collaborates with the Security Division and CCTV System integrator to ensure CCTV System performance, reliability and security.
IV. Responsibilities

A. Director of Security:
   1. Sets forth CCTV guiding principles, develops policies, procedures and best practices for the Department of Aviation
      CCTV system
   2. Oversees all aspects of the CCTV system including design, installation, operation, maintenance and removal.

B. Aviation Security Manager:
   1. Implements CCTV policies and procedures in accordance with DOA CCTV guiding principles, policies and best practices.
   2. Reviews all DOA business units’ request for CCTV cameras
   3. Provides consultative assistance with DOA business units in determining the need for public or restricted area CCTV monitoring and recording
   4. Provides consultative assistance in the selection of camera types, field of views and other related assistance
   5. Oversees operating and maintenance contract with CCTV System Provider
   6. Ensures that CCTV users view, access and use the CCTV system for official business purposes only
   7. Conduct quarterly security audit of the CCTV system to ensure that the system is being used in accordance with established Policy.
   8. Oversees process for CCTV maintenance issues.
   9. Ensures work orders are processed through the CCTV System Integrator work order management system.

C. CCTV Operators:
   1. Views live CCTV video feeds from authorized Department of Aviation workstation or computing device
   2. Reports any loss of video, device failures, or other system problem to CCTV supervisor
   3. Maintains CCTV System integrity by not sharing username, password or allowing unauthorized users to view live or recorded video.

D. Atlanta Police Department (Detectives)
   1. Views live CCTV video feeds from authorized Department of Aviation workstation or computing device
   2. Reviews recorded views for investigative purposes
3. May reproduce, release or show CCTV recorded video to authorized persons in accordance with the Department of Aviation Policy and the City of Atlanta System integrity by not sharing username, password or allowing unauthorized users to view live or recorded video.

E. ISD Technical Support:
   1. Assists with the design, installation, configuration, operation, maintenance and removal of CCTV system components
   2. Provides technical assistance and network support of CCTV system hardware/software devices

F. Law Department:
   1. Ensures that CCTV Usage policy does not infringe upon the Civil Rights and Civil Liberties
   2. Reviews CCTV usage policy annually.

V. Guiding Principles
   A. Deployment principle
   B. Public Awareness Principle
   C. Video Retention and Storage principle
   D. CCTV Limited use principle
   E. Quality control and integrity principle
   F. Security principle
   G. Accountability and auditing principle

Deployment Principle

The Department of Aviation deploys the use of the CCTV system (cameras) to provide its users the ability to observe and monitor live or recorded video of public and restricted areas for the purpose of deterring, detecting, preventing and investigating security or safety related events.

Prior to the deployment of a security camera in public and/or restricted areas, the Department of Aviation will:

   1. Validate the need to install a security camera versus another security measure
   2. Determine if the use of a security camera would be cost effective (i.e. what is the return on investment, the cost
outweighs, the benefits? does it deter crime? is it useful for investigative purposes?)

3. Determine if live continuous monitoring or recording is required. Keeping in mind, that it is difficult to view a live camera continuously. If recording is required, ensure that civil rights and civil liberties are considered. Ensure that adequate storage is available for recordings.

4. Verify security camera capabilities are equipped with only those features that are necessary and common to the existing CCTV system. For example, it is uncommon to deploy a security camera that has audio recording capabilities at H-JAIA.

Security Awareness Principle

The Department of Aviation ensures that its customers, airport tenants, contractors, and employees are aware of the use of CCTV system at H-JAIA. Security camera protective housing is conspicuously positioned within the public view. The Department of Aviation reserves the right to use covert (hidden) security cameras to assist in the detection of criminal offenses. Currently, the Department of Aviation does not use covert cameras in public or restricted areas.

There is generally no legal expectation of privacy in things in plain view; however, certain public areas may require special attention from legal counsel since individuals may have an expectation of privacy in those areas i.e. public restroom.

Video Retention, Storage, and Disposal Principle

The Department of Aviation retains CCTV video storage footage for regulatory and evidentiary purposes. An agreement between federal government (Department of Homeland Security – Transportation Security Administration (TSA)) and the City of Atlanta requires that storage of all data from the TSA sites be set to a minimum of twenty-eight (28) days. In view of this Agreement, the Department of Aviation has set the minimum amount of recording storage for public and restricted area cameras is set to thirty (30) days.

The Department of Aviation may determine that it is too cost prohibitive to store video footage for the minimum retention period for areas other than TSA sites. For example, the Department of Aviation CCTV system can view sections of the Interstate. However, it would be too costly to store video of cameras in this area 24 hours per day for 30 days.
The Department of Aviation retains video storage by considering these fundamental principles:

1. In addition to the Agreement with TSA, video retention is preserved with cost consideration in mind. In other words, storing, retaining, or preserving video footage beyond thirty days would be operationally taxing and prove costly.
2. Video preservation should be collected in view of the purpose of the CCTV and its scope.
3. Recorded video should be disposed of in accordance with this policy. Unauthorized disposal, destruction, deletion, or tampering is a violation of the Department of Aviation CCTV Policy.
4. Images and video footage should not be permanently stored, unless there is a purpose to the retention, such as use in an ongoing investigation of specific persons or activities, or availability for court testimony in a proceeding.
5. Retained video data is subject to the Open Records Act and can be subpoenaed by outside civil litigators.

CCTV Limited Use Principle

The Department of Aviation has determined that the use of the CCTV system for the purpose of providing a safe and secure environment for the traveling public by the Department of Aviation at Hartsfield Atlanta International Airport. Disclosing video footage or images outside of the scope of this policy by authorized or unauthorized persons should only be pursuant to a written policy and for a valid public safety or law enforcement purpose.

1. Access to live or recorded viewing should be limited to those individuals and agencies with a legitimate need to know.
2. The Department of Aviation Security Division limits the number of individuals with access to the CCTV system, limits the user privileges in using the CCTV system, and the type and quantity of data shared.
3. Limits the use of video footage for the purpose other than those stated in this policy. Requests for video footage outside of this scope, should only be done under special procedures.
4. Limits the releasing of video footage or images should only occur upon written request through the Director of Security or authorized Atlanta Police Department Detective assigned to H-JAIA, acting in accordance with relevant civil privacy and civil liberties.
5. CCTV operators are not allowed to reproduce, copy or recreate video footage or images without supervisor authorization.

Quality Control and Integrity Principle
The Security Division works to ensure that live, recorded and archived video footage is of the best quality possible and provides relevant information for its intended deployment.

1. Archived video is stored on disk arrays. The physical location of these disk arrays are accessible only by authorized ISD representatives and the CCTV service provider.
2. Archive video footage maybe accessed by authorized persons using a licensed version of airport owned video retrieval software. The Director of Security grants authorized use of the software for business purposes.
3. The Security Division has established a 30-day retention policy for archiving video.
4. Video footage required may be retained for evidentiary purposes longer than 30 days provided a written request has been made to the Director of Security or for the purpose of a Law Enforcement investigation.
5. Video footage retained over 30 days may be secured by the Security Division or Law Enforcement via hard disk drive or any other secured method approved by the Director of Security.
6. Recorded video longer than 30 days will be overwritten to allow disk space for recording new video

Security Principle

The Security Division protects the CCTV System through appropriate physical and administrative controls to safeguard against risk such as loss, unauthorized access, use, destruction, modification or unintended or inappropriate disclosure.

The CCTV system, at the operator level, is a powerful system. Therefore, administrative security controls are configured at the design level to ensure that live or recorded data are accessed by only authorized persons.

1. The CCTV System is a hybrid system. Analog cameras views are process digitally to allow network access to live or recorded video. The CCTV System resides on the secured DOA Network. Only authorized users of the DOA Network with an airport issued licensed copy of the video management software or authorized keyboard may access the CCTV System. Some business units may have a monitor that displays authorized CCTV camera views in their operational area,
2. Only authorized persons may view live and recorded video.
3. Only authorized persons may make add, edit, or modify CCTV settings.
4. Authorized users must follow DOA ISD Computing policy guidelines when using the CCTV system
5. CCTV Operators may not share their username and passwords with anyone. Only authorized persons who have been issued a username and password may access the video management software or login to an authorized keyboard.

6. The Security Division will ensure that all authorized users are appropriately trained on system use, including but not limited to, department policy, ethical considerations, CCTV system operations and disciplinary actions against unauthorized use.

Accountability and Auditing Principle

All Department of Aviation persons with access to the CCTV System must comply with the Accountability and Auditing principles including the actual use of the CCTV System to demonstrate compliance with these principles.

1. Each Department of Aviation Division will ensure adequate supervision at all times when the CCTV System is operational to reduce the risk of misuse or abuse.
2. Establish procedures to log the names and hours of personnel who are requested live or recorded video in respective areas.
3. Establish single sign-on procedures for authorized CCTV use.
4. Implement appropriate encryption, watermarking, and other standard audit features to ensure that video footage and images are appropriately handled.
5. Conduct periodic audits of the system to ensure that all policies are adhered to.
6. Provide disciplinary actions for misuse or abuse of the CCTV system.
7. Establish administrative, supervisory and technological safeguards to de-identify people whose images are incidentally captured but are not actual criminal suspects.

VI. CCTV System Service

1. Requests for CCTV system services are to be submitted via email address to the Security Division by responsible supervisors.
2. The Security Division will log each request in to the a work order management system.
3. A system generated work order number will be issued to the operator.
4. The Security Division will coordinate repair services with the CCTV System Integrator.
5. The operator will receive a confirmation upon resolution of the repair services.

VII. Records of Authorized System Operators

A. Monthly audit of authorized system users
B. Monthly report of request for live, archive video requests
VIII. References
A. Best Practices for Government Use of CCTV, Appendix B
B. ISD Computing Policy

IX. Requirements Control System
TBD

X. Attachments
- Summary of Approvals
- CCTV System Use Request Form

SUMMARY OF APPROVALS
REQUIRED APPROVALS FOR OBTAINING AUTHORIZED SYSTEM USE
PERTAINING TO THE CCTV SYSTEM
- All such requests should be submitted in writing to the Director of Security

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<thead>
<tr>
<th>To obtain viewing privileges</th>
<th>Approval Authority</th>
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<tbody>
<tr>
<td>1. Live viewing – desktop/laptop</td>
<td>Security Manager</td>
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<tr>
<td>2. Permission to view recorded video</td>
<td>Director of Security</td>
</tr>
<tr>
<td>3. Request for &gt;30 day video storage</td>
<td>Director of Security</td>
</tr>
<tr>
<td>4. Permission to copy, print, or export video</td>
<td>Director of Security</td>
</tr>
<tr>
<td>5. Permission to release video</td>
<td>Director of Security</td>
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</table>
EXHIBIT (A.1):
COST PROPOSAL FORM
Proponents shall submit a cost proposal (one (1) original and two (2) copies in a separate sealed envelope) that details the hourly rates and total cost as indicated for each of the following:

### Total Cost Information for Year 1 of Contract

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<th>Job Title</th>
<th>Number of People</th>
<th>Hourly Rate</th>
<th>Equipment</th>
<th>Total Cost</th>
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<td>O&amp;M for CCTV Camera System</td>
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<td>O&amp;M for AED Units</td>
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<td>O&amp;M for Emergency Call Boxes</td>
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<td>O&amp;M for Other Components</td>
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<td>Insurance</td>
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**GRAND TOTAL FOR YEAR 1:**

### Total Cost Information for Year 2 of Contract

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<td>Insurance</td>
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**GRAND TOTAL FOR YEAR 2:**

### Total Cost Information for Year 3 of Contract

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<th>Description</th>
<th>Job Title</th>
<th>Number of People</th>
<th>Hourly Rate</th>
<th>Equipment</th>
<th>Total Cost</th>
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<td>Insurance</td>
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**GRAND TOTAL FOR YEAR 3:**
EXHIBIT B:
DEFINITIONS
Exhibit B: Definitions

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

“Affiliate” - With respect to a Party, any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or in under common control with the Party. For purposes of this definition, “control” means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by 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.

“Airport” means Hartsfield-Jackson Atlanta International Airport.

“AOA” means Aircraft Operating Area.

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

“Charges” means the amounts payable by City to Consultant under this Services Agreement and any applicable Task Order.

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

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

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

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

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

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

“DOA” means the City’s Department of Aviation.

“FAA” means the Federal Aviation Administration.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Consultant 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.

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

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

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

“Notice to Proceed” means formal written notice from City to Consultant to begin performing Services under and Task Order issued under this Services Agreement.

“Specifications” means all requirements, specifications, service levels and performance standards and criteria contained in the Services Agreement Documents, including, without limitation, any that may be set forth in Appendix C, or any Task Order issued under this Services Agreement.

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

“Services” means all services, tasks, functions, or assignments to be performed by Consultant for City under this Services Agreement and any Task Order issued under this Services Agreement. The Services also include all deliverables and Materials associated with the Services, tasks, functions or assignments Consultant is to provide. The Services are summarized in Part I of this Services Agreement and are described in detail in Appendix C and may be further described in any associated Task Order issued under this Services Agreement.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

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

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Consultant or Consultant 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
EXHIBIT D:
INSURANCE AND BONDING REQUIREMENTS
EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-10421 PUBLIC SAFETY SYSTEM OPERATIONS AND MAINTENANCE SERVICES
AT HARTSFIELD JACKSON ATLANTA INTERNATIONAL AIRPORT

A. Preamble

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

1. Evidence of Insurance and Bonding Required Before Work Begins

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

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

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

2. Project Number & Name

The project number (FC-10421) and name (PUBLIC SAFETY SYSTEMS OPERATIONS AND MAINTENANCE SERVICES) and must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

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

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

i) Best's Rating not less than A-;
ii) Best's Financial Size Category not less than Class VII;
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
iv) All performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.
If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

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

4. **Insurance and Bonds Required for Duration of Contract**

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

5. **Notices of Cancellation & Renewal**

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

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

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

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

6. **Agent Acting as Authorized Representative**

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

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

7. **Certificate Holder**

The City of Atlanta must be named as certificate holder. All notices must be mailed to the attention of Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.
8. **Additional Insured Endorsements – Form CG 20 26 07 04 or Equivalent**

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers’ Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

9. **Mandatory Sub-Contractor/Consultant Compliance**

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

10. **Self-Insured Retentions, Deductibles or Similar Obligations**

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

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

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

B. **Workers’ Compensation and Employer’s Liability Insurance**

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

- **Workers’ Compensation**
  - Statutory
  - Employer’s Liability:
    - Bodily Injury by Accident/Disease $1,000,000 each accident
    - Bodily Injury by Accident/Disease $1,000,000 each employee
    - Bodily Injury by Accident/Disease $1,000,000 policy limit

C. **Commercial General Liability Insurance**

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

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Medical Expense
- Fire Legal Liability
- Independent Contractor/Consultants/SubContractor/Consultants
D. Commercial Automobile Liability Insurance

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

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

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

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

End of Document.
1. At, or prior to, Service Provider’s execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the cost of the value of the contract (as such terms are defined in the Agreement) naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City’s Attorney as attached hereto at Exhibit D-1. The bonds must be kept in full force and effect, as stated therein, during the Term and any renewals, unless earlier released by the City. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

2. The bonds must be issued as security for the faithful performance of this Agreement, including guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all subcontractors, bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all performance, services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.

3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.

4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.

5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City’s Attorney.
## EXHIBIT D-1

## ATTACHMENT 1

## Performance Bond

### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.
Performance Bond

"City" City of Atlanta, Georgia
"Project" Public Safety Systems Operations and Maintenance Services
"FC No." FC 10421
"Principal" __________________________________________

Type of Organization ("X" one):
______ Individual
______ Partnership
______ Joint Venture
______ Corporation

"Surety:" (Name and Business Address)_____________________________
_____________________________
_____________________________

...duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" FC 10421, Public Safety Systems Operations and Maintenance Services agreement between Principal and City, dated ______ day of ______________, 20___, regarding performance of Work relative to the Project, which Agreement is hereby referred to and made a part hereof.

"Penal Sum:" __________________________________________

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total cost of construction of any and all Improvements made to the Premises.

WHEREAS, the Principal and the City entered into the Agreement identified above.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, and if Principal shall indemnify and save harmless the City against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, suppliers, materialmen or employees, this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety agrees to pay to the City, immediately upon demand, the full Penal Sum referenced above in the event Principal should fail to perform any of its obligations under the Agreement referenced above by reason of any negligence, default, breach or misconduct on the part of the Principal, Principal’s agents, servants, subcontractors or employees.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition
to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days’ written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect until the construction of any and all Improvements made to the Premises are complete as determined in the sole discretion of the City. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days’ written notice by registered mail prior to the expiration date of bond.

To the extent applicable, it is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. § 36-91-70, et seq. and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this __________ day of ___________________, 20___.

PRINCIPAL: _____________________________

____________________________
President/Vice President (Sign)

____________________________
President/Vice President (Type or Print)

Attested to by:

____________________________
Secretary/Assistant Secretary (Seal)

SURETY: _____________________________

By: ______________________________
Attorney-in-Fact (Sign)

____________________________
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

____________________________
Associate/Assistant City Attorney

APPROVED

____________________________
City's Chief Financial Officer
INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.
Payment Bond

"City"       City of Atlanta, Georgia
"Project"    Public Safety Systems Operations and Maintenance Services
"FC No."     FC 10421
"Principal"  ______________________________________

Type of Organization ("X" one):
____ Individual
____ Partnership
____ Joint Venture
____ Corporation

"Surety:"    (Name and Business Address) ______________________________
____________
____________

...duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" FC 10421, Public Safety Systems Operations and Maintenance Services agreement between Principal and City, dated ______ day of ____________, 20___, regarding performance of Work relative to the Project, which Agreement is hereby referred to and made a part hereof.

"Penal Sum:" ___________________________________________________________________

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the total cost of construction of any and all Improvements made to the Premises.

WHEREAS, the Principal and the City entered into the Agreement identified above.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment to all claimants defined as any subcontractor or any other person supplying labor, materials, machinery or equipment in the construction of any and all Improvements made to the Premises, then this obligation shall be void, otherwise it shall remain in full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days’ written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect until the construction of any and all Improvements made to the Premises are complete as determined in the sole discretion of the City. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days’ written notice by registered mail prior to the expiration date of bond.

To the extent applicable, it is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. § 36-91-90, et seq. and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.
IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this ________ day of __________________, 20___.

PRINCIPAL: _____________________________

_______________________________
President/Vice President (Sign)

_______________________________
President/Vice President (Type or Print)

Attested to by:

_______________________________
Secretary/Assistant Secretary (Seal)

SURETY: _____________________________

By: _____________________________

_______________________________
Attorney-in-Fact (Sign)

_______________________________
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_______________________________
Associate/Assistant City Attorney

APPROVED

_______________________________
City's Chief Financial Officer
EXHIBIT E:
AIRPORT ACCESS, SECURITY AND SAFETY MEASURES
(AS APPLICABLE)
Exhibit E: Airport Access, Security and Safety Measures

(As Applicable)

1. **Work in Progress.** Consultant shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Clause titled "TITLE AND RISK OF LOSS", to equipment and materials.

2. **Maintenance** Consultant shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Consultant of its responsibilities, or act as a waiver by the City of any terms of this contract (see specification section SP-4B, Extended Maintenance).

3. **Material Handling.** Consultant’s responsibility for materials and plant equipment required for the performance of this Services Agreement shall include:

   3.1.1. Receiving and unloading;

   3.1.2. Storing in a secure place and in a manner subject to City’s review. Outside storage of materials and equipment subject to degradation by the elements shall be in weathertight enclosures provided by Consultant;

   3.1.3. Delivering from storage to construction site all materials and plant equipment as required; and

   3.1.4. Maintaining complete and accurate records for City’s inspection of all materials and plant equipment received, stored and issued for use in the performance of this Services Agreement.

4. **Security.** Consultant shall at all times conduct all operations under this Services Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Consultant shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

5. **Airport Security Requirements.** Consultant shall comply with the Transportation Security Administration (TSA) and the City’s security requirements for the Airport. Consultant shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Consultant of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Consultant's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

   5.1.1. **Preventing Unauthorized Access.** The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Consultant shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Consultant shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in
the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.

5.1.2. **Transportation Security Administration/Responsibility of Consultant.** In order to comply with the TSA and DOA security requirements, Consultant shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Services Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.

5.1.3. **Security Identification Display Area (SIDA).** The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

5.1.4. **FBI/CHRC Checks.** To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two proper forms of identification and citizenship/employment eligibility documents if necessary. Consultant shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is $50.00 per individual. The current cost for badge is $60.00 per individual. Cost for lost badges is $60.00 for each replacement badge.

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

5.1.5. **Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing Consultant’s name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.

5.1.6. **Badging Records and Process.** Consultant shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Consultant will be required to furnish this information to the DOA upon request.

5.1.6.1. The Badging process may begin upon the Consultant’s receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Consultant has completed the badging process.

5.1.6.2. If applicable, an Administrative NTP may be presented to the DOA Security Division by the Consultant in order to initiate the badging process for the Consultant’s employees.
5.1.6.1.3. The Consultant shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Consultant's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Services Agreement Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors’ Authorizing Agent nature of the work to be performed by Consultant, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Consultant's Insurance Certificate shall accompany the letter. Once badged, the Consultant's Authorizing Agent shall be responsible for the badging process of his/her company employees.

5.1.6.1.4. Each Subcontractor identified in the Consultant’s letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Consultant, to the DOA Security Division. A copy of the Subcontractor’s Insurance certificate shall accompany the letter. Once badged, the Subcontractor’s Authorizing Agent shall be responsible for the badging process of his/her company employees.

5.1.6.1.5. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

5.1.6.1.6. Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.

5.1.6.1.7. Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.

5.1.6.1.8. Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.

5.1.6.1.9. The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Consultant’s and subcontractor’s approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.

5.1.6.1.10. Badges issued to Consultant and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:

5.1.6.1.10.1. Completion of Services Agreement or subcontract, unless extended by the City;
5.1.6.1.10.2. Expiration of Insurance coverage, as indicated on the Consultant’s Insurance certificate; or
5.1.6.1.10.3. Employee’s driver’s license expiration date;
5.1.6.1.10.4. Two (2) years from the issuance of the badge.
5.1.6.1.11. Consultant and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Consultant’s letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

5.1.6.1.12. Consultant’s questions concerning Airport Security shall be directed to (404) 530-6667.

5.1.7. **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a “D” sticker placed on the face of the badge by the DOA Security department.

5.1.7.1.1. **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. Consultant shall contact Airport Operations, at (404) 530-6620 during normal business hours, to schedule the training session.

5.1.7.1.2. Except as set forth in paragraph 5.1.9, below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS ($10,000,000.00).

5.1.7.1.3. Consultant shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).

5.1.7.1.4. All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

5.1.8. **Protocols for Consultant Escorting.** Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Consultant must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Consultant may contact DOA Security Manager at (404) 530–6667 during normal operating hours.

5.1.9. **Consultant’s Escorting Requirements for Construction Contracts on AOA (Runways and Taxiways)/Construction Contracts on secured area (Apron surrounding Terminal and Concourses).**

5.1.9.1.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

5.1.9.1.2. Consultant and escorted personnel shall have no Terminal or Concourse access.
5.1.9.1.3. Escorting is limited to an Airport SIDA badged prime Consultant or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).

5.1.9.1.4. Escorting person(s) must have a SIDA badge.

5.1.9.1.5. Designated badged prime Consultant employees approved or badged escorting subcontractor must escort prime Consultant employees and subcontractors’ employees to all work sites. Once at the work site, badged employees, prime or subcontractors’, may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.

5.1.9.1.6. All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee’s name, Consultant’s name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.

5.1.9.1.7. Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.

5.1.9.1.8. All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.

5.1.9.1.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.

5.1.9.1.10. In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 73 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

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

5.1.10.1.1. Highest level of Security required.

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

5.1.10.1.3. If escorting of unbadged Consultants and or subcontractors is required, an approved sponsor agency (DOA, AATC, HACM, HCM, etc.) must perform escort full time.
5.1.10.1.4. For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Consultant or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

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

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

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

5.1.12.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Consultant and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Consultant’s or subcontractor’s contract and disqualification from working on construction contracts within secured areas of the Airport.

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

5.1.12.1.2 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Consultant’s or subcontractor’s contract and disqualification from working on construction contracts within secured areas of the Airport.
5.1.12.1.3 All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

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

5.1.13.1 Trash must be removed daily.

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

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

5.1.13.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Consultant’s or subcontractor’s contract and disqualification from working on projects within the secured areas of the Airport.

5.1.14 **Terminal/Curbside.** A maximum of two (2) Consultant vehicles or two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department, and the DOA Security. In the event one (1) Consultant vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.

5.1.14.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

5.1.14.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

5.1.14.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

5.1.14.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.

5.1.15 **Staging Areas.** The Consultant’s Construction staging area shall be identified on the plans.

5.1.16 **Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Consultant shall submit FIS Authorization requests to the U.S. Customs Service (404) 765-2303. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.
5.1.16.1 Consultant shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

5.1.16.2 Security Checkpoints. Consultant and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

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

6 Restrictions on Operations. Consultant shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Consultant shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City’s permission therefore have been obtained. Consultant shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless specifically authorized by this Services Agreement. Consultant shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Services Agreement. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Consultant’s operation.

7 Cooperation with Agencies. Consultant shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Consultant shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

8 Location of Services. The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Consultant of its responsibility to protect such existing features from damage or unscheduled interruption of service.

9 Notice to Owner/Operators. Prior to commencing the work in the general vicinity of an existing utility service or facility, Consultant shall notify each owner/operator in writing of activities which might affect its interests. If, in Consultant’s opinion, the owner/operator’s assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the work, such advice should be included in the notification. Consultant shall furnish a copy of such written notices to City.

10 Excavation Methods. Where the outside limits of an underground utility service have been located and staked on the ground, Consultant shall use excavation methods acceptable to City as may be required to insure protection from damage due to Consultant’s operations.
11 **Damage to Services.** Should Consultant damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Consultant in such events shall cooperate with the utility service of facility owner and City continuously until such damage has been repaired and service restored.

12 **Failure to Protect Property.** Consultant shall not be entitled to any extension of time or compensation on account of Consultant’s failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Consultant.

13 **Utility Contractor Licensing Requirements.** Consultant shall comply with the requirements of O.C.G.A. § 43-14-8.2 (b), which states in O.C.G.A. § 43-14-8.2 (b)(1) that:

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

In addition Consultant shall comply with the all-applicable requirements of O.C.G.A. § 43-14-8.2 including subsections 43-14-8.2, 43-14-8.3 and 43-14-8.4.
EXHIBIT F:
DISPUTE RESOLUTION PROCEDURES
Exhibit F: Dispute Resolution Procedures

1. If Consultant 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, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant 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 Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Services Agreement.

2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant 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 Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

4. If the City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.
PART 6
IIREA PREVIEW PARTICIPATION PROGRAM
IIREA PREVIEW FORM
DEPARTMENT OF PROCUREMENT

IIREA PREVIEW PARTICIPATION FORM INSTRUCTIONS

1. Potential offerors may submit the Contractor Affidavit to the Department of Procurement ("DOP") not less than ten (10) days prior to the due date for responses to a Solicitation. Submission of the Contractor Affidavit after that date will NOT extend the time for submitting Bids/Proposals ("offers") and DOP is not required to review Contractor Affidavits submitted less than ten (10) days prior to the due date for responses to a Solicitation.

2. All Contractor Affidavits must be submitted via email or delivery to the following address:
   Email: ii reapreview@atlantaga.gov
   City of Atlanta
   Department of Procurement
   ATTN: IIREA Preview
   55 Trinity Avenue, SW, Suite 1900
   Atlanta, GA 30303

3. DOP will review the timely submitted Contractor Affidavit and provide a response not less than five (5) days prior to the due date for responses to the solicitation.

4. Potential offerors that are deemed non-compliant must submit a compliant contractor Affidavit on the due date for responses to the solicitation of offers in order to be qualified for evaluation.

5. If a due date for the Contractor Affidavit or the acknowledgement and determination falls on a weekend or a City recognized holiday, the document shall be due on the next business day after the weekend or holiday. However, DOP shall not be required to change the due date for Proposals to accommodate a later due date for the Contractor Affidavit. In no event will the due date for the Contractor Affidavit be later than the due date for responses to the solicitation.

6. The determination of a potential offeror's compliance with the State's immigration compliance mandates shall not automatically deem that offeror's timely submitted offer to be responsive to any solicitation. Offerors must also be responsive to and compliant with other requirements set forth in the solicitation of offers, as well as all applicable laws. Untimely offers from compliant potential offerors shall not be eligible for award of the solicited contract.

7. Potential offerors that submit an incomplete or incorrect Contractor Affidavit with their offer or fail to submit a compliant Contractor Affidavit after a determination of non-compliance, will not be qualified for evaluation and their timely submission of an offer may not be considered for the award of the solicited contract.
DEPARTMENT OF PROCUREMENT
IIREA PREVIEW PARTICIPATION FORM

Date of Request
Name of Requestor
(company name)
Mailing Address
Contact Person
Phone
Email

Project Name and Number: ________________________________________
Bid/Proposal Due Date: ________________________________________

Confirm E-Verify affidavit completed and attached: □ Yes □ No
APPENDIX A:
OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS
TO: Susan M. Garrett, Interim Chief Procurement Officer  
Department of Procurement

FROM: Larry Scott, Director
Mayor’s Office of Contract Compliance

RE: EBO Documents for Project No.: FC-9964, Public Safety Systems Operation and Maintenance Services

DATE: May 8, 2018

The EBO bid documents with project specific availability for Project No.: FC-9964, Public Safety Systems Operation and Maintenance Services are enclosed.

The entire OCC package, including both the standard and project specific EBO/EEO sections must be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6013, or Alberto Aponte at (404) 330-6012.

cc: Les Page, DOP  
Max Lipscomb, OCC
May 8, 2018

RE:    Project No.: FC- 9964, Public Safety Systems Operation and Maintenance Services

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for minority and female business enterprise participation for this project and the EBO program reminders listed on page 6.

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

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

EQUAL BUSINESS OPPORTUNITY (EBO)

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.
Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors (majority and minority owned) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include all subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder’s outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, HABE, or FBE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder’s submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE’s contract.
OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder’s responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder’s file maintained in the vendor relations database and handled in accordance with the procedure established in the city’s vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.
Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

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

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract’s non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.
Proponent Instructions: All Proponents must use their executed proposed JV agreement to complete the questions below (Attach additional pages if needed):

1. Name of Joint Venture:

2. Name, address and phone number of joint venture contact person serving as managing partner:

3. Firms participating in joint venture (use additional pages if necessary):
   Name of firm:
   Address:
   Office Phone Number:
   Primary Contact name/phone number:
   % ownership: _____________%
   M/FBE: □ No
   □ Yes
   Date of Certification:
   NAICS code(s) for which certification was granted:
   Name of firm:
   Address:
   Office Phone Number:
Contact name/phone number:

% ownership: ______________%

M/FBE:  □ No

□ Yes

Date of Certification:

NAICS code(s) for which certification was granted:

4. Was there an M/FBE initial capital contribution required?  Amount?_________

5. Does the JV document describe the portion of the work or elements of the business controlled by the M/FBE JV team member(s)?  □ No □ Yes

Referenced in What Section?

6. Does the JV document describe the portion of the work or elements of the business controlled by the non-M/FBE JV team member(s)?  □ No □ Yes

Referenced in What Section?

7. Does the JV document describe the M/FBE team member's involvement in the overall management of the joint venture. (e.g., participation on a management committee or managing board, voting rights, etc.)?  □ No □ Yes  Referenced in What Section?

8. Does the JV document list the M/FBE team member's share in the profits/risk in the joint venture: □ No □ Yes  Referenced in What Section?

9. Does the JV document describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary): □ No □ Yes  Referenced in What Section?

a. Majority interest holder joint venture participant:

b. Minority interest holder joint venture participant(s):
10. Does the JV document detail which firm will be responsible for accounting functions relative to the joint venture's business? □ No □ Yes  Referenced in What Section?

11. Does the JV document explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties? □ No □ Yes  Referenced in What Section?

12. Did the JV document provide the name of the person who will be responsible for hiring employees for the joint venture? □ No □ Yes  Referenced in What Section?

13. Did the JV describe the frequency of JV meetings, method for minutes taking, and storage for audit provisions? □ No □ Yes  Referenced in What Section?

14. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? □ No □ Yes  If yes, list the number and positions and indicate which firm currently employs the individual(s)?

15. Did the JV detail the methods by which disputes are resolved? □ No □ Yes  Referenced in What Section?

16. Is a copy of the proposed joint venture agreement, promissory note(s), and loan agreement(s) (if applicable), and any and all written agreements between the joint
venture partners included in the proposal submission □ No □ Yes  Referenced in What Section?

17. Does the JV document describe all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved? □ No □ Yes  Referenced in What Section?

18. Does the JV document provide a specific citation/section that speaks to the non-discrimination and assurance requirements related to this solicitation? □ No □ Yes  Referenced in What Section?

Additional Comments:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
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________________________________________________________________________
________________________________________________________________________
Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC- 9964, Public Safety Systems Operation and Maintenance Services

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta’s EBO/SBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company’s/companies’ involvement in the Public Safety Systems Operation and Maintenance Services project throughout the life of the contract. (See Page 6)

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The dominant NAICS code and trade to be engaged for the above referenced phase is:

541513-Computer Facilities Management Services

811211- Computer Maintenance Services

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

26.5% MBE & 8.2 FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

Note: Prime contractors must make sure that subcontractors are certified with the city of Atlanta in order to get proper credit.

OCC will count M/FBE participation in the form of a certified joint venture partner (self-performing a scope of work), and certified M/FBE subcontractor arrangements. The above referenced goal will be measured against total contract value inclusive of any change orders and/or miscellaneous modifications that may occur throughout the life of the project.
Equal Business Opportunity Program Reminders for This Solicitation

1. **Certification.** It is the prime contractor’s responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta’s Office of Contract Compliance, or have a certification application pending with the City of Atlanta’s Office of Contract Compliance.

2. **Joint Venture Agreements.** The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.

4. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.

5. **SBO/EBO Ordinance.** The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2-1356 through 2-1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

6. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

7. **OCC Registry of Certified Firms.** To access OCC’s real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWyRk55uW%2BiJonkgm04tizEb. You may search by “Industry” for a list of firms in that category or search for a specific company under “Company Name”. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading “Registry of Certified Firms” Click OCC's quarterly list to access the current directory of certified firms.
COVENANT OF NON-DISCRIMINATION

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

_______________________________________
Signature of Attesting Party

_______________________________________
Title of Attesting Party

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

_______________________________________
Notary Public

Seal

FORM EBO-1
SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (Majority, EBO and Non-EBO Certified) that were contacted regarding this project.

<table>
<thead>
<tr>
<th>Name of Subcontractor/Supplier/JV Partner</th>
<th>Contact Name, Address and Phone Number</th>
<th>City Of Atlanta Business License? (Yes or No)</th>
<th>Type of Work Solicited for</th>
<th>Solicited for JV? (Yes or No)</th>
<th>Business Ownership (see code below)</th>
<th>M/FBE Certification No. and Expiration Date</th>
<th>Results of Contact</th>
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FORM EBO-2  (Page 1 of 2)
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<tr>
<th>Name of Sub-contractor/ Supplier/JV Partner</th>
<th>Contact Name, Address and Phone Number</th>
<th>City Of Atlanta Business License? (Yes or No)</th>
<th>Type of Work Solicited for</th>
<th>Solicited for JV? (Yes or No)</th>
<th>Business Ownership (see code below)</th>
<th>M/FBE Certification No. and Expiration Date</th>
<th>Results of Contact</th>
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Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE & DBE Certifications will not suffice for this procurement)

Company Name: ________________________________  Project Name: ________________________________  FC#: ________

Printed Signature: ________________________________  Date: ________________________________

FORM EBO-2  (Page 2 of 2)
### EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

<table>
<thead>
<tr>
<th>Name of Subcontractor/Supplier</th>
<th>Contact Name, Address and Phone Number</th>
<th>City of Atlanta Business License? (yes or no)</th>
<th>Joint Venture Partner? (yes or no)</th>
<th>NAICS Code</th>
<th>Type of Work to be Performed</th>
<th>Ethnicity of M/FBE Ownership (see code below)</th>
<th>M/FBE Certification No. and Expiration Date</th>
<th>Dollar ($) Value of Work and Scope of Work</th>
<th>Percentage (%) of Total Bid Amount</th>
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**Value of Prime Proponent’s Self Performance** $__________________________  Total MBE%_____ Total FBE%_____ Total EBO%_____

Code: AABE – African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE & DBE Certifications will not suffice for this procurement)

**Proponent’s Company Name:** __________________________

**Project Name:** __________________________

**FC#:** __________

**Proponent’s Contact Number:** __________________________

**Printed Signature:** __________________________  

**Date:** __________

EBO 3
LETTER OF INTENT

Proponent
Name:_________________________________________________________
Address:_______________________________________________________
City:____________________ State:_____ Zip:________

Subcontracting Firm: Firm Name:____________________________________
Address:_______________________________________________________
City:____________________ State:_____ Zip:________

Sub firm Contact Person: Name:__________________________ Phone: (_____)

Firm is performing as: ☐ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date:______________________________

<table>
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<tr>
<th>Work item(s) to be performed by Sub</th>
<th>Description of Work Item</th>
<th>Dollar(s) Value of Work and Scope of Work</th>
<th>Percentage (%) of Total Bid Amount</th>
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<td>TOTAL Diversity% Credit Claimed for this Contractor</td>
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The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: $___________________ Percent of total contract:_______%

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: ____________________________________________ (Print name)  (Title)
    ________________________________ (signature)   (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
LETTER OF INTENT

Proponent
Name: ________________________________
Address: ________________________________
City: ______________ State: __________ Zip: __________

Subcontracting Firm:
Firm Name: ________________________________
Address: ________________________________
City: ______________ State: __________ Zip: __________

Sub firm Contact Person:
Name: _____________________________ Phone: (____) __________

Firm is performing as: ☐ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: ________________________________

<table>
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TOTAL Diversity% Credit Claimed for this Contractor

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: $___________________ Percent of total contract: ________%

AFFIRMATION:
The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: __________________________ (Print name) __________________________ (Title)

________________________ (signature) __________________________ (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.
DIVERSITY FIRM TERMINATION/SUBSTITUTION ACKNOWLEDGEMENT FORM

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356-2-1380, and 2-1441-2-1480 of the COA code of ordinances, as may be amended from time to time. 
OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC’s prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:


For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

(1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC’s] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.

(ii) [OCC] must include in each prime contract a provision stating:

A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and

B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].

(2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC’s] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.

(3) For purposes of this paragraph, good cause includes the following circumstances:

(i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;

(ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contract[i]or;

(iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.

(iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;

(vi) [OCC] has determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;

(vii) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;

(viii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;

(ix) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;

(4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.

(5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.

(6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: __________________________

Contract No.: __________________________ Signature: __________________________

Name: __________________________

Title: __________________________ Date: __________________________
AWSG Determination of Applicability

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to construction projects only and is subject to review by AWDA on a case by case basis for applicability. The Atlanta Workforce Development agency has determined that the First Source Jobs Program is not applicable for FC-9964, Public Safety Systems Operation and Maintenance Services.

However, it is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Although the First Source Jobs Program only applies to Construction Projects, every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

Audrey Lawrence
First Source Jobs Program
WorkSource Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3051
APPENDIX B:

CONTRACTOR AFFIDAVIT
Contractor Affidavit under 0.C.G.A. § 13-10-91 (b)(1)

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

_______________________________________  
(Also known as eVerify Company ID) 
Federal Work Authorization User Identification Number  
(Not Tax ID or SS Number)

___________________________________
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

___________________________________
Name of Contractor (Legal name of Contractor, not an abbreviated version)

___________________________________
Name of Project

City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on __________, _____, 20__ in ______________(city), _____________ (state).

___________________________________
Signature of Authorized Officer or Agent

___________________________________
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _________ DAY OF _____________________, 201___.

___________________________________
NOTARY PUBLIC
My Commission Expires: ________________________________

Rev. 06/06/17
[END OF DOCUMENT]