

REQUEST FOR PROPOSALS

FC-9034, On-Street Parking Management Program



City of Atlanta

**Richard Mendoza
Commissioner
Department of Public Works**

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



CITY OF ATLANTA

Kasim Reed
Mayor

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

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

Monday, June 20, 2016

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a proposal for **FC-9034, On-Street Parking Management Program**. The City of Atlanta (the "City") is soliciting proposals from qualified consultants to provide an On-street Parking Management Program for the City that will optimize the parking experience and availability for residents, visitors and businesses by using state of the art parking technology.

A **Pre-proposal Conference** will be held on **Thursday, June 30, 2016, at 11:00 A.M. EDT**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Public Works, Office of Contract Compliance, Risk Management and Atlanta Work Force Development Agency available at the conference to discuss this project and to answer any questions. Proponents are **strongly urged** to attend the Pre-proposal Conference.

Proponents will be allowed to submit questions in writing and to ask questions during the Pre-proposal Conference. However, please note that oral answers to questions during the Pre-proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Tuesday, July 5, 2016, at 1:00 P.M. EDT**.

Your response to this Request for Proposals ("RFP") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EDT, Wednesday, July 27, 2016**.

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

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



FC-9034, On-Street Parking Management Program

Monday, June 20, 2016

Page 2

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

You are required to email your business name, contact person, address, phone number, fax number, email address, and the project number to Krista A. Morrison, Esq., Contracting Officer, Senior, at kamorrison@atlantaga.gov to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued.

This RFP may also be obtained from the Department of Procurement Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of \$100.00 per package as of Monday, June 20, 2016, between the hours of 8:15 a.m. EDT and 5:00 p.m. EDT, Monday through Friday. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Krista A. Morrison, Esq., Contracting Officer, Senior, at (404) 865-8709 or by email at kamorrison@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

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

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

Sincerely,



Adam L. Smith

ALS/kam

TABLE OF CONTENTS

FC-9034, On-Street Parking Management Program

- **Part 1** **Information and Instructions to Proponents**
- **Part 2** **Contents of Proposals**
- **Part 3** **Evaluation of Proposals**
- **Part 4** **Required Submittals**
- **Part 5** **Draft Professional Services Agreement**

- **Exhibit A** **Scope of Services**
- **Exhibit A.1** **Revenue Proposal**
- **Exhibit B** **Definitions**
- **Exhibit C** **Authorizing Legislation (To Be Inserted in Final Agreement)**
- **Exhibit D** **City Security Policies**
- **Exhibit E** **Dispute Resolution Procedures**

- **Appendix A** **Office of Contract Compliance Requirements**
- **Appendix B** **Insurance and Bonding Requirements**

PART I

INFORMATION AND INSTRUCTIONS TO PROPOSERS

Part 1: Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (“**City**”), on behalf of the Department of Public Works (“**DPW**”) seeks to procure the following services (“**Services**”): proposals from qualified consultants to provide an On-street Parking Management Program for the City that will optimize the parking experience and availability for residents, visitors and businesses by using state of the art parking technology. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A – Scope of Services**; included in this RFP.¹
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive sealed proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Authority to Transact Business in Georgia:** Each Proponent shall submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **Minimum Qualifications:**
 - 4.1. Proponent shall possess experience managing a full service parking program within the last five (5) years.
 - 4.2. Proponent shall possess experience with four (4) years or more of successful management of a full service parking program for populations of no less than 375,000 people within the city boundaries.
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
6. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EDT** (as verified by the Bureau of National Standards) on **Wednesday, July 27, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Thursday, June 30, 2016, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of

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

the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Krista A. Morrison, Esq., Contracting Officer, Senior**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by e-mail at **kamorrison@atlantaga.gov**, on or before **Tuesday, July 5, 2016 at 1:00 P.M.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at 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 directed to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Proposal Guarantee:**
 - 9.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of **five percent (5%)** of the total Revenue Proposal amount. At the option of the Proponent, the Proposal Guarantee may be a certified check payable to the order of City, or a Proposal Bond using Form 8: Proposal Bond included in this RFP. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
 - 9.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within the time specified within the Notice of Award, the City will retain the Proposal Guarantee as liquidated damages and not as a penalty.
10. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
11. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Appendix B - Insurance and Bonding Requirements**, attached to this RFP.
12. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A - Office of Contract Compliance Requirements**, attached to this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
13. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any

additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability** indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) could issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.

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

15. **Examination of Proposal Documents:**

- 15.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
 - 15.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
 - 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
 - 15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.
16. **Oral Presentations:** All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

17. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City of Atlanta Code of Ordinances.
18. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
19. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted with each proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.
20. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the Scope of Services in its entirety or by components. Multiple awards may be made on the total Scope of Services or components of the Scope of Services.
21. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). Pursuant to O.C.G.A. § 50-18-72(a)(34), “[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq .].”

PART II

CONTENTS OF PROPOSALS

Part 2: Contents of Proposals

- 1. General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. **Informational Proposal;** and
 - 1.2. **Revenue Proposal.** (Form provided by City at **Exhibit A.1-Revenue Proposal**) The Revenue Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
- 2. Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
 - 2.1. **Volume I:** information drafted and provided by a Proponent; and
 - 2.2. **Volume II:** information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.
- 3. Information Required to Be Included in Informational Proposal:**
 - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. **Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal:
 - 3.1.1.1. **Executive Summary;**
 - 3.1.1.2. **Organizational Structure;**
 - 3.1.1.3. **Resumes of Key Personnel;**
 - 3.1.1.4. **Overall Experience, Qualifications and Performance on Previous Projects;**
 - 3.1.1.5. **Transitional and Ongoing Management Plan;** and
 - 3.1.1.6. **Innovative Systems Plan.**
 - 3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:
 - 3.1.2.1. **Forms attached to this RFP at Part 4:**
 - 3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.1.2. Form 2; Disclosure Form and Questionnaire;
 - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability;
 - 3.1.2.1.5. Form 4.2; Certification of Bonding Ability (*not applicable*);
 - 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
 - 3.1.2.1.7. Form 6; Proponent Contact Directory;
 - 3.1.2.1.8. Form 7; Reference List;
 - 3.1.2.1.9. Form 8; Proposal Bond; and
 - 3.1.2.1.10. Form 9; Required Submittal Checklist.

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

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

3.2.1. Executive Summary (tabbed in Volume I).

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

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

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

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

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential

subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and

3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

3.2.1.2.5. A brief history of the company including the number of years in business providing the services being outlined in the proposal.

3.2.2. **Organizational Structure (Tabbed in Volume I).** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

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

3.2.2.2. 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

3.2.2.3. providing the names of proposed candidates for each key function on the chart.

3.2.3. **Resumes of Key Personnel (Tabbed in Volume I):**

3.2.3.1. Proponents should detail the qualifications and professional experience of key personnel that will work with the City on the Atlanta Parking System.

3.2.3.2. Describe the hiring and screening process, and the training process for all staff.

3.2.3.3. Identify and provide resumes for the individuals that the Team will use to fill the following proposed positions:

3.2.3.3.1. Program Manager;

3.2.3.3.2. Back-Office Operations Supervisor;

3.2.3.3.3. Field Maintenance Manager; and

3.2.3.3.4. Data Analyst(s).

3.2.3.4. Resumes should be organized as follows:

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

3.2.3.5. Please also see Exhibit A: Scope of Services, page 12, Section “Minimum Qualifications for Key Personnel”.

3.2.4. **Overall Experience, Qualifications and Performance on Previous Projects (Tabbed in Volume I).** Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in Exhibit A: Scope of Services.

3.2.4.1. Proponent’s experience in providing services on at least three (3) projects of similar scope and magnitude.

3.2.4.1.1. Provide three (3) references of comparable scope and delivery by number of on-street metered spaces (min 1,200), citation volumes (min 200,000), and revenue collections.

3.2.4.1.2. Provide detailed descriptions of the projects stating the successes, challenges, and solutions to challenges of providing quality service to the customers.

3.2.4.2. Proponent should illustrate that it has the capacity to achieve project goals of customer convenience, operational efficiency, and sustainability.

3.2.4.3. Describe Proponent’s ability to manage an increase in parking capacity within the terms of this contract.

3.2.4.4. Describe Proponent’s experience to manage and collect against citations, both current and delinquent.

3.2.4.5. Proponent shall demonstrate how the system supports an administrative hearing process to improve the customer experience.

3.2.4.6. Describe Proponent’s ability to provide:

- 3.2.4.6.1. Detailed reporting and support of audit requirements.
- 3.2.4.6.2. Background checks and drug screening for all personnel.

3.2.4.6.3. Criminal Offender Record Information (CORI) checks via Atlanta Police Department.

3.2.4.7. Provide samples of system reports as described in Exhibit A: Scope of Services, Section 5: Reporting.

3.2.5. **Transitional and Ongoing Management Plan (Tabbed in Volume I).** Describe how Proponent will manage the Services outlined in Exhibit A: Scope of Services.

3.2.5.1. Describe the proposed Transition and Implementation Plan (including overview of the major milestones and system elements). Show Proponent's understanding of the needs of the City of Atlanta and how the City's program may be best accomplished.

3.2.5.2. Describe in detail three (3) examples of transition and takeover experience.

3.2.6. **Innovative Systems Plan (Tabbed in Volume I).** Proponents should detail their past and current performance outcomes in terms of quality of services and quantifiable improvements on other contracts:

3.2.6.1. Describe operational efficiencies, revenue improvements, debt collection increases, and use of data analytics to improve operations.

3.2.6.2. Detail proposed system enhancements and technological improvements. Propose an innovative systems plan that enhances the Atlanta Parking System and utilizes the latest technology to ensure the future success and adaptability of the Atlanta Parking System.

3.2.6.3. Provide a timeline detailing how innovative enhancements will be implemented over a 5-year time period.

3.2.6.4. Describe Proponent's incorporation of the use of green technologies (e.g. electric/hybrid vehicles, paperless tickets) and other technology that supports the sustainability objectives of the City of Atlanta.

3.2.6.5. Describe Proponent's data management system.

3.2.6.6. Describe in detail Proponent's disaster recovery plan/back-up system.

NOTE: Proposals must meet all requirements of this RFP. In addition, if based on Proponent's experience, there are alternative implementation approaches that will ultimately achieve the City of Atlanta's objectives, but through different solution approaches, the Proponents are encouraged to offer such alternatives and their rationale. Such alternatives shall not be in lieu of, but in addition to the RFP required responses, and must be clearly identified as alternative.

4. **Revenue Proposal:** Each Proponent must submit a Revenue Proposal using the form provided by the City at Exhibit A.1: Revenue Proposal. The Revenue Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Revenue Proposal shall serve as the baseline for final fee negotiation with the City. For detailed information and instructions regarding the Revenue Proposal, please see **Exhibit A.1: Revenue Proposal**.

Submit one (1) stamped "Original" and ten (10) copies of the Revenue Proposal in a separate sealed envelope.

5. **Submission of Proposals:**

- 5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-9034, On-Street Parking Management Program** and the name and address of the Proponent. All Proposals must be submitted to:

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

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

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

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

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

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

- 6.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
- 6.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
- 6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
- 6.2.4. The quality of performance of previous contracts or work;
- 6.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
- 6.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and
- 6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. Selection for Competitive Sealed Proposals:

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to those factors contained in subsection 2-1188(k) and 2-1189(d) of the City of Atlanta Code of Ordinances, and the factors in Part 3: Evaluation of Proposals.

PART III

EVALUATION OF PROPOSALS

Part 3: Evaluation of Proposals

An Evaluation Committee, consisting of City representatives, will review the Proposals in accordance with this RFP. Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified here, and considering the information required to be submitted in each Proposal. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

RELATIVE WEIGHT	GRADED ITEMS	SCORE
5%	Resumes of Key Personnel	
20%	Overall Experience, Qualifications, and Performance on Previous Similar Projects	
5%	Transitional and On-Going Management Plan	
15%	Innovative Systems Plan	
30%	Revenue Proposal	
15%	OCC Programs	
10%	Financial Capability	
(100%)	TOTAL SCORE	

PART IV

REQUIRED SUBMITTALS

REQUIRED SUBMITTAL FORMS

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

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

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

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

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

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

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

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

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: FC-9034, On-Street Parking Management Program

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: FC-9034, On-Street Parking Management Program

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

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

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

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

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

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

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

☐ No

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

C. Questionnaire

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

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

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

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

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

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

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

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

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

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

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

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

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

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

YES

☐

NO

☐

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

YES

☐

NO

☐

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

D. REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____ **Date:** _____

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

Notary Public of _____(state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

(title) of _____ **(entity or partnership name) this**

day of _____, 20__.

Notary Public of _____(state)

My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

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

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

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address: _____

Phone Number(s): _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__.

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__.

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

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

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

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

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-9034, On-Street Parking Management Program** (**"Project"**) and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, _____ (**"Offeror"**) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

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

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2) – NOT APPLICABLE

Certification of Bonding Ability Instructions:

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

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

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

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

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-9034, On-Street Parking Management Program**:

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

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

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

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

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

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least **three (3)** references using the below-referenced format. The City is seeking references that are able to attest to the Proponent's performance ability and credibility in managing full service on-street parking programs including:

- meter collections,
- parking enforcement,
- citation management,
- citation collections,
- booting and towing of motorized vehicles
- staffing and management of parking personnel

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

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

Date(s) of Project: _____

Description of Services:

Please describe in detail how this project compares in scope and complexity to the City of Atlanta current business objectives.

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

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

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents (\$_____); or [ii] 5% of PRINCIPAL’S Proposal amount for **FC-9034, On-Street Parking Management Program**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **FC-9034, On-Street Parking Management Program**, a Proposal;

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

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

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

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

Proposal Bond

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

[i] _____ Dollars and Cents (\$_____), being in the amount of 5% of the CONTRACT Sum; or
[ii] 5% of PRINCIPAL’S Proposal amount for _____. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____ 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

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

Required Submittal (FORM 9)

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

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

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

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

PART V

DRAFT PROFESSIONAL SERVICES AGREEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT

FC-9034, On-Street Parking Management Program

This Draft Professional 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.

Contract Name:	Contract No.
Service Provider	City of Atlanta
Name:	Using Agency: Department of Public Works
Address:	Address:
Phone:	Phone:
Authorized Representative:	Authorized Representative:

1. **Background.**

1.1 City desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 As a function of performing the Services, Service Provider will generate revenue, a portion of which it will remit to the City. The revenue payable to the City during the initial term of this Agreement is \$ _____ (“Maximum Revenue Payment Amount”). Other payments to the City and more detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. **Term.**

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

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

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

2.2.2 If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

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:²

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

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

5. **Services.**

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

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

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

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

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

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

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

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

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

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

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

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

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute

Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

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

6. Service Provider's Obligations

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

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

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

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract 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 (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to 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:

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

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

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

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

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

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

6.9 Ethics in Contracts.

6.9.1 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 therefor. 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.

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

7. City's Authorized Representative.

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

7.2 City's Right to Review and Reject. Any 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 for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

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

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

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

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

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

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all 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, 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.

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. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by 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 derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

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

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

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City at Service Provider’s expense, an annual financial audit of the Street Parking Management Program administered by Service Provider. Such audits must be performed by a licensed and

insured Certified Public Accountant (“CPA”). Service Provider must obtain from the CPA and provide to the City the report of the auditor. In addition, the City retains the right to conduct an independent annual financial and operational audit which shall include but is not limited to validation of revenues, expenses and capital outlays. Service provider shall cooperate with such independent annual financial and operational audit and shall provide full access to all systems and transaction level data, as well as supporting operational information required to complete the audit. The annual operational audit shall be performed by a person or firm of the City’s selection.

13.1.2 Service Provider will provide to City, and any Person or Firm designated by City, access to Service Provider Personnel and to Service Provider owned and operated 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.

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

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

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

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

14. Indemnification by Service Provider.

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

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

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

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

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

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

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the 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:

- (a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to

other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled “Termination by City for Convenience”**.

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

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

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

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

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement 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 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.

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

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

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

20.8 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.

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

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

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

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

20.13 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.

DRAFT

CITY OF ATLANTA:

[SERVICE PROVIDER]:

By: _____

Mayor

By: _____

Name: _____

Title: _____

ATTEST:

ATTEST:

Municipal Clerk (SEAL)

Corporate Secretary/Asst. Secretary
(affix seal)

RECOMMENDED:

Commissioner, Department of Public Works

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A

SCOPE OF SERVICES

I. INTRODUCTION

A. Purpose

The purpose of this Request For Proposals (RFP) is to solicit sealed proposals from qualified Proponents for an On-street Parking Management Program for The City of Atlanta, Georgia (the City) that will optimize the parking experience and availability for residents, visitors and businesses by using state of the art parking technology. The Program will involve the ongoing operation and management of a paid parking program for on street locations throughout the City with an initial contract term of five (5) years, with two (2) additional (1) year terms, which shall be exercised at the City's sole discretion.

B. Overview

The Service Provider will incorporate the latest smart parking technology platforms and equipment in their proposal. The Program itself will involve the ongoing operation of a paid parking program for on street locations throughout the City.

C. Background / Parking Landscape

The City owns a parking meter infrastructure of approximately 2,400 spaces utilizing the pay-by-space method. The parking infrastructure consists of approximately 200 multi-space meters, which all accept credit card payments and approximately 1,086 single space meters, of which approximately 437 accept credit card payments and approximately 649 accept coins only. The City may expand the parking program through an addition of 1,000 on-street parking meters.

To improve customer service, reduce backlogs, and better utilize court and other resources, the City intends to migrate to an internally managed adjudication process at the commencement of the new contract. If customer is unsatisfied with the decision of screening officer in the adjudication process, customer has the right to advance to City Municipal Court system (See **Hearing Officer Flow Diagram**, p.15). Service Provider agrees to accept penalties if a certain percentage of citations are overturned through the independent review process.

The City of Atlanta is seeking a guaranteed revenue of \$7,000,000 annually from the Proponent. Proponent will be awarded points on a graduated point scale based on their ability to meet this base revenue amount; additional points will be awarded if the Proponent exceeds this base amount and fewer points will be award if the Proponent does not meet this base amount.

D. General Objectives

The Service Provider will manage the City's On-street Parking Program to include, back-office operations, equipment repair, maintenance and functionality, collections and parking enforcement.

The Service Provider will strive to develop an intelligent, user friendly, communications-focused parking system, responding to the current and future needs of residents, visitors and businesses through active planning, management and communications.

The Service Provider will work closely with the Department of Public Works Parking Program Management (DPW) and other City designees. The City will maintain all ownership rights and full access to data resulting from the management of the parking program.

E. Desired Qualifications

To be considered “qualified”, a Proponent should have:

- Experience managing full service on-street parking programs including:
 - meter collections,
 - parking enforcement,
 - citation management,
 - citation collections,
 - booting and towing of motorized vehicles
 - staffing and management of parking personnel
- Managed a full service parking program within the last five (5) years 2011-2016,
- Proven experience with four (4) years or more of successful management of a full service parking program for populations of no less than 375,000 people within the city boundaries,
- Proponent(s) is responsible for appropriate supervision of its employees and for the appropriate and legal behavior of its employees,
- Consistent record of providing the highest degree of contract compliance and standards of performance.

Proposals must meet all requirements of this RFP. In addition, if based on Proponent’s experience, there are alternative implementation approaches that will ultimately achieve the City of Atlanta’s objectives, but through different solution approaches, the Proponents are encouraged to offer such alternatives and their rationale. Such alternatives shall not be in lieu of, but in addition to the RFP required responses, and must be clearly identified as alternative.

No Proponent, or entity comprising Proponent, may submit more than one proposal under the same or different names or as part of multiple organizations. The City reserves the right to disqualify any Proponent, or entity comprising Proponent, that submits more than one Proposal in response to this solicitation.

The City of Atlanta reserves the right to select multiple Proponents to satisfy the needs of this RFP.

II. SCOPE OF SERVICES

A. ENFORCEMENT

Services to be provided include, but are not limited to:

1. Personnel:

- a. Provide friendly guidance to parkers on how to operate the pay stations, meters and on how to navigate the parking regulations.
- b. Manage enforcement of parking regulations in City owned metered parking spaces in a professional manner.
- c. Write citations for vehicles improperly parked in the public right of way.
- d. Provide documentation, attend, testify and present evidence at hearings and appeals of parking tickets.
- e. Provide appropriate staffing to support the parking management program at all times, that include, but are not limited to:

- i. Provide sufficient personnel to issue parking citations at a level appropriate for the City.
 - ii. Manage maintenance of parking meters, equipment and signage, including any hardware and software.
 - iii. Provide and collect monies and fees from meters and citations.
 - iv. Provide booting and towing services in a professional manner.
- f. Provide background checks and drug screening for all personnel.
- g. Provide Criminal Offender Record Information (CORI) checks via Atlanta Police Department.

2. Training:

- a. Require all Parking Enforcement Officers (PEO) to undergo a Customer Service training designed by Service Provider. The training syllabus and educational material will be reviewed and approved the City of Atlanta. All PEO's must demonstrate acceptable levels of knowledge, skills and abilities through a graded examination. Training and testing must occur annually for all PEO's and will include, but not be limited to:
 - i. Safety Services,
 - ii. Homeland Security First Responder Training,
 - iii. Functions of being an enforcement officer,
 - iv. Visitor navigation, and
 - v. Customer service excellence.
- b. Service Provider must provide training for all staff on:
 - i. Policy & Procedures
 - ii. Safety
 - iii. Sexual harassment
 - iv. Service Provider specific
 - v. Drugs and illegal substances
 - vi. Media Relations Protocol
 - vii. Driving Record
 - viii. Operations
 - ix. Enforcement Officer Communication
 - x. Civil rights laws and procedures
 - xi. Customer service and experience
 - xii. Courtroom Testimony & Procedures
 - xiii. Defensive Driving
 - xiv. Log Book Entry
 - xv. Interpersonal Communication Skills
 - xvi. Conflict Management
 - xvii. OSHA/DOSH
 - xviii. Employee Handbook: job procedures and emergency protocol
 - xix. Technology & Equipment
 - xx. Municipal law and parking enforcement – related code & ordinances
- c. Service Provider(s) is responsible for appropriate supervision of its employees and for the appropriate and legal behavior of its employees.
- d. Consistent record of providing the highest degree of contract compliance and standards of performance.

3. On-Street Enforcement Vehicles:

- a. Enforcement vehicles will be integrated with GPS tracking devices to monitor employee activity and safety.
- b. Service Providers are encouraged to use green technology such as electric or hybrid vehicles.

4. Booting and Towing:

- a. Service Provider and/or subcontractor will provide all booting and towing.
- b. Abide by all City ordinances, codes and regulations and conform to all standards set by the City of Atlanta and the State of Georgia.
- c. The City retains the right to set and/or change all fine amounts, parking rates and permit fees.
- d. Comply with Georgia Department of Revenue and Georgia Department of Driver Services (DDS) for information.
- e. Remain completely current with Georgia Department of Revenue and Georgia Department of Driver Services (DDS) specifications, modifications and changes to the Georgia Department of Revenue and Georgia Department of Driver Services (DDS) databases, systems and procedures.
- f. Interface with the Georgia Department of Revenue and Georgia Department of Driver Services (DDS) personnel through telephone, mail and face-to-face communications to develop, maintain and nurture a constructive, efficient and effective working and collaborative relationship.

5. Complaints Management:

- a. Integrate with the City of Atlanta 311 call center to comply with Service Level Agreements.
- b. Provide telephone, email and online complaint procedures.
 - i. The City will respond to all complaints courteously and professionally within 24 hours.
- c. Maintain a monthly log of all complaints and resolutions including:
 - i. Dates
 - ii. Times
 - iii. Names
 - iv. Description of issue
 - v. Resolution

B. BACK OFFICE & COLLECTIONS

The Service Provider will manage the parking revenue collection process in a secure and fully auditable manner. The Service Provider is also responsible for collecting the operational data for the services provided within the scope of this RFP so that they are documented and formatted in a transparent manner providing for efficient management and oversight by the City. The Service Provider shall operate the parking management services for the City of Atlanta in accordance with the following minimum requirements:

1. Customer Service:

- a. Demonstrate exceptional verbal and written communication, and interpersonal skills.
- b. Foster a superior parking experience for motorists that makes finding a parking space easier, faster and more convenient.
- c. Incorporate strategies that help to reduce traffic congestion and expand parking availability, access and navigation.
- d. Will response to all inquiries, issues, escalations, and recommendations within 24 hours, Monday - Friday.
- e. Integrate inquiry and complaints with City's 311 call center.
- f. Continually meet and build relationship with City officials, Atlanta Police Department, Community Improvement Districts and neighborhood programs to negotiate requests related to parking.

- g. Provide customer focused services, collection activities, enforcement and ticketing processes.
- h. Support City of Atlanta initiatives as it relates to parking.
- i. Stay abreast of current parking technology, best practices, industry trends, process and operational excellence; communicating such to City officials in a timely manner.

2. **Ticket Processing:**

Processing, collections and public safety issued citations (parking and non-parking):

- a. Provide and process collections in compliance with industry standards for data privacy and security.
- b. Process and store daily electronic files of all contested citations in a secure format approved by the City.
- c. Processing and collection of Service Provider and Police issued citations (parking and non-parking) with a minimum of 78% collection rate on all outstanding debt in first 30 days.
- d. Input ticket and payment data entry.
- e. Obtain owner information for all citations.
- f. Provide a fully integrated and secure web-based data system that stores, retrieves and updates all citation-related data. Must be fully accessible by the City of Atlanta.
- g. Provide and store daily electronic files of all contested citations in a secure format approved by the City.
- h. Coordinate/schedule adjudication hearings with the City of Atlanta's hearing officer.
- i. Issue dunning notices.
- j. Coordinate non-renewal of driver's license and registration with the GA DDS, DOR and out of state DMV's.
- k. Coordinate "Mark and Clears" for web and/or telephone citation payments for immediate renewal of GA DDS, DOR and out of state DMVs.
- l. Conduct backlog collections.
- m. Assess late fees after seven (7) and fourteen (14) days.
- n. Maintain on-line ticket archives.
- o. Provide latest technology available.
- p. Provide appropriate staffing levels at all times.
- q. All voided citations shall be excluded from billing by the Service Provider(s). The Service Provider(s) billing software shall be capable of reflecting the accurate count of voided citations and billing records submitted to the City shall reflect this count.
- r. Comply with all federal, state and local laws governing collection activity.
- s. Payment Technology: provide users with the ability to pay with coin, paper currency, credit card, mobile devices, and plates (i.e. pay-by-plate, pay-by-phone, credit card, cash, coins, mobile, other).
- t. "Ten Day Warning Letter": After twenty-one (21) days, if no response on a citation, Service Provider will mail warning notice indicating ten-day window to clear debt before it is referred to collections. The dunning notice must include the following:
 - Include original citation information.
 - Notification of the accrual collection fees.
- u. "Collection Letter": After "Ten Day Warning Letter", Service Provider will mail letter advising that account has been referred for collection and non-renewal status (exact language to be approved by the City). Include all information from Ten Day Letter.

3. Citation Collections:

- a. Obtain owner information for all citations.
- b. Provide a web and computer based fully integrated, field sortable and secure data system to maintain, update, retrieve and store all citation-related data.
- c. Provide daily electronic files of all contested citations in a format approved by the City.
- d. Issue dunning notices.
- e. Conduct backlog collections.
- f. Assess late fees after seven (7) and fourteen (14) days.
- g. Back end citation processing and management system to capture and record all activity related to each citation and registered owner including but limited to citation data, photo's, voice recordings, call records, mailing records, boot records, etc.
- h. Maintain on-line ticket archives.

4. Meter Collections:

- a. Provide timely collections of all parking meters.
- b. Provide for the safety and security of all staff, equipment and coinage.
- c. Provide fast and accurate processing of all coinage.
- d. Provide fast and accurate processing of all credit card transactions, pay-by-phone through multiple mobile payment apps and other technology payment processing.
- e. Provide daily, weekly, monthly and annual collection and deposit reports.
- f. Incorporate all revenue forms (credit, cash, etc.) into financial reports.

5. Reporting:

- a. Daily, weekly, monthly, and annual reports summarizing all citation enforcement, booting, towing, collection, and payment activity.
- b. Ticket issuance activity to include:
 - I. Number of tickets by violation type.
 - II. Street location.
 - III. Parking Enforcement Officer.
 - IV. Voided tickets with explanation.
- c. Monthly reports are sortable by fields.
- d. Monthly reports showing all dismissal activity sorted by dismissal codes
- e. Monthly Complaint Reports.
- f. Semi-annual field sortable reports detailing all unpaid violations and collection activities.
- g. All monthly reports to be provided to the City by the 15th day of the following month.
- h. Semi-annual field sortable reports detailing all paid and partially paid violations.
- i. Semi-annual report providing a break-down of scofflaw plates categorized by the number of tickets issued and the dollar amount.
- j. Provide City access to records as required by State Law.
- k. Records to be organized for each search and access.
- l. Other reports as request by the City.

6. Future Technology & Operational Capabilities:

The Service Provider will provide parking expertise and recommendations to make the City of Atlanta's On-Street Parking Program Management system a best-in-class system. The Service Provider will research, source and supply cutting edge technology and operational recommendations to provide location-based, real-time parking availability information and creative and easy payment options. The Service Provider will also provide recommendations to the City on how best to incorporate the parking

program into a larger multi-modal transportation model, which integrates pedestrians, bicycles, infrastructure changes, mass transit and advances in motor vehicles (i.e. Electric Vehicles, Segways, etc.). The Service Provider will also recommend opportunities that leverage the parking management infrastructure for communications, messaging and other revenue generating opportunities for the City of Atlanta.

Services, technology and operations will foster equal opportunity parking and payment options and promote digital inclusion across the City's various socio-economic neighborhoods.

Technologies will also offer data analytic capability to provide an illustration of user parking behavior and assist City officials in making informed pricing and policy changes. For example, current and / or future capabilities may consist of:

- a. Advertising / Coupons.
- b. Digital Advertising / Messaging: meters have the capability of displaying digital media messaging, including public safety alerts (i.e. Amber alerts, News announcements, Levi's call, road closers, special events, attractions, etc....).
- c. Real Time Interactive Couponing: meters can interact with users via mobile and / or other communication devices to provide user-centric couponing. This program would integrate with hyper-local advertising efforts.
- d. Dynamic or Performance Based Pricing.
- e. Validation (for free or discounted parking): meters have the capability of accepting validated cards or pre-paid parking payments.
- f. Wayfinding capabilities: the parking system offers a web-based and mobile application the identifies parking availability
- g. Web Based Directional Mapping with color graphics.
- h. Electronic Permitting.
- i. Delivery Zone Management.
- j. Citation Payment Option.
- k. Meter time expiration text notices: web-based and / or mobile technologies will provide alerts of meter expiration to parking users across all meter types and payment options.
- l. Grace period capability: meters will enable a grace period after meter expiration before tickets are triggered.
 - i. 3-minute grace period Monday through Friday
 - ii. 5-minute grace period on Saturday
- m. Parking analytics interface.

7. Website Development, Integration & Management:

- a. Develop an enhanced website design to integrate with the City of Atlanta's website to inform customers.

8. Data Integration & Communication:

The City is looking for robust data integration services that will enable the Service Provider(s) to supply data mining and analysis services for the City's data. The City will maintain all ownership rights of its data. The Service Provider is not authorized to use the data outside of what it necessary to perform its services to the City without its written authorization to do so.

Service Providers must have the experience, knowledge and understanding in using innovative techniques, processes, data analytics, performance metrics, or materials related to operations and maintenance of the assets referenced in this RFP. Service Providers must demonstrate the following:

- a. Provide data on space-level economics, technology optimization, parking customer behavior, enforcement service levels, and debt collections.
- b. Shall have ability and clear methodology to supply management and analytical reports to aid in the development and modification of parking related policy.
 - i. Show examples of easy-to-use dashboards and historical views of the data flowing through the infrastructure.
- c. Service Provider must demonstrate experience and methodology for recommending curbside demand-based rate changes for other municipalities, including daily segmentation, frequency, and the amount of the fee adjustment.
- d. Shall provide data analysis, security and reporting (web-based management portal).
- e. Shall have flexibility of the services platform, including the integration of data from intelligent meters, scalable storage, processing of fast moving big data, and a suite of functionality for turning data into community insights.
- f. Shall have ability and clear methodology for developing a transparent, dynamic and lasting electronic library for each meter.
- g. Shall have ability and clear methodology to remotely report meter malfunctions and maintenance concerns, complaints and work order entries.

9. Data Management:

Maintain a disaster recovery plan including:

- a. A complete back-up system and capacity for all on-line systems including hardware, software, communication lines and other equipment.
- b. Alternate processing arrangements/locations to ensure that processing could continue in the event of damage or destruction to the primary data processing facility. Detailed plans shall exist to provide for an orderly move to the alternative site.
- c. Test processing shall be completed periodically at the recovery site to ensure continued equipment compatibility, to train employees and to identify weaknesses in the contingency plan. Testing shall be comprehensive and shall approximate actual processing requirements.

10. Equipment:

Services to be provided include, but are not limited to:

A. Handheld ticketing citation devices:

Handheld ticketing & enforcement units will have the following functionality:

- a. Use wireless electronic ticket writing devices, including digital photography for proof of violation, reduced adjudication and improved compliance.
- b. Citation design and language to be approved by the City.
 - i. The City prefers that the citations not be peel and stick.
- c. Weather and fade resistant paper ticket and return envelope to be placed on windshield / under wipers of violation vehicles.

The following information will be stored in the handheld device:

- a. Unique ticket number
- b. Issue date (automatic entry)
- c. Issue time
- d. State
- e. Registration number and/or VIN #
- f. Plate Color

- g. Plate Type
- h. Vehicle make
- i. Vehicle Color
- j. Location
- k. Parking meter number
- l. Route
- m. Division (automatic entry)
- n. Zone (Business, Entertainment, Hospital, Mixed Use, Government, School)
- o. Issuing Parking Enforcement Officer (PEO) Name
- p. Issuing PEO Badge Number
- q. Violation Identification Code and Phrase(s) with possible additional description.
- r. Fine Amount
- s. Parking Enforcement Officer Notes

Handheld devices will meet or exceed the following criteria:

- a. Clearly readable screen in direct sunlight and after exposure to direct sunlight.
- b. Display keys must have sufficient automatically adjustable lighting to facilitate use after dark or whenever low lighting conditions exist.
- c. Application software shall use the computers real time (standard) clock to provide date and time stamps for all operational functions including vehicle registration number observations, over-timing of vehicles at meters and for time-based observation for ticket issuance. The internal clock shall be synchronized on a daily basis with the host PC.
- d. Daylight savings / standard time changes shall be automatically reflected on all handhelds.
- e. The ticket number must print on the ticket in a scan-able format for processing through high-speed TRP devices.
- f. Ticket paper stock must be highly durable such that the OCR-A scan line on tickets produces and processed through the US Post Office (i.e., mailed through the US Post Office, in envelopes approved by the City for use at point of issuance, and received at the lockbox processing facility).
- g. Ticket numbers shall print in an OCR-A readable and landscape format.
- h. Accommodate preprinted and free form printing.
- i. Provide a group mode function for situations in which automated repetition of data for multiple violations in the same location or for the same violation can hasten the issuance process.
- j. Accommodate incident and trouble reporting, in the field, such as broken parking meters, missing signs, etc.
- k. Provide an end of shift summary printable by each enforcement staff member on the handheld device, and shall include at a minimum the date worked and total tickets issued.
- l. Accommodate the entry of both private and public comments.
- m. Base station supplication shall generate confirmation that all data transmitted has been accounted for and successfully transferred from the handheld device to the base station(s) after each transfer action. Exception reports must be generated and correction procedures must be described.
- n. Base station application shall accommodate transfer of updated files and software revisions from the base station to the handhelds.
- o. Accommodate entry at the base station of data from handwritten tickets and data entry procedures for such functionality shall be provided by the Service Provider(s).
- p. Application shall provide for each back up and restoration of data based on user-defined parameters.

- q. Produce a daily transmission report to substantiate successful transmission of handheld data to the Service Provider(s) core parking violation system.
- r. Automatically (unattended) scan for the presence of handheld devices placed in cradles and when detected automatically upload ticket data from the handheld devices to the base station(s) and download to the handheld devices from the base station(s) any updated information or updated operational software.

11. Equipment Upgrade Services:

- a. Service Provider will be responsible of keeping the City abreast of the latest technology (hard and software related) as it relates to its parking infrastructure and management.
- b. Service Provider will advise City in advance of equipment purchases needed to insure that the City's parking infrastructure is at or above industry standard.
- c. Service Provider will be responsible for purchasing future parking infrastructure assets and equipment on behalf of the City and at the Service Provider's recommendation and City's direction/ approval.
- d. The City will assume ownership of pre-approved software and hardware system purchases upon verification of delivery or installation determined by nature of purchased and agreed to by both Service Provider and City.
- e. Service Provider will be reimbursed through a credit towards its annual minimum guarantee payment. This credit will be allocated based on the purchasing terms secured by the Service Provider or the City, itself with the equipment provider.

12. Multi-Space Pay Station Upgrades:

The City request the Service Provider provide a solution based on current and evolving industry standards and best practices over the course of the contract duration. The solution will provide the best value to the City while at the same time allowing the City the flexibility to meet current and future requirements. Equipment utilized must have one or more year(s) proven track record in 200+ installation environment. The solution shall meet all requirements set forth in this section. See Appendix 1 for additional detail on the City's current parking meter infrastructure.

1. Technical Specifications for Upgraded Units Displays should have the following features:

- a. Be a full color display. Proposal shall include description of display capabilities and specifications.
- b. Be backlit and protected by windows of Lexan or equivalent material but is easy to read in various lighting conditions.
- c. Be a graphical display, allowing for the display of logos, graphics, and animations.
- d. Be capable of displaying messages supplied and downloaded from Back Office software.
- e. Allow for customized transaction flow, with options for Welcome and Transaction Complete screens to be used for advertising purposes.
- f. Shall display various operating status messages to users and maintenance personnel.
- g. Display customer transaction information.
- h. On-screen displays will be in English.
 - a. Proposal shall describe capability of displaying different languages.
- i. Must be equipped with colored LEDs that flash when there is a pay station fault.
- j. Must provide back lit via LED technology.

2. Keyboard:

Upgraded Units Keyboard should have the following features:

- a. Designed to avoid freezing rain, dust, sand and other elements.
- b. Be customizable with options for various button sizes and colors.
- c. Have MAX time button for credit card purchases to enable user to choose maximum amount of time with one button push.
- d. Not be made of metal in order to avoid buttons getting too hot in the sunlight.
- e. Provide audible indication when buttons are pressed.
- f. Will not require hardware change should parking configuration change.
- g. Only include buttons that are necessary for operation of the pay station and shall not include unnecessary buttons.

13. Data Security & PCI Compliance:

- a. Utilize credit card acceptance hardware, software and other system components that are PCI DSS (Payment Card Industry Data Security Standard) compliant.
- b. Maintain PCI Certification for all applicable systems as required, for the term of the contract with no additional cost to the City.
- c. Maintain EMV⁴ (Europay, MasterCard, and Visa) compliant environment.
- d. All meter revenue and citation payment data is secure via Level 1 PCI compliance.
- e. Be prepared to undergo annual PCI audits to ensure transactional data meets and exceeds security protocol.
- f. Comply with the GA Data Protection Law “Standards for the Protection of Personal Information of Residents.
- g. Utilize protocols and passwords that prevent unauthorized access to software and hardware and manipulation of data and reports.
- h. Provide physical security of equipment, files, communication network and other applicable items. Provide data security designed into the system itself to safeguard confidentiality and prevent system abuse.
- i. Comply with all security measures submitted by the City.
- j. Failure of the City to provide a partial or complete security plan shall not be construed as relieving the Service Provider of security responsibilities.
 - i. Utilize credit card acceptance hardware, software and other system components that are PCI DSS compliant.
 - ii. Maintain PCI certification for all applicable systems, as required, for the term of the contract with no additional cost to the City.
 - iii. Maintain EMV compliant environment.
 - iv. Encryption: All data leaving pay station shall be encrypted to a minimum of 128-bit encryption protocol.
 - v. Memory Preservation: Data regarding alarms and card reader shall be retained at least until confirmation of receipt by server.
 - vi. All multi-space pay stations must meet the standards to be considered Level 1 Payment Card Industry (PCI) certified for secure processing of credit card transactions.

14. Meter & Device Maintenance

- a. Service Provider will be responsible for replacing all batteries as needed for both single and multi-space meters.
- b. Provide a schedule for pre-maintenance of on-street meters to ensure they are running at an optimal level of performance.

⁴ Europay, MasterCard, and Visa, is a global standard for authenticating credit and debit card transactions that involves chip-compatible cards and point-of-sale (POS) terminals.

- c. Service Provider will be required to have equipment maintenance and service to be performed by manufacture certified technicians.
- d. Service Provider will provide an average of four (4) hour response time to evaluate, determine and make necessary repair process on reported meter outages.
- e. Service Provider will maintain 99% meter up time or better.

Minimum Qualifications for Key Personnel

Program Manager:

- 7+ years managing integrated IT (Information Technology) programs
- Role is to plan, execute, and finalize parking project according to strict deadlines and within budget
- On-street parking expertise
- Ability to deliver against the project's objectives (customer convenience, operational efficiency, sustainability, and revenue growth) and oversee quality control throughout its life cycle. Competent at tracking and communicating the program objectives.
- Proven implementation oversight experience on projects involving hardware, software, telecommunications, and equipment installation
- Track record of communicating effectively with City stakeholders across all levels of the progress, planning, and public education outreach strategies

Back-Office Operations Supervisor

- 3+ years' experience
- Role is to oversee the business operation across back office ticket processing, customer service, cashiering, debt collection, finance, and revenue reconciliation activities
- Experience guiding teams to meet their service levels and key performance indicators
- Ability to document and implement clearly defined procedures for the operational staff to meet program objectives and implement best practices

Field Maintenance Manager

- 4+ years' experience
- Role is to manage technical employees versed in the technologies deployed in the field such as meters, handhelds, printers, desktops, and telecommunications devices so as to meet performance service levels
- Maintain timely and thorough communication of technical issues to ensure systems are operating optimally
- Lead teams of technical staff to identify, prioritize and resolve maintenance issues
- Proven task leadership to technicians to coordinate related on-site activities such as preventative maintenance, technician scheduling, shipping and receiving, and maintaining accurate asset management and equipment inventory

Data Analyst

- 2+ years' experience
- Role is to analyze the parking data using big data algorithms, including data classification, data clustering, and predictive modeling, from multiple sources in order to gain maximum insight about data patterns that drive recommendations to change behavior through policy improvements
- Experience collecting and analyzing data to spot trends for improvements to customer service or operations and providing data-driven recommendations with proven implications for improving customer service and revenues
- Strategize new uses for data and its interaction with data design to suggest concepts for new revenues or operational efficiencies
- Conduct statistical modeling and experiment design to test and validate predictive models

Current Assets



SINGLE SPACE METER – LIBERTY
FRONT



SINGLE SPACE METER – LIBERTY
REAR



MULTISPACE METER – FRONT



MULTISPACE METER - REAR

Hearing Officer Flow Diagram

Hearing Officer Flow Diagram

The adjudication process outlined below shows the desired appeal system for parking citations in the City of Atlanta. The addition of hearing and screening officers will help to streamline the appeal process and decrease the number of cases that are seen at the COA Municipal Court.

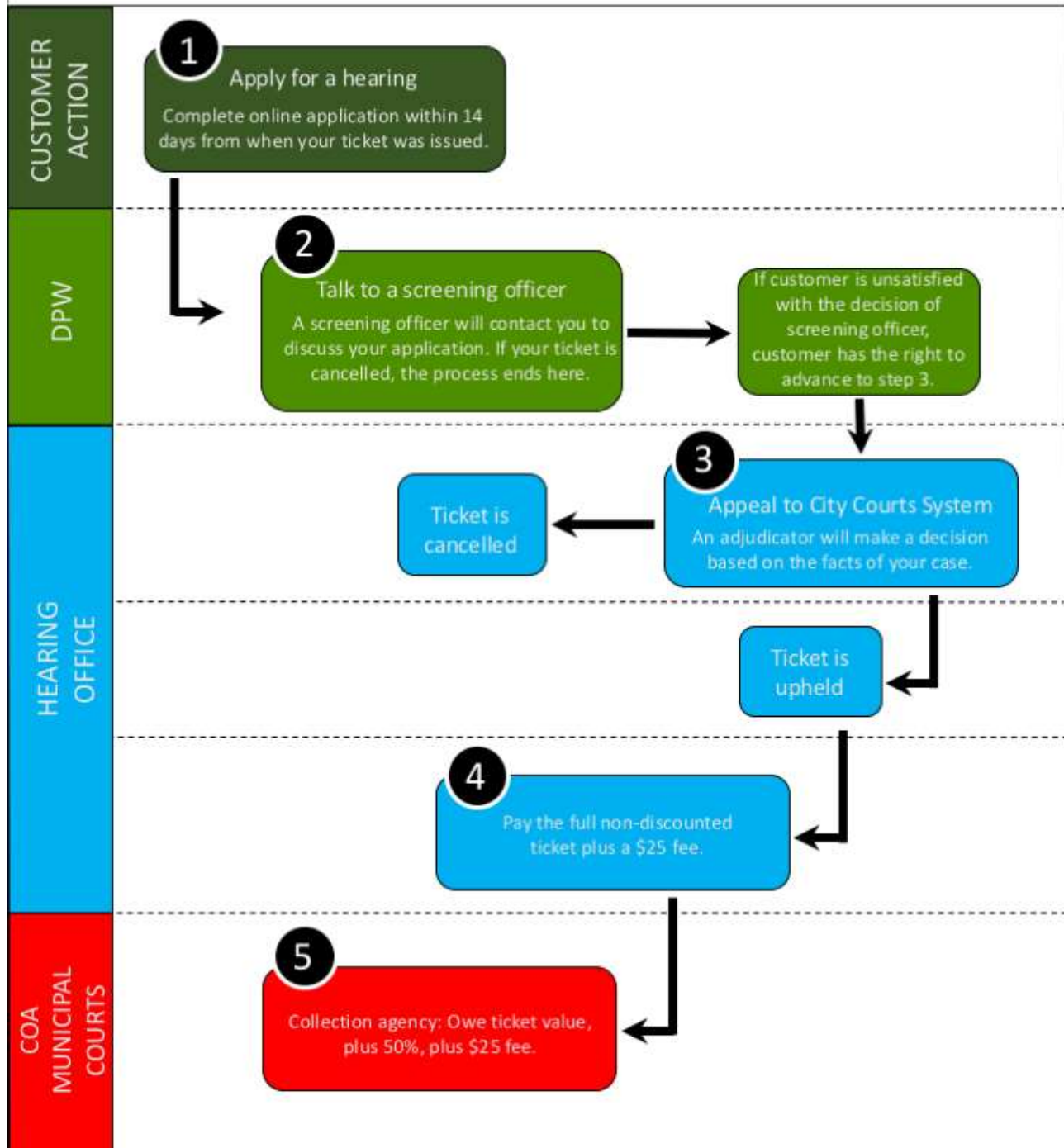


EXHIBIT A.1

REVENUE PROPOSAL

Exhibit A.1 - Revenue Proposal
FC-9034, On-Street Parking Management Program

INSTRUCTIONS:

Each Proponent must submit a Revenue Proposal using the form on the following page. Proponents should address the anticipated sources with which the revenue will be derived. The City reserves the right to participate in any revenue beyond the fixed revenue compensation proposed in the submittal.

The City's expectation is that the Proponent will provide state of the art functionality enabling it to manage a fair and responsible Parking Management Program that provides a guaranteed revenue stream to the City.

The City is seeking a base revenue of \$7,000,000 annually from the Proponent. Proponent will be awarded points on a graduated point scale based on the ability to meet this base revenue amount; additional points will be awarded if the Proponent exceeds this base amount and fewer points will be awarded if the Proponent does not meet this base amount. The number of points earned will be rounded down to the nearest \$500,000 level. E.g. a proposal of \$6.8M will earn a score of 2.

Proponents are capable of providing a hybrid proposal that includes a fixed annual revenue to the City of Atlanta plus a share of the gross revenue. In the event that two Proponents bid the same fixed amount, which is also the highest offered amount, preference will be given to the Proponent that proposes that fixed amount and a higher percentage share of the gross revenue for to the Revenue Proposal category only.

Revenue Proposals will be graded on the following point scale:

Points	Revenue Base (\$ Millions)
10	\$10.5 \geq
9	\$10.0
8	\$9.5
7	\$9.0
6	\$8.5
5	\$8.0
4	\$7.5
3	\$7.0
2	\$6.5
1	\$6.0
0	\$5.5 \leq

Exhibit A.1 - Revenue Proposal
FC-9034, On-Street Parking Management Program

Each Proponent must submit a Revenue Proposal using this form.

Projected Annual Revenue to the City (\$)
\$

Optional Revenue Share Percentage (%)
%

Proponents are capable of providing a hybrid proposal that includes a fixed annual revenue to the City of Atlanta plus a share of the gross revenue.

Dated the _____ day of _____, 20____.

Corporate Proponent:

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

EXHIBIT B

DEFINITIONS

DEFINITIONS

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

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

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

“City Security Policies” (to be inserted in Final Agreement if deemed applicable).

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

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

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

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

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

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

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

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

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

EXHIBIT C

AUTHORIZING LEGISLATION

(To Be Inserted in Final Agreement)

EXHIBIT D

CITY SECURITY POLICIES

(To Be Inserted in Final Agreement if deemed applicable)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

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

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

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

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

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

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

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

June 16, 2016

RE: Project No.: FC- 9034, Request for Proposals for the City of Atlanta's Parking Management Program

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.

TABLE OF CONTENTS

Policy Statement	1
Implementation of EBO Policy	2
Determination of Non-discrimination During Bid Process	2
OCC Review of Bidder Submissions	3
Equal Business Opportunity Program Bid.RFP Submittals	4
Monitoring of EBO Policy.....	4
Implementation of EEO Policy.....	4
Monitoring of EEO Policy.....	4
Joint Venture Participation on City of Atlanta Projects	5
Equal Business Opportunity M/FBE Availability for This Project.....	6
Equal Business Opportunity Program Reminders	7
Covenant of Non-discrimination (EBO-1)	8
EBO Subcontractor Contact Form (EBO-2)	09-10
EBO Subcontractor Utilization Plan (EBO-3).....	11
Letter of Intent	12-13
Termination/Substitution Acknowledgement Form	14
First Source Jobs Program Policy Statement.....	15

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.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC-9034, Request for Proposals for the City of Atlanta's Parking Management Program

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 [City of Atlanta's Parking Management Program](#) 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 trades to be engaged for the above referenced phase is:

561440 and 812930 Collection Agencies and Parking Management

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal. 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% AABE, APABE, HABE & 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: Each Joint Venture (JV) Team must include a signed JV agreement with their proposal submission.

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.
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: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance 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.

Name of Sub-contractor/ Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE -- Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise

Company Name: _____ Project Name: _____ FC#: _____

Printed Signature: _____ Date: _____

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.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	Joint Venture Partner? (yes or no)	NAIC Code	Type of Work to be Performed	Ethnicity of M/FBE Ownership (see code below)	M/FBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

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

Proponent's Company Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Printed Signature: _____ Date: _____

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# _____

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: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
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

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC#_____

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:_____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
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:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

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 contractor;
 - (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;
 - (vii) [OCC] ha[s] determined that the listed DBE[/ACDBE] subcontractor is not a responsible contractor;
 - (vi) The listed DBE[/ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (vii) The listed DBE[/ACDBE] is ineligible to receive DBE[/ACDBE] credit for the type of work required;
 - (viii) 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;
 - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE[/ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE[/ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE[/ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE[/ACDBE] or non-DBE[/ACDBE] contractor after contract award.
- (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: _____



First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. 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# 9034, Request for Proposals for the City of Atlanta's Parking Management Program.

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.

**Michael Sterling, Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3000**

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-9034 On-Screen Parking Management Program

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

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

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant

in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

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

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

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

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self Insured Retentions, Deductibles or Similar Obligations

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

A. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$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

B. Commercial General Liability Insurance

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

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

C. Commercial Automobile Liability Insurance

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

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

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

D. Fidelity Bond or a Crime Policy

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