

Request for Proposals

FC-10361, Atlanta SMART City Strategic Infrastructure Initiative



Atlanta, Georgia

**William Johnson
Commissioner
Department of Public Works**

**Susan M. Garrett
Interim Chief Procurement Officer
Department of Procurement**

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CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT
Susan M. Garrett
Interim Chief Procurement Officer
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February 28, 2018

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (the “DOP”), a proposal for **FC-10361, Atlanta SMART City Strategic Infrastructure Initiative**. The City is soliciting proposals from qualified firms to provide the following service:

The City of Atlanta (the “City”), Department of Procurement (“DOP”) on behalf of the Department of Public Works (“DPW”) is soliciting Request for Proposals from qualified for-profit and nonprofit entities in forming business relationships and /or partnerships with the City to assist in planning, funding, developing, monetizing (assets of the city and vertical infrastructure of the City’s strategic partners) and possibly help operate and maintain next-generation “Smart City” projects that will apply technology to enhance government performance and enable residents, organizations, educational institutions and businesses to engage more effectively and actively with the City. The impacted entities could also include Invest Atlanta, the Atlanta Beltline, Department of Watershed Management, the Department of Public Works, the Hartsfield-Jackson Airport, Atlanta Police Department, Atlanta Fire & Rescue Department, Atlanta Housing Authority and projects supported by the Renew Atlanta infrastructure bond.

A **Pre-Proposal Conference** will be held on **Thursday, March 13, at 10:00 a.m.**, at the DOP’s Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the DPW, the Office of Contract Compliance, the Ethics Office, Risk Management and AWDA available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **March 13, 2018**, are not authoritative. The last date to submit questions in writing is **March 15, 2018**; by noon EST.

Your response to this Request for Proposals must be submitted to designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., Tuesday, March 27, 2018**.

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

Proposals will be publicly opened and read at 2:00 p. m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility for monitoring the DOP website for any addenda to the RFP. In the event of a conflict between a version of the Proposal in the Proponent's possession and the version submitted to the DOP, the version submitted to the DOP shall govern.

Proponents may submit their Contractor Affidavit Forms for review via the City's IIREA Preview Participation Program, to iireapreview@atlantaga.gov not less than ten (10) days prior to the Proposals due date of Tuesday, March 27, 2018. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Proposal.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Ms. Marie Spence, Contracting Officer, at mspence@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$50.00 per package, beginning on Tuesday, February 27, 2017. All purchased solicitation documents include a solicitation package, scope of work booklet and full size drawings.

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

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

Sincerely,



Susan M. Garrett
Interim Chief Procurement Officer

SMG/MS/cs



Part 1
Information and Instructions to Proponents

Part 1; Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of the Department of Public Works (“DPW”), seeks to procure the following services (“Services”): **form business relationships and/or partnerships with the City to assist in planning, funding, developing, and operating the next-generation “SMART City” projects.** A more detailed Scope of Services sought in this procurement is set forth in Exhibit A–Scope of Services; **Contract No. FC-10361, Atlanta SMART City Strategic Infrastructure Initiative** 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:**
 - Have or be able to obtain directly or via a subcontractor a State of Georgia Utility License
 - If the firm is primarily a financial entity they –or their key partners- need to have been the primary partner in at least one major (over 500K population) or two minor (under 500K population) municipal technology projects
 - If the firm is primarily in the technology field (planning, building, operating, maintaining) they must have experience in working with at least four major municipalities in multi-model technology projects
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
6. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Tuesday, March 27, 2018.** Any Proposal received after this time will not be considered and will be rejected and returned.

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

7. **Pre-Proposal Conference:** Each Proponent is highly encouraged attend the Pre-Proposal Conference scheduled for **Tuesday, March 13, 2018, at 10:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.

8. **Site Visit: (Not Applicable)**

The City will host a Site Visit on _____, located at City Hall Annex, 5th Floor, 55 Trinity Avenue, Atlanta, GA, 30303. Each Proponent is responsible for securing travel to the facility. The central location for meeting the designated staff member will be in the lobby of the facility between _____. Please be prompt so not to delay the site visit beyond the allotted time.

9. **Proposal Bond:**

9.1. **Each Proponent is required to furnish a Proposal Bond in the amount of five percent (5%) of the total Cost Proposal amount.** At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

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 fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

10. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Ms. Marie Spence, Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by e-mail mspence@atlantaga.gov, on or before **Thursday, March 15th, 2018 at 12:00 p.m. EST**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

11. **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.
12. **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.
13. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
14. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 3; Proponent Disclosure Form attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 4.1; Certification of Insurance Ability. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if 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.
15. **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.
16. **Examination of Proposal Documents:**
 - 16.1. 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.
 - 16.2. 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.

- 16.3. 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.
- 16.4. 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.
17. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to 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 on the top of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.
- Potential Offerors may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, not less than ten (10) days prior to the Proposals due date. The IIREA Preview Participation Form is set forth in Part 5, included in the Request for Proposal.

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

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 2
Contents of Proposals and Required Submittals

Part 2; Contents of Proposals/Required Submittals

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

1.1. Informational Proposal; and

1.2. Minimum Guarantee. Minimum Guarantee will become part of the Services Agreement, if an Agreement is awarded pursuant to this procurement.

2. Informational Proposals: An Informational Proposal is comprised of 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; and**

3.1.1.5. **Management Plan.**

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

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

3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act Forms;

3.1.2.1.2. Form 2; Contractor Disclosure and Declaration Form;

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

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; and

3.1.2.1.9. Form 8; Proposal Bond.

NOTE: Every space on every form must be completed. If the form requires a notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended

that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

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

- 3.1.2.2.1 Appendix A; City's OCC Programs; Office of Contract Compliance; and
- 3.1.2.2.2 Exhibit A.1: Cost Proposal (**This should be included in a separate sealed envelope and labeled 'Cost Proposal'**).

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 identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;
- 3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and

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

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

3.2.1.2.5. Provide a brief history of the company including the number of years in business providing the services you are outlining in your proposal;

3.2.1.2.6. Provide resumes which include qualifications, certifications, education and responsibilities of anticipated staff outlined in your proposal;

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

3.2.1.3.1. 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.

3.2.1.3.2. 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.

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

3.2.1.3.4. As a quality business relationship is important, please include anything else you feel relevant. Please answer the following questions if they are applicable. If not, please indicate N/A.

1. What is the legal name of your company?
2. Please state the number of years your company has been in business.
3. Are you a subsidiary, affiliate, or franchise? If yes, what is the name of your parent company?
4. What is the headquarters location address, phone number and Web site?
5. What is the company ownership structure?
6. How many employees do you have worldwide? In North America? Locally?

7. Provide a sample certificate of insurance identifying your standard insurance coverage.
8. Provide your tax identification number.
9. Provide your Dun & Bradstreet number.
10. What kind of geographical classification applies to your company?
 - Local: (i.e., operates in only one city or state)
 - Regional: (i.e., operates in only one geographical area)
 - Multi-regional: (i.e., operates in more than one region, but not national)
 - National: (i.e., provide services across the U.S. only)
 - International: (i.e., conducts business in the U.S. and abroad)

3.2.2. Key Personnel/Resumes:

3.2.2.1.1. Identify and provide resumes for ALL of the individuals that the Team will use to fill the following proposed positions and list the number of employees associated with the position title:

- 3.2.2.1.1.1. Project Managers Overseeing Demolition Projects
- Project Managers Overseeing Asbestos Projects

3.2.2.1.2. Resumes should be organized as follows:

- 3.2.2.1.2.1. Name and Title;
- 3.2.2.1.2.2. Professional Background;
- 3.2.2.1.2.3. Current and Past Relevant Employment;
- 3.2.2.1.2.4. Education;
- 3.2.2.1.2.5. Certifications;
- 3.2.2.1.2.6. List of (3) Relevant projects, including:
 - 3.2.2.1.2.6.1. Client Name;
 - 3.2.2.1.2.6.2. project description;
 - 3.2.2.1.2.6.3. role of the individual;
 - 3.2.2.1.2.6.4. project actual or expected completion date; and

3.2.2.1.3. Client List/Reference Contact **(REQUIRED SUBMITTAL. A MINIMUM OF THREE (3) REFERENCES ARE REQUIRED. PLEASE REFER TO REQUIRED SUBMITTAL FORM LISTED WITHIN PART 4 OF THIS SOLICITATION DOCUMENT, TITLED FORM 7).**

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

- 3.2.2.2.Overall Experience, Qualifications and Performance on Previous Projects.**
Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in the Exhibit A: Scope of Services.
- 3.2.3. Management Plan (Tabbed in Volume I).** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:
- 3.2.3.1. Proponent's approach to team leadership;
 - 3.2.3.2. how the Proponent will:
 - 3.2.3.2.1. ensure proper communications among pertinent project team members;
 - 3.2.3.2.2. establish and maintain the necessary cooperative relationships;
 - 3.2.3.2.3. coordinate all necessary project activities within that team relationship;
 - 3.2.3.3. identify the tools that are intended to be used to manage these project elements, and tasks;
 - 3.2.3.4. Proponent's proposed method to:
 - 3.2.3.4.1. Identify and resolve issues during the project duration;
 - 3.2.3.5. Make critical decisions;
 - 3.2.3.6. Describe your company's core capabilities and business approach;
 - 3.2.3.7. What differentiates your organization from your competition;
 - 3.2.3.8. How is your organization structured locally, and how does this structure support your ability to provide the service you are proposing;
 - 3.2.3.9. Describe your start up plan for beginning the service(s) that are outlined within your proposal;
 - 3.2.3.10. Describe your overall business objectives you are proposing in detail;
 - 3.2.3.11. Describe your hiring process in general; including recruiting, screening and training; specify process per type of position;
 - 3.2.3.12. Provide sample brochures and pictures of sourcing initiatives used by your agency to attract new clients;
 - 3.2.3.13. Provide a list of expected cooperation and deliverables that you would need afforded to your firm by the City (if any), in order, for your agency to satisfy all business objectives;
 - 3.2.3.14. Describe your safety policies and procedures; and
 - 3.2.3.15. Describe your process for handling customer complaints, including the manner in which complaints are handled and resolved.
 - 3.2.3.16. Describe your plan for managing salvageable material.
 - 3.2.3.17. Equipment List for owned property.

4. **Total Cost Proposal (Minimum Guarantee Total Cost).** Submit one (1) stamped “Original” and seven (7) copies in a **separate envelope**).
- The COA bills on a Net 30 basis from the time of invoicing. Please ensure your firm can comply with these payment terms.

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-10361, Atlanta SMART City Strategic Infrastructure Initiative** and the name and address of the Proponent. All Proposals must be submitted to:

Susan M. Garrett
Interim Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

- 5.2. A Proponent is required **to submit one (1) stamped original and seven (7) copies of its Informational Proposal.** Each Informational Proposal must be submitted on 8½” x 11” single-sided, double-spaced, typed pages, using 12–point font size and such pages **MUST be inserted in a standard three-hole ring binder.** Each Informational Proposal must contain and index 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

6. Selection for Competitive Sealed Proposals:

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

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

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

- (1) Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals;
- (2) Qualifications and experience of all proposed team members;
- (3) Demonstration that programs, services, and product offered will meet the needs of those in the Community;
- (4) Response to ALL questions asked within Exhibit A, Scope of Services;
- (5) Responsiveness to all items noted as Required Submittals within the solicitation document;
- (6) Reference submission and satisfactory review;
- (7) Demonstration of product; and
- (8) Price.

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

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

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

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

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

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

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

Item #	Required Proposal Submittal Check Sheet ¹	Check (√)
VOLUME I CHECKLIST (Submitted in the ordered tabbed sections)		
1.	Executive Summary	
2.	Organizational Structure	
3.	Resumes of Key Personnel	
4.	Overall Experience, Qualifications and Performance on Previous Similar Projects	
5.	Management Plan	
VOLUME II CHECKLIST All documents should be ordered and tabbed in the Volume II Binder/section as follows:		
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Contractor Disclosure and Declaration Form	
3.	Form 3; Proponent Financial Disclosure	
4.	Form 4.1; Certification of Insurance Ability	
5.	Form 4.2; Certification of Bonding Ability	
6.	Form 5; Acknowledgment of Addenda	
7.	Form 6; Proponent Contact Directory	
8.	Form 7; Reference List	
9.	Form 8; Proposal Bond	
10.	Form 9; Submittal Checklist (Not Required)	
11.	Appendix E; Equipment List for Owned Property (Not Applicable)	
12.	Appendix A; City's OCC Programs; Office of Contract Compliance Submittals; EBO/SBE Forms 1, 2, 3 and 4 (to be completed by Proponent and submitted with Proposal) ²	
COST PROPOSAL		
1.	Exhibit A.1-Cost Proposal (to be completed by Proponent and submitted in a separate sealed envelope)	

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

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

Part 3
Evaluation of Proposals

Part 3; Evaluation of Proposals

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

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

RELATIVE WEIGHT	GRADED ITEMS	SCORE
30	Ability to Provide the Most Favorable Financial Terms	
15	Ability to Meet the Most Technical and Equipment Request	
10	Cost Proposal	
10	Experience in Similar Metropolitan Wide Networks and Related Elements	
10	Level of Administrative Support Provided in Planning and Running the Initiative	
15	OCC Programs	
10	Risk Financial	
(100%)	TOTAL SCORE	

End of Instructions to Proponents Section to Include:

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

Part 4
Required Submittals Forms

PART 4: REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal 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, 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 (Form 1) 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. **This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.**
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 Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal submitted by Acme Construction, 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 proposal package.
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.

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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 through the contract period and the undersigned contractor for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ (Also known as eVerify Company ID)

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

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

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

FC-10361, Atlanta SMART City Strategic Infrastructure Initiative

Name of Project

City of Atlanta

Name of Public Employer

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Rev. 07/19/17

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) (Page 3 of 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 (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

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

Name of Subcontractor: _____

Name of Project: **FC-10361, Atlanta SMART City Strategic Infrastructure Initiative**

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

Rev. 07/19/17

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 1 of 8)

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 Affidavit (Page 2 of 8)

C. Questionnaire

If you answer “YES” to any of the questions below, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities, status and/or outcome of each instance. Further, if the matter involves a criminal charge, litigation of any type, or other court or administrative charge or proceeding, then the name of the court or tribunal and the file or reference number must be provided. Any information must be provided on a separate page, attached to this form and submitted with your Bid.

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? If the answer to this question is “NO”, then please proceed to question number 4.

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**

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 3 of 8)

- | | | |
|--|--------------------------|--------------------------|
| (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 |
| | <input type="checkbox"/> | <input type="checkbox"/> |

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 3 of 8)

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**
-
-
-

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 Proponents 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.”

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 Proponents 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 Affidavit (Page 6 of 8)

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 Affidavit (Page 7 of 8)

- 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 Affidavit (Page 8 of 8)

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Affidavit 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: _____, 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 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 2)
Contractor Disclosure Affidavit (Page 9 of 8)

FOR INTERNAL USE ONLY

Project Name/Number: FC-_____

Proponent: _____

This is to acknowledge that this Contractor Disclosure Affidavit has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

Print Name of Procurement Professional

Print Title of Procurement Professional

SIGNATURE

Print Name of Chief Procurement Officer

Signature of Chief Procurement Officer

Date

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: 2014</u> (Thousands)	<u>Year: 2015</u> (Thousands)	<u>Year: 2016</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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

_____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Proponent 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 **Appendix B for Insurance and Bonding Requirements**;
- (c) Insurer certifies that if, as of the date written above, _____ ("**Proponent**") was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B 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 Proponent 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 Proponent's security submitted with its offer and/or disqualify Proponent 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*]

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)

(N/A)

Certification of Bonding Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form will result in the Proponent 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 **Appendix B for Insurance and Bonding Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (**"Proponent"**) was selected as the successful Proponent for the Project, Surety would provide bonding to Proponent for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and
- (d) **Surety only:** The Surety states that Proponent'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 Proponent or that Proponent 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-Authority evidencing such authority in addition to correctly completing this Form 4.2. If Proponent 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 Proponent's security submitted with its offer and/or disqualify Proponent 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-10361, Atlanta SMART City Infrastructure Initiative**

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

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

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

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

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

Required Submittal (FORM 7)

Reference List

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

Reference provided for: _____

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

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

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”

(FORM 8)

(N/A)

Proposal Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia (**OBLIGEE**), in the penal sum of either: [i] _____ Dollars and Cents (\$_____); or [ii] 5% of PRINCIPAL’S Proposal amount for **PROJECT NUMBER FC-_____**; _____, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, 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 OBLIGEE, for **PROJECT NUMBER FC-_____**; _____ 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 OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, 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 OBLIGEE, 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 OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney’s fees to be fixed by the Court.

PLEASE NOTE: If this Form 8 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 8.

Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”

(FORM 8)

(N/A)

Proposal Bond (Page 2 of 2)

This Proposal Bond is for the Penal Sum of:

[i] _____ Dollars and Cents

(\$_____), being in the amount of 5% of the CONTRACT Sum; or

[ii] 5% of PRINCIPAL’S Proposal amount for **PROJECT NUMBER FC-_____**;
_____. The money payable on this Bond shall be paid to the OBLIGEE, 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]

Signature:_____

Print Name:_____

Title:_____

Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:

[Insert Proponent Name]

Signature:_____

Print Name:_____

Title:_____

Notary Public (Seal)

My Commission Expires:_____

SURETY:

Signature:_____

Attorney-in-Fact:_____

Print Name:_____

Submittal Checklist

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

Submit one (1) Original Proposal, signed and dated, and nine (9) complete copies of the Original Proposal including all required attachments.

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

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

Item Number	Proposal Submittal Check Sheet	Check <input type="checkbox"/>
1	Volume I – Informational Proposal: <input type="checkbox"/> Executive Summary <input type="checkbox"/> Key Personnel and Overall Project Experience <input type="checkbox"/> Management Plan and Organization Structure	
2	Volume II - Office of Contract Compliance (Appendix A Required Submittals Forms 1-5)	
3	Volume II – All Required Procurement Documents (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). <u>Required Submittals include but are not limited to:</u> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgement of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Bond Submittal Checklist <input type="checkbox"/> Authority to Transact Business in the State of Georgia	
3A	Separate Sealed Envelope <input type="checkbox"/> Cost Proposal	
4	Proponent’s Official Company Name: Company Physical Address:	
5	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
6	Primary Point-of-Contact Concerning RFP: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

Part 5
IIREA Preview Program Guidelines

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act, 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 (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid 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. **This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.**
3. Where the business structure of a Proponent is such that Proponent/Bidder 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/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, 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 proposal package.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

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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 through the contract period and the undersigned contractor for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

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

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

FC-10361, Atlanta SMART City Strategic Infrastructure Initiative

Name of Project

City of Atlanta

Name of Public Employer

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

Executed on _____, _____, 201__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3) (Page 3 of 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 (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

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

Name of Subcontractor: _____

Name of Project: **FC-10361, Atlanta SMART City Strategic Infrastructure Initiative**

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

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Exhibit A
Scope of Services

Scope of Work

I. Objective

- A. The City of Atlanta, Georgia (“the City”) is issuing this Request for Proposals (RFP) to obtain proposals from business entities in forming business relationships and /or partnerships with the City to assist in planning, funding, developing, monetizing, and possibly operating and maintaining next-generation “Smart City” infrastructure that will facilitate technology to enhance government performance and enable residents, organizations, educational institutions and businesses to engage more effectively within the City. The relevant entities may include but are not limited to AIM, Invest Atlanta, the Atlanta Beltline, the Department of Watershed Management (“DWM”), the Department of Public Works (“DPW”), the Hartsfield-Jackson Airport, Atlanta Police Department (“APD”), Atlanta Fire and Rescue Department (“AFRD”), the Atlanta Housing Authority and projects supported by the Renew Atlanta Infrastructure Bond.
- B. The City and its partners are also very interested in stimulating economic activity in certain tax allocation districts through the development and deployment of fiber infrastructure, wireless infrastructure, and other means of establishing connectivity networks to commercial districts, industrial corridors, schools/educational institutions, underserved communities, and market rate communities.
- C. The City is interested in various financially sustainable business models that will further the City’s goals, make meaningful advances in Smart City applications in partnership with the private sector, and will take advantage of the City’s existing investment fiber, power, smart poles, and Wi-Fi connectivity. Among the objectives of SMART Cities initiatives would be to improve City services, quality of life for its citizens, provide equity in mobility and connectivity to end users within the ten tax allocation districts, while creating potential revenue generation and sharing smart city business models.
- D. The City is also open to P3 proponents and solutions pursuant to development of mutually agreeable business terms.

Proponents should consider many of the following overarching City goals, issues, and challenges:

- a) *Economic Sustainability*: What are the best funding mechanisms & appropriate business models for the City? What are feasible ways for the City to generate revenue? How can the City better support existing businesses and attract new business?
- b) *Environmental Sustainability*: How can the City realize its vision to become a more sustainable city through IoT solutions?

- c) *Social Equity & Inclusion*: How can the City implement a Smart City infrastructure that serves all citizens equitably? What are the best practices in “inclusive development”?
- d) *Connected Venues*: How can the multiple venues, including the convention center, airport, major stadiums, universities, hotels and large private sector campuses be best connected to support conventions, tourism, large events in a way that both increases the value and experiences of these events, while allowing the City based small and large business to participate in this economic development platform.
- e) *Economic Development*: How the City’s strategic partners achieve economic development objectives in a phased approach that results in intended outcomes and optimizes revenue generation?

II. Background Information

- A. The City recognizes that a variety of private sector entities have engaged in Smart City projects and network development/expansion in other cities and are interested in providing financing, management/planning and operation/maintenance services to Atlanta. The City seeks responses from potential partners that are interested in participating in the development of next- generation Smart City deployment, funding, technical solutions, providing planning, management and maintenance services or a combination there-of. The City may consider a variety of technical approaches and funding models. Therefore, proponents are encouraged to present innovative ways to share operational responsibilities, financial risks and benefits, and should maximize the value propositions to the City in terms of emerging Smart City applications and facilitation. A desired outcome is to enable models that generate sufficient revenue to materially or completely reduce the financial risk and funding by the City for the City’s “Smart” projects, on an overall basis.
- B. Responses should also consider innovative approaches to activate aging commercial and industrial corridors and areas of disinvestment as well as improve digital inclusion by the development and deployment of fiber and wireless infrastructure.
- C. The City is interested in pursuing projects that may include: completion of the City fiber infrastructure network, support in identifying cable fiber and conduit that the city owns or has control over but is not yet mapped; expansion and renewal of small cell antenna especially 5G, launch of a Master Neutral Host carrier, smart street lighting, and any associated deployment of sensors and devices to support public safety, mobility, and operational efficiencies. This is not an exhaustive list and the City encourages proponents to share their expertise, as the City prepares to move into the future in SMART Applications and infrastructure. The City further encourages multiple proponents to work together on responses to this RFP if a collaborative approach would best meet the City’s goals. The business relationships for collaboration need not be joint ventures however if it is not a joint venture there

must be clearly defined areas of responsibilities and liabilities between each party and the City.

- D. For reference, we have included a map of the City’s existing and planned fiber (Figure 1), and a map of City-owned traffic and light poles (Figure 2). In addition, upon request the City will provide a variety of other technical documents: e.g.: Projected City users of Fiber, ROW Guide, COA Facility Directory, DWM facility list/locations, APD Fiber access location needs, etc.

III. Vision: Innovative City Services, Economic Development, and Improved Quality of Life

- A. **Initiative Overview:** The City’s economic development partners have funded fiber network expansion for private redevelopment projects and are interested in using this as a model to revitalize commercial, industrial, and low-income communities.

- B. **Expectations:** Atlanta is experiencing large increases in urban population, visitors, and the number of businesses that are developing in or relocating to the City. These increases create new challenges in handling street traffic, foot traffic, and data traffic; ensuring that safe and sustainable environment for the City’s residents and businesses; and providing the necessary infrastructure to attract and retain companies while improving digital inclusion. The City’s residents, visitors, and businesses are undergoing a massive shift toward greater demand for connectivity, immediacy, sustainability, and safety. Technological advances in fiber, wireless, sensors, big data analytics, and connected devices have created avenues for the City to meet those demands.

- C. **Initiative Details:** The City is pursuing a number of initiatives designed to create a Smart City and improve City services, commercial connective, and reducing the digital divide by developing and enhancing new and existing infrastructure and devices (such as those noted in Ci-Cx below). It is important to note that the scope of this RFP is broad, and we recognize that all firms will not respond to all areas of interest. Proponents are encouraged to respond to all of the noted needs within their scope of capabilities.

- i. **Fiber Deployment** – ATLNET is currently developing a municipal fiber optic communications infrastructure that will support other Smart City initiatives. Over the course of the next three years, the City seeks to expand its fiber network from the approximately 50 route miles that exist today to approximately 250 route-miles. The expanded network will allow the City to respond to a variety of needs in the Community, including improved traffic management, monitoring of infrastructure and enhancement of public safety measures.
 - ii. **Master Neutral Host Carrier-** The City is interested in seeing options for a master neutral host carrier option for small cell network expansion.

- iii. **Smart Poles** – The City is leveraging its street light and traffic signal LED conversion by connecting poles to the fiber network and attaching cameras (goal of 1100 cameras linked) gun-shot locators, and air quality sensors to create smart utility poles and to understand the value of the data generated from the smart poles and related attachments.
- iv. **Wi-Fi Connectivity** – The City is seeking to supplement these advanced City services with Wi-Fi connectivity and to offer free public Wi-Fi.
- v. **Smart Traffic**-The City needs state of the art Smart traffic to manipulate traffic lights, lane closures, and directional signage plus capitalizing on the recently completed direct link to GDOT. Traffic data will also be used to improve public commuting times and business and government traffic flow.
- vi. **Smart Lighting**- The City needs state of the art self-adjusting smart lighting to adjust to varying weather, time-of-day and event needs.
- vii. **Smart Fleet**- The City is interested in networking all of its vehicles to optimize driver and vehicle performance and lower maintenance and out of service costs. Included in this is a Smart parts inventory and re-ordering system.
- viii. **Creation of a Tax Allocation District Fiber Network** – City partners are interested in the development of a fiber network within the tax allocation districts to provide to-premise, fiber-to-end user connectivity, or any other technology to connect commercial districts, commercial and industrial corridors, and low-income residential communities as well as address data needs with minimum gigabit targets.

D. Each of these initiatives are designed to fulfill the Smart City and economic development vision. The City anticipates a number of specific benefits, including:

- i. **Cost Savings** – The fiber build-out and wireless networks will facilitate cost savings for the City and could result in considerable revenue generation.
- ii. **Improved City Services** – The fiber, smart pole, and wireless networks will enable the City to make smarter decisions and improve the quality of its services.
- iii. **Public Safety** – The City seeks a partner to deploy wireless network infrastructure covering 10 key traffic corridors, primarily to support Smart traffic and public safety services.
- iv. **Public Services** – The City seeks to build public Wi-Fi on top of its fiber network in key areas throughout the City and in the vicinity of the Hartsfield-Jackson Airport.
- v. **Economic Development Activity** – City partners seek to develop the tax allocation district network to drive economic growth through the delivery of high speed broadband infrastructure to attract and retain businesses in the City’s fastest growing industries.

IV. Scope of Work- General

A. Overview

The City is seeking partner(s) with a diverse range of skills and high level(s) of expertise in the financing, development, management and maintenance of a Smart City implementation plus the development of fiber networks to areas of disinvestment. The partner(s) will work with the City and its partners to develop an overall work plan that will serve as a solution for how the City will continue to position itself as a prime location for residency, business attraction, business retention, and business development through the development of comprehensive IoT technology and systems that will produce significant public value, as well as, private investment.

The City will entertain proposals from:

- Organizations that are primarily financial based and wish to become a strategic public-private business partner with City, and who bring the best of breed subcontractors for technical planning, equipment provision, construction, management, systems operations, data capture/analysis and system/equipment upgrading and maintenance
- Organizations that have the capability of being both financial and technical partners in meeting the City's value propositions for infrastructure development, technology deployment, financing, operations, and maintenance.

The successful proponent(s) must be able to demonstrate their ability to serve as a financial partner, possess proven technical expertise, provide an implementation strategy, clearly define primary project team and qualifications, identify maintenance strategies, and delineate value propositions for the Smart City and economic development initiatives.

The City seeks input from potential partners regarding the terms and conditions under which they would partner with the City. The City encourages proponents to share their interests, both broadly and in terms of specific routes, which may be used to shape the direction and form of the network portion of the assignment.

In short, the City is seeking to work with a potential partner(s) that are focused on achieving the City's overall Smart City and economic development outcomes, via next generation business models.

B. Top-line Proposal Framework: This Request for Proposal ("RFP") seeks Proposals from a broad cross section of organizations to:

- i. Provide financial solutions as it relates to the source of funds (public and private) to insure its SmartATL projects are implemented and sustainable well into the future.
- ii. Act as strategic implementation partners with the City and stakeholders in managing, supporting, and executing the SmartATL and economic development projects with a focus on insuring the latest technology is being considered and evaluated, technology assets are deployed in the most synergistic and flexible manner and the operational underpinnings of the SmartATL and economic development projects insure maximum efficiency (cost savings and operational excellence) for each element.

C. Working Relationship Framework: The City is issuing this Request for Proposal (RFP) to invite partner entities to have a working relationship with the City in as many of the following areas as is feasible:

- i. Working with the City and its partners to ensure adequate financing and/or variable risk outcome based funding is available for the City and partners to achieve its Smart City and economic development objectives via the development of public private partnership(s) with the proponent, providing favorable term loans and/or variable risk equity investment, for all or part of the investment needed to achieve specific project goals acting as a direct investor or through other third parties who would finance specific projects.
- ii. Participating in joint builds or swaps.
- iii. Facilitating make ready work in provision of fiber, power, or state of the art small cell networks
- iv. Working with the City to determine if the launch of a Master Neutral Host carrier to support small cell expansion is the most efficacious way to approach this communication segment
- v. Providing access to fiber or conduit for the City, or providing excess dark fiber strategies that assist the City in accelerating its plan to develop its network build-out.
- vi. Working with the City and its various civic stakeholders to identify specific and tangible Smart City projects the City should undertake with cost projections (P&L development) to measure feasibility and shape appropriate project development needs.
- vii. Advising on appropriate technology and data-sharing platforms for IoT capabilities that are compliant with open systems standards and optimal for implementation in the City.

- viii. Working with strategic partners to identify the tax allocation district(s) for development and implementation of a fiber network based on cost projects (P&L development) to measure feasibility and shape appropriate project development needs.
- ix. Provide value to the City in exchange for a right to use and or physically occupy City owned or partner owned assets and other infrastructure within the public right of way.
- x. Positioning itself as the Master Carrier's carrier and or identifying other third-party partners or vendors that can provide a service for needed small cell infrastructure and coincident with this, advise the COA on any modifications it should undertake with its current Small Cell Policy and pricing as may be appropriate.
- xi. Providing a solution or identify a provider of a solution that will incorporate Distributed Antenna System or systems (DAS).
- xii. Providing project planning support and installation and maintenance support for wireless, DAS, fiber, cable or any other technologies implemented within the City Smart City Plan and economic development initiatives.
- xiii. Providing a network of interactive digital information kiosks in the public right of way.
- xiv. Working with the City to discover new opportunities and value in underutilized and existing City assets to support Smart City deployment of fiber underground via trenching or other alternatives such as piggybacking current infrastructure and potentially assisting the City in additional work on fiber, cable and conduit buildouts and assessments.
- xv. Work with the City to evaluate and prioritize individual projects based on established metrics, e.g. potential for revenue generation for reinvestment and sustainability, cost savings or cost avoidance as well as other ways they could be of value to the City.
- xvi. If requested, identify and assist the City and its partners in applying for grants or other sources of funding for Smart City and economic development initiatives.
- xvii. Assist the City in executing any Smart City project it chooses to implement as applicable.

D. Tangible Work Products: The Department requires completion and delivery of the tangible work products listed below

- i. A financial roadmap that identifies how proposed technology and infrastructure improvements can be financed/paid for with specifics as to the proponent's role as:
 - a) arranger and/or direct investor/financial resource
 - b) partner with another financial resource provider
- ii. To provide a submission for the conceptual design, installation, operation, and maintenance of proposed solutions as well as details on how solutions advance SMART initiatives and the goal of establishing Atlanta as a leader in SMART Technology and infrastructure among all cities.
- iii. A plan for development of fiber infrastructure, wireless infrastructure, cable infrastructure, or other connectivity infrastructure to advance Atlanta's SMART Technology objectives. These infrastructure solutions may offer deployment underground via trenching or other alternatives such as piggybacking current infrastructure.
- iv. Advise on appropriate technology and data-sharing platforms for IoT capability that are compliant with open systems standards and optimal for implementation in the City.
- v. Metrics, key performance indicators and milestones for overall strategy as well as for individual project work plans for implementation. Proponent should be able to identify opportunities for quick wins and solutions that produce rapid returns on investment for the earlier stages of implementation. Individual project work plans should be framed by parameters and specifications that will ensure the compatibility of one project to another to accommodate an agile development process for IoT capability.
- vi. A security framework to ensure safe development of IoT solutions and provides continued assessment of risk moving forward and create transparent policies around privacy and protection of sensitive information and protected data.

E. Minimum Capabilities/Experience: Depending on their core business focus proponents should have the minimum level of experience/capability or be prepared to explain in detail why not having the noted minimum experience is not critical to their offer

- i. Have or be able to obtain directly or via a subcontractor a State of Georgia Utility License
- ii. If the firm is primarily a financial entity they –or their key partners- need to have been the primary partner in at least one major (over 500K population) or two minor (under 500K population) municipal technology projects
- iii. If the firm is primarily in the technology field (planning, building, operating, maintaining) they must have experience in working with at least four major

municipalities in technology projects of similar or greater scope within the last 5 years.

- F. Milestones:** Selected partner(s) should propose and explain their structure and proposed execution of the work.
- G. Hours and Location of Work:** The successful proponent(s) is expected to successfully complete the work in a timely fashion. The successful proponent will be expected to attend meetings with various City entities and stakeholder groups on an as-needed basis and regularly be available to meet/connect with the designated City Project Manager(s) via phone, e-mail, or in person.
- H. Monitoring:** Security: By submission of a proposal in response to this RFP, the proponent agrees that it will comply with all contract monitoring and evaluation activities undertaken by the City, and with all security policies and requirements of the City.
- I. Reporting Requirements:** The successful proponent shall report to the City on a regular basis regarding the status of the project and its progress in providing the contracted services and/or products. At a minimum, the successful proponent shall submit a monthly financial statement that exhibits the goals/tasks accomplished, and the associated costs and revenue (if available-projectable).
- J. Financial Proposal:** The proponent's Financial Proposal must include:
- i. The estimated investment or funding that the proponent or the proponent and its partner(s) will provide in the city either by project or in the aggregate.
 - ii. The terms and conditions related to the provision of the investment or funding such as desired concessions for use, access or master lease of the City's assets, revenue shares, etc.
 - iii. Any other financial terms and conditions that are related to the proponent providing services and/or equipment to the City such as any fees or estimated out of pocket costs –along with disbursement schedules (if possible)- the proponent proposes the City pay to the proponent.
 - iv. The term length desired for the relationship either by Smart City sub-project project or in the aggregate.
 - v. Three years of Financial records for each company that proponent is putting forward as part of their proposal.
- K. Organization and Personnel Requirements:** The proposal must identify all personnel who will perform work on the project, by education level, skill set (described in detail), experience level, and job title. Resumes of all personnel so identified should be included in proponent's proposal.
- L. Reporting:** Given the importance for transparency and proper governance, the successful proponent shall report to the City of Atlanta on a regular basis and in the format agreed to in the final executed documents, regarding the status of the project

and its progress in providing the contracted services and/or products. At a minimum, the successful proponent shall submit a monthly financial statement that exhibits the goals/tasks accomplished, and the associated costs and revenue (if available-projectable).

Figure 1: Existing and Proposed Fiber Routes

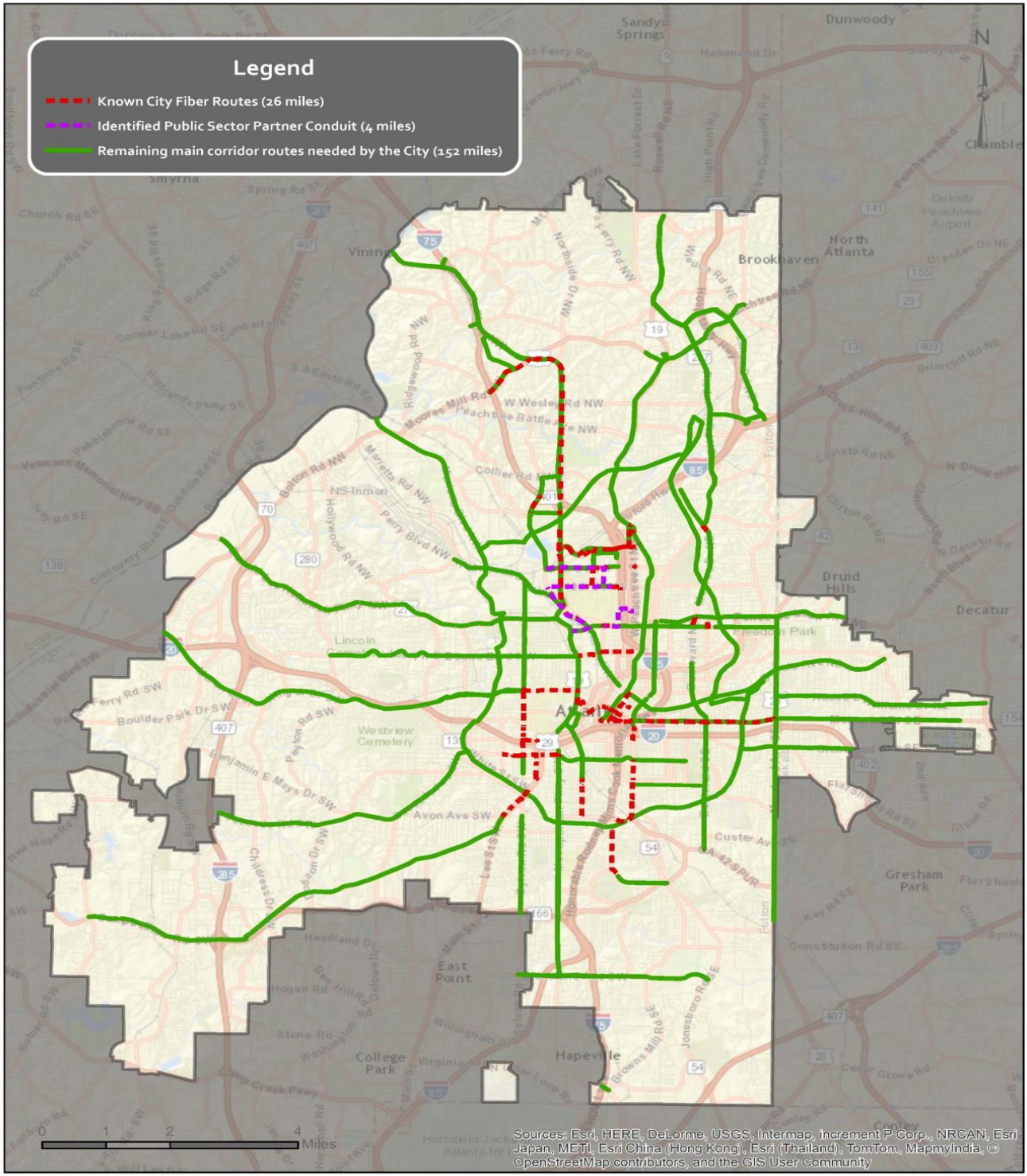


Figure 2: City of Atlanta Light and Traffic Pole Locations

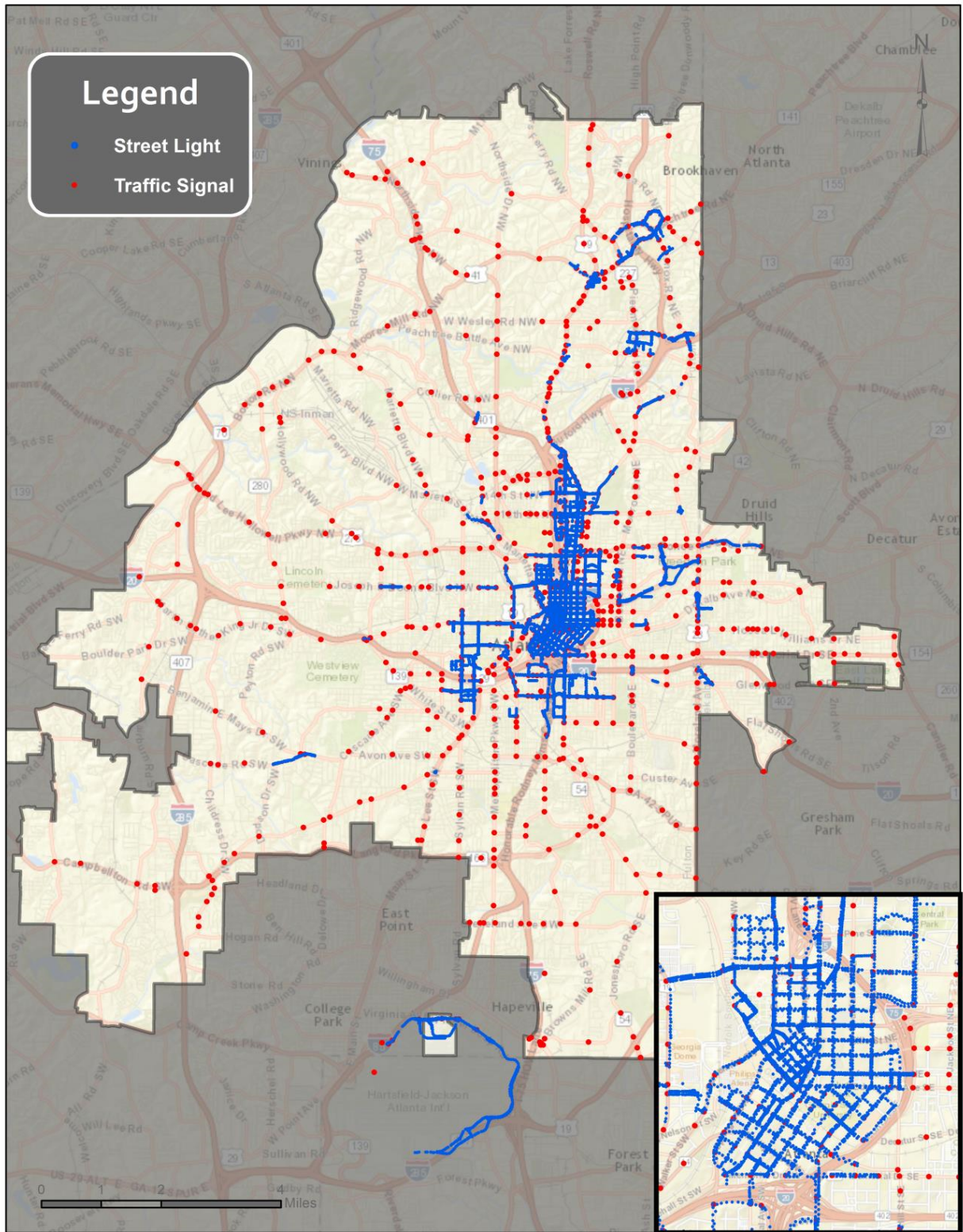


Exhibit B
Definitions

DEFINITIONS

When used in the this solicitation, 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” means the policies set forth in **Exhibit D**.

“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

**CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL**



CITY OF ATLANTA



OFFICE OF FACILITIES MANAGEMENT

**ENVIRONMENTAL, HEALTH, SAFETY
AND SECURITY**

CONTRACTORS' MANUAL

*Safety comes before all else –
"ZERO ACCIDENTS"*

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Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- * Ensure the health and safety of the employees and public;
- * Avoid risking the safety and health of any other person;
- * Assist new site personnel in recognizing job hazards and following necessary procedures;
- * Ensure their work site is safe for themselves and others;

- * Practice good site housekeeping to minimize risk of avoidable accidents;
- * Identify OEAM before starting any work;
- * Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- * Immediately take effective action to eliminate any safety hazard.

3.4 **WAIVERS**

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 **GENERAL**

4.1 **HAND PROTECTION**

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 **HAIR PROTECTION**

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 **SAFETY SHOES**

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 **HEARING PROTECTION**

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 **EYE PROTECTION**

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 ACCIDENT & INJURY REPORTING

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 FIRE & SAFETY PROCEDURES

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 SMOKING POLICY

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 CERTIFICATED PERSONNEL

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 LICENSES

Copies of ***current and valid licenses and permits*** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor's responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor's leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor's responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- * All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- * Contractor employees must have a valid driver's license; and
- * Cell phones other than "hands free" types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor's responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor's responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor's responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- *Harassment of any kind;
- *Theft, damage, or misuse of COA property;
- *Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- *Criminal activities;
- *Being under the influence of alcohol or drugs while on City property;

- *Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- *Unauthorized access into restricted areas;
- *Violation of any City policies or codes;
- *Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 SPILL RESPONSE

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- Contain the Spill

- *Prevent further spillage
- *Contain what is spill
- *Follow MSDS (Material Safety Data Sheet) information
- *Block stormwater drain inlet

Step 2- Report the Spill

- *If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up

- *Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- *Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- *Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 PEST CONTROL

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 HAZARDOUS WASTE MANAGEMENT

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- *Description of the spill and estimated quantity spilled;
- *Date and time of the spill;
- *Copy of MSDS for material spilled; and
- *Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging, marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- *The Contractors' shall have an Asbestos and Demolition License available;
- *The Contractors' shall not break or crush asbestos sheeting;
- *The Contractors' must use water spray to minimize asbestos dust;
- *The Contractors' employees must wear a respirator as necessary;
- *The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- *The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- *The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 REMOVING OR DISTURBING ASBESTOS

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 SIGNS AND LABELS

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 TRAINING AND CERTIFICATIONS

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 LEAD

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 MOLD REMEDIATION

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible; Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contractor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act regulates enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

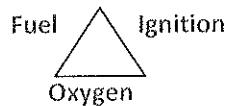
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of ever day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify s specific risk, hazards or other safety-related issues. Signs are used to warn employees and member of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- *Electrical
- *Hydraulic
- *Pneumatic
- *Chemical
- *Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate all equipment, switches and controls required to ensure your work-site is safe.]

- Place **your tag(s)** on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.**
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 FALL PROTECTION

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 FORKLIFT OPERATION

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 SAFE MOBILE CRANE OPERATION

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 **OVERHEAD WORK**

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 **LASERS AND RADIATION SAFETY**

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 **POWDER ACTUATED TOOLS**

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl_3	75-69-4
CFC-12	Dichlorodifluoromethane	CCl_2F_2	75-71-8
CFC-13	Chlorodifluoromethane	CF_2Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C_2FCl_5	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	$\text{C}_2\text{F}_2\text{Cl}_4$	76-12-0
CFC-113	Trichlorotrifluoroethane	$\text{CCl}_2\text{F}-\text{CClF}_2$	76-13-1
CFC-114	Dichlorotetrafluoroethane	$\text{CF}_2\text{Cl}-\text{CClF}_2$	76-14-2
CFC-115	Monochloropentafluoroethane	$\text{CClF}_2-\text{CF}_3$	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ Cl ₇ F	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6

Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	25497-30-7

These chemicals are currently permitted for use in fire extinguishers but will be phased out.

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichloroethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:



City of Atlanta

Office of Enterprise Assets Management

CONTRACTOR CHECK LIST


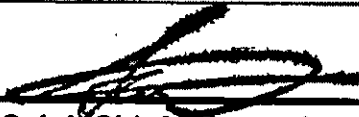
The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor's Name:	
Contractor's Representative:	
24-hour phone number:	
Action Required	<input checked="" type="checkbox"/>
Safety Orientation with EHSS Required? If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos review required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lead materials review required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will the work require entry into a permit-required confined space? <ul style="list-style-type: none"> • If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter. • If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)? • If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS. 	

<p>Hazard Communication: Provide the following to the contractor:</p> <ul style="list-style-type: none"> • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. <p>Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval.</p> <p>The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will work be conducted on the roof of a building where fume hood exhausts are located?</p> <ul style="list-style-type: none"> • If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will work by the contractor involve electrical or mechanical systems?</p> <ul style="list-style-type: none"> • If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will Hot Work Permits be required during the Contractor's work? If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Exhibit E
City's IT Securities Policy

- **Access Control**
- **Cloud Vendor Access**
- **Universal Password**

	CITY OF ATLANTA	Control ID	ISMS-A.9.1.1
		Effective Date	06/27/2016
		Version Number	3.0
		Revision Date	05187/2017
Access Control Policy		Approved By	Samir Saini, Chief Information Officer
		POC for Changes	AIM Office of Information Security
X			
Samir Saini, Chief Information Officer, City of Atlanta		5/25/17 Date Signed	

1.0 Purpose:

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

2.0 Policy Objective:

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

3.0 Scope:

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

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4.0 Relation to Laws and Other Policies:

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

5.0 Confidentiality:

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

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

6.0 Identification Badge Requirements:

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

- 6.1 All identification badges must be immediately returned to the City upon completion of the authorized access privilege utilization period or upon termination of relationship with the City.
- 6.2 Employees and Vendors are prohibited from "tailgating" through any door that requires badge access. Employees and Vendors for their own safety need to ensure that they utilize their own badge for entry into secure areas. In the event of an emergency, this will aid in determining the whereabouts of all authorized users. Employee or Vendor signature at the end of this document is an acknowledgement that they will abide by these badge usage requirements.
- 6.3 If an Employee or Vendor forgets his/her badge, they must sign in and out with the receptionist to ensure that they are accounted for.

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7.0 Usage Rules:

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

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

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

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

- 8.1 Must have anti-virus and anti-malware protection software installed and running on the portable computing device at all times;
- 8.2 Must have the latest anti-virus and anti-malware signatures running on the portable computing device at all times;
- 8.3 Must have the latest service pack and security patches applied on the portable computing device;
- 8.4 Local Administrator password must meet the requirements of the City's Universal Password Policy; and
- 8.5 Must encrypt any City sensitive information contained on the portable computing device with City approved standard encryption software (i.e., minimum of 256-bit AES encryption).

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

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9.0 Remote Access such as Virtual Private Network (VPN):

Vendors are prohibited from accessing City Information and Information Processing Facilities remotely without express written authorization from the AIM OIS. Vendor remote access level must be clearly stated, identifiable, logged, auditable, and limited only to the authorized systems in which the Vendor must have access in order to perform its assignments. Vendor remote access time (logon hours) must be clearly stated, logged, and auditable.

- 9.1 Vendor network and remote access accounts must be disabled immediately upon completion of the authorized access privilege utilization period or upon termination of relationship with the City. Logs that show Vendor activities should be kept and should include, but are not limited to, connection times, disconnection times, systems accessed, files accessed, tasks performed, or any other activities performed while on the network.
- 9.2 Vendors are prohibited from remotely installing, configuring, or modifying systems or applications on the City network without express written authorization from the AIM OIS. Further, Vendors must enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.
- 9.3 At a minimum annually, all VPN accounts are to be verified by AIM OIS to ensure that only Authorized Users have access to City Information and Information Processing Facilities via VPN access and maintain a permanent record of this validation process.

10.0 Reporting, Violations and Enforcement:

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

Further, Vendors must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

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11.0 Unauthorized Users:

Any use of Information and Information Processing Facilities by any person who is not an Authorized User is strictly prohibited. Any such unauthorized use will be referred to appropriate governmental authorities for action and will be subject to prosecution.

12.0 Granting Access:

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

- 12.1 A new unique user account that conforms to AIM's naming standards (with initials and last name) shall be created for new employees and appropriate access granted to the required applications necessary for the employee to perform their respective jobs.
- 12.2 Network user accounts should be created in the employee's department Organizational Unit (OU) in Microsoft Windows Active Directory with corresponding home directory.
- 12.3 The account should be granted the least access privileges required by the user to perform his or her job functions.
- 12.4 An expiration date must be set on all temporary employee or vendor user accounts based on the last day of employment or contract with the City.
- 12.5 A prefix or suffix shall be added to all temporary and contractor user accounts to distinguish them from regular City employee user accounts. For example, FIN-JDoe may designate a temporary employee or vendor working in the Finance department.
- 12.6 A special designation such as "Temp" or "Vendor" should be used when creating accounts for temporary employees or contractors respectively in the account description.
- 12.7 Account passwords must be set to automatically expire every ninety (90) days or sooner on all user and system service accounts. If an application does not have this security feature, provision must be developed to manually require users to change their passwords every ninety (90) days.

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In addition, authorized users are required to follow all of the requirements listed in the City's Universal Password Policy.

- 12.8 Email accounts must correspond to the employee's network user account. Each employee is limited to only one email account.
- 12.9 Since some applications utilize built-in security authentication instead of using Active Directory, it is recommended that the user accounts be as descriptive as possible and identical to the employee's network user account where possible.
- 12.10 Single Sign On (SSO) – An attacker that compromises an account that utilizes SSO access will be granted access to everything the user account has access to; Therefore, for use of SSO at the City of Atlanta, Two Factor Authentication (2FA) or Multi-Factor Authentication (MFA) is required and must be utilized.
- 12.11 When using Protocol Authentication such as Security Association Markup Language (SAML), Lightweight Directory Access Protocol (LDAP) or Kerberos, the secure features of that protocol must be utilized.
- 12.12 All Web Sites shall have a SSL certificate (https).
- 12.13 Information Processing facilities that have been supplied by the City of Atlanta shall not be utilized for personal gain or private advantage and is for official city of Atlanta business use only.

13.0 Revoking Access:

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

- 13.1 Upon receiving an employee separation or suspension notification from Human Resources or an employee's supervisor, AIM OIS will immediately revoke the employee's network user account, email access, and access to all applications.
- 13.2 The terminated employee's supervisor is responsible for notifying AIM OIS or the AIM Service Desk about any employee termination (including Vendors).

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- 13.3 The employees' network user account must be moved to disabled account folder in Microsoft Windows Active Directory.
- 13.4 A note should be added in the account description to indicate the date when the account was disabled and for what reason it was disabled.
- 13.5 A disabled account shall not be re-enabled. If anyone has been terminated, that account shall be deactivated and deleted: A new account shall be created if that employee is rehired.
- 13.6 The employee's mailbox should be disabled and detached in Exchange server by the systems administrator immediately following notification of an employee separation or suspension. A note should be added in the disabled email account description to indicate the date when the account was disabled.
- 13.7 Unless there is a legal hold, the mailbox should be purged from Microsoft Exchange server after thirty (30) days following a full backup.
- 13.8 The employee's home directory should be moved into his/her manager's home directory with full access privileges.

14.0 Employee Transfer:

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

- 14.1 Upon receiving employee transfer notification from Human Resources or an employee's supervisor, the employee's network account, email access, and access to all applications shall be modified immediately to reflect the employee's new job responsibilities.
- 14.2 The employee's network and email account names shall remain unchanged, unless otherwise requested by the employee's former department for security reasons. In the event that an employee's existing account requires to be changed or new account created, the request shall come from the employee's former department and authorized by the Department of Human Resources.
- 14.3 The employee's network account shall be moved to the employee's new department in Microsoft Windows Active Directory, and added to

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

- 14.5 Network access shall be modified and restricted to resources the employee requires to perform his or her new job functions.
- 14.5 Depending on the sensitive level of the employee's previous job responsibilities and/ or at the discretion of the employee's former department, access to the employee's old files, emails, applications, or other network resources may be restricted. The employee's home directory should be moved into his/her manager's home directory with full access privileges.
- 14.6 An employee who has transferred to a new department should notify AIM OIS if the aforementioned tasks have not been accomplished within 10 business days of their transfer. By signing the last page of this document, the employee acknowledges that it is their responsibility to follow the guidelines in section 14.0 through 14.6.

15.0 Employee Termination:

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

- 15.1 Upon receiving employee termination notification from Human Resources or an employee's supervisor, all access to city information processing facilities and systems will be revoked for that employee.
- 15.2 All City of Atlanta owned equipment must be returned by the employee that is terminated.
- 15.3 Only employees that are terminating employment from the City of Atlanta in good standings and in good faith as determined by their supervisor will have the option to purchase city owned electronic equipment at a rate that is determined by the Department of Finance (DOF).
- 15.4 If the manager of a terminated employee determines that there is a need to retain and utilize the terminated employee's electronic mail for business purposes they may do so after submitting a written justification and receiving permission from the Office of Information Security.

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16.0 Definitions:

The following terms are applicable to this policy:

Authorized User:

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

Electronic Communications:

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

Information:

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

Information Security:

Information security includes three main dimensions: confidentiality, integrity and availability. Information security involves the application and management of security measures that involve consideration of a wide range

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of threats, with the aim of ensuring sustained business success and continuity, and minimizing impacts of information security incidents. By signing this Access Control Policy, the Employee or Vendor accepts responsibility for ensuring the confidentiality, integrity and availability of the City's information and data that it is entrusted to manage, using the best practices of Information Security.

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

Information Processing Facilities:

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

Information Security Management System (ISMS):

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

Portable Computing Devices:

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

Vendor:

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

17.0 References:

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

ISO/IEC 27001:2013 - The British Standard International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC), Information Technology – Security Techniques – Information Security Management Systems – Requirements. Section A.9.1.1 Access Control Policy.

ISO/IEC 27002:2013 - The International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC) Information Technology – Security Techniques – Code of Practice for Information Security Controls. Section A.9.1.1 Access Control Policy.

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AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE

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

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

Name of Authorized User (Print)


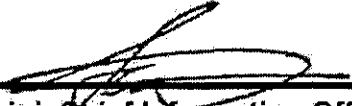
Title

Company

Signature of Authorized User

Date

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	CITY OF ATLANTA	Control ID	ISMS-A.15.1.1
		Effective Date	06/27/2016
		Version Number	1.0
		Revision Date	06/25/2015
Cloud Vendor Access Policy	Approved By	Samir Saini, Chief Information Officer	
	POC for Changes	AIM Office of Information Security	
X  <hr/> Samir Saini, Chief Information Officer, City of Atlanta Date Signed			

1.0 Overview:

This Cloud Vendor Access Policy ("Policy") sets forth the policies and guidelines to be followed at all times to minimize the security risks associated with access to the City of Atlanta's Information and Information Processing Facilities by an external individual or entity.

The City of Atlanta ("City") employs the use of Information and Information Processing Facilities to facilitate and support its daily business operations. The City recognizes that Vendors often play an important role in supporting City business operations and require various levels of access privileges to the City's Information and Information Processing Facilities to fulfill their job responsibilities. In order to protect these resources, adequate limits and controls have been established and shall be maintained to regulate the confidentiality, integrity and availability of data that can be accessed, viewed, copied, modified, or controlled by Vendors.

2.0 Purpose:

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

3.0 Scope:

This Policy applies to all Cloud Vendors who require access at any time to Information and Information Processing Facilities owned or managed by the City.

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4.0 Relation to Laws and other Policies:

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

5.0 Confidentiality:

All Vendors granted authorization to utilize City Information and Information Processing Facilities shall maintain the confidentiality, integrity and availability of all City information accessed, viewed, transferred or copied during the course of their privileges unless otherwise provided by law. If there is any question regarding the appropriateness of disclosing or retaining information, Vendors shall contact the Atlanta Information Management Office of Information Security (AIM OIS).

6.0 Identification Badge Requirements:

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

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

7.0 Usage Rules:

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

7.1 Prior to obtaining authorization to access any Information and Information Processing Facilities, all Vendors shall submit a written request to the AIM OIS for access authorization including the following:

- 7.1.1 Name;
- 7.1.2 Company;
- 7.1.3 Address;

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- 7.1.4 Telephone Number;
 - 7.1.5 Email address;
 - 7.1.6 Nature and Scope of Access Request;
 - 7.1.7 Access Utilization Period (i.e. specific dates – from and to);
 - 7.1.8 Description and type of non-City equipment to be connected to any Information and Information Processing Facilities;
 - 7.1.9 Description and type of non-City installed software to be utilized with any Information and Information Processing Facilities;
 - 7.1.10 List of individuals, if more than one, requiring access;
 - 7.1.11 Confirmation that a Criminal Background Check has been conducted on all individuals requesting access to any sensitive information or equipment;
 - 7.1.12 Completed Authorized User Acknowledgement and Signature Sheet for Cloud Vendor Access Policy.
- 7.2 A blanket authorization can be provided as an exception for Vendors that have provided business justification (e.g., Cloud Services where multiple parties in the Vendor's employ or Vendor's subcontractors may need the access). This blanket authorization (if granted) requires a comprehensive physical and logical audit trail of the aforementioned access that may be audited by the City upon request. Vendors are eligible to use the Information and Information Processing Facilities with written authorization and approval of AIM OIS. Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.
- 7.3 Any Authorized User is subject to the same information security policies as City employees and may be deemed to be in default or subject to termination of any contract or other document which is the basis for upon which the Authorized User was granted access to City Information and Information Processing Facilities.
- 7.4 Upon approval authorizing a Vendor to access the requested City Information and Information Processing Facilities, the AIM OIS will provide every Vendor with a designated City point of contact to ensure compliance with this Policy.
- 7.5 Vendor access as an Authorized User must be uniquely identifiable and subject to monitoring. At a minimum, all Vendor access must be entered into a log and readily available to the AIM OIS or designated City personnel upon request. Logs must include, but are not limited to, Vendor access times and dates, personnel changes, and password changes.
- 7.6 Vendors are prohibited from copying City Information onto their servers, desktops, laptops, or devices without prior, written approval from the AIM OIS

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or designated City personnel. If written authorization to copy City Information is granted (including a blanket authorization), the Vendor will have the best practices minimum level of security installed on their servers, personal computers, laptops or devices (e.g., the latest anti-virus protection, malware protection, etc.). For transmission of City data, a minimum of 256 bit AES encryption is required.

- 7.7 In the event of termination of Contract, all of the City's data shall be returned to the City in a usable format and all City information remaining on the Vendor's equipment must be purged. A statement acknowledging that the City's information has been purged from the Vendor's Information Processing Facilities shall be submitted to the City upon termination of contract.
- 7.8 Vendor must follow all applicable City change control processes, procedures and policies. In cases where the Vendor is providing Cloud Services to the City, a copy of the Vendor's change control procedures shall be provided to the City. The Vendor shall coordinate all changes with the City and have them logged for auditing and reporting purposes. In addition, the Vendor will not introduce changes in advance or in the absence of authorization from the City to the provided cloud services.
- 7.9 Vendors shall comply with all federal, state, and local auditing requirements. Vendors shall not access any City Information and Information Processing Facilities outside the nature and scope of its original approved access request without approval from the AIM OIS.
- 7.10 Designated City personnel will identify, approve, accompany, and supervise any Vendor who requires access to any City data centers, wiring closets, or protected areas.

8.0 Connection of non-City Equipment:

Vendors are prohibited from connecting any non-City equipment, including but not limited to, desktops, laptops, notebooks, tablets, hand-held computers, servers or any related devices to the City network without express written authorization from the AIM OIS.

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

- 8.1.1 Must have anti-virus and malware protection software installed and running on the equipment at all times;

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- 8.1.2 Must have the latest anti-virus signatures running on the equipment at all times;
 - 8.1.3 Must have the latest service pack and security patches applied on the computer;
 - 8.1.4 Local Administrator password must meet the requirements of the City; and
 - 8.1.5 Must encrypt any City sensitive information contained on the computer with City approved standard encryption software (i.e., minimum of 256 bit AES encryption).
- 8.2 Vendors are prohibited from connecting and using personal portable computing devices including but not limited to, storage devices (i.e., jump drives, portable drives, etc.), wireless and wired routers, switches, hubs, access points, network appliances, or any device capable of receiving, storing, managing, transmitting electronic data, receiving e-mail, or browsing Web sites on the City network without express written authorization from the AIM OIS.
- 8.3 A blanket authorization can be provided as an exception for Vendors that can demonstrate a need to have it (e.g. Cloud based technology support where multiple parties in the Vendor's employ or Vendor's subcontractors may need the access). This blanket authorization (if granted) requires a comprehensive physical and logical access trail of the aforementioned access that may be audited by the City upon request. Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

9.0 Server Deployment:

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

- 9.1 Must have anti-virus and anti-malware software installed and running on the server at all times.
- 9.2 Must have the latest anti-virus and anti-malware signatures running on the server at all times.
- 9.3 Must have the latest service pack and security patches applied on the server;
- 9.4 Must be added to the domain;
- 9.5 Must have the Domain Admin group added to local Administrator group;

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- 9.6 Local Administrator password must meet the requirements of the City's ISMS-A.9.3.1 Universal Password Policy; and
- 9.7 Application Service accounts must meet the requirements of the City's ISMS-A.9.3.1 Universal Password Policy.

10.0 Remote access/VPN:

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

- 10.1 A blanket authorization can be provided as an exception for Vendors that can provide business justification (e.g. Cloud Services where multiple parties in the Vendor's employ may need the access). This blanket authorization (if granted) requires a comprehensive physical and logical access trail of the aforementioned access that may be audited by the City upon request.
- 10.2 Vendor remote access level must be clearly stated, identifiable, logged, auditable, and limited only to the authorized systems in which the Vendor must have access in order to perform its assignments.
- 10.3 Vendor remote access time (logon hours) must be clearly stated, logged, and auditable.
- 10.4 Vendor network and VPN accounts must be disabled immediately upon completion of the authorized access privilege utilization period or upon termination of relationship with the City.
- 10.5 Vendor's activities on the network must be entered into a log and available to City personnel upon request. Logs must include, but are not limited to, connection times, disconnection times, systems accessed, files accessed, tasks performed, or any other activities performed while on the network.
- 10.6 Vendors are prohibited from remotely installing, configuring, or modifying systems or applications on the City network without express written authorization from the AIM OIS.
- 10.7 Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

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11.0 Reporting Violations and Enforcement:

Vendors have a duty to report all resources problems, security incidents, suspected and known violations of this Policy to the AIM OIS within 48 hours so that prompt remedial action may be taken. This obligation includes reporting of any suspected malicious code. Further, Vendor must require and enforce the obligations in this Section with all subcontractors in the performance of work which requires access to City Information and Information Processing Facilities.

12.0 Unauthorized Users:

Any use of the Information and Information Processing Facilities by any person who is not an Authorized User is strictly prohibited. Any such unauthorized use will be referred to appropriate governmental authorities for action and will be subject to prosecution.

13.0 Definitions:

The following terms are applicable to this policy:

Authorized User:

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

Cloud:

Cloud is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g. networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction.

Electronic Communications:

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

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Information:

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

Information Security:

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

Information Processing Facilities:

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

Information Security Management System (ISMS):

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

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Portable Computing Devices:

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

Vendor:

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

14.0 References:

ISO/IEC 27001:2013 - The British Standard International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC), Information Technology – Security Techniques – Information Security Management Systems – Requirements. Section A.15.1.1 Information Security Policy for Supplier Relationships.

ISO/IEC 27002:2013 - The International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC) Information Technology – Security Techniques – Code of Practice for Information Security Controls. Section 15.1.1 Information Security Policy for Supplier Relationships.

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AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE

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

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

Name of Authorized User (Print)



Title

Company

Signature of Authorized User

Date

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	CITY OF ATLANTA	Control ID	ISMS-A.9.3.1
		Effective Date	06/27/2016
		Version Number	1.0
		Revision Date	06/25/2016
Universal Password Policy		Approved By	Samir Saini, Chief Information Officer
		POC for Changes	AIM Office of Information Security
X  <hr/> Samir Saini, Chief Information Officer, City of Atlanta Date Signed			

1.0 Purpose:

The purpose of this Universal Password Policy ("Policy") is to establish the guidelines to be followed at all times to minimize the security risks associated with use of the City of Atlanta's ("City") Information Processing Facilities. Passwords are an essential component utilized to access Information and Information Processing Facilities throughout the City. The protection of those passwords will help to ensure the confidentiality, integrity and availability of the City's Information and Information Processing Facilities. The establishment of a reliable user verification system through secure passwords also serves as a frontline protection mechanism to minimize unauthorized access to City's Information and Information Processing Facilities.

2.0 Objective:

The objective of this Policy is to provide reliable user verification through the use of passwords for access to the City's Information and Information Processing Facilities; and to provide appropriate guidance regarding Authorized User responsibilities for password protection.

3.0 Scope:

This Policy applies to all Authorized Users who have or require access to any password enabled City Information or Information Processing Facility. City Authorized Users are responsible for full compliance with this policy.

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4.0 Applicability to Laws and other City Policies:

The use and access of City Information and Information Processing Facilities is subject to applicable federal, state, and local laws. All Authorized Users of City Information and Information Processing Facilities that fail to comply with this policy shall be subject to disciplinary action, up to and including dismissal, in conformance with the provisions of the Code of Ordinances of the City of Atlanta, Georgia. Violations of this Policy may also serve as grounds for revocation of privileges to access City Information and Information Processing Facilities. In addition, if applicable, violations of this Policy may be referred to the appropriate authorities for criminal or civil prosecution.

5.0 Confidentiality:

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

If there is any question regarding the appropriateness of disclosing or retaining information, employees as well as vendors shall contact their supervisor or the Atlanta Information Management Office of Information Security (AIM OIS).

6.0 Password Guidelines:

Each Authorized User shall have a unique username and password and shall have only one network and one e-mail account. Where there is a demonstrable business need for an Authorized User to have multiple accounts, a written request must be submitted and written authorization must be obtained from the Atlanta Information Management Office of Information Security (AIM OIS) prior to creating such account(s). In addition, the following password guidelines shall be followed by Authorized Users where applicable:

- 6.1 Initial passwords shall be communicated to an Authorized User in a secure manner after an account is created. Initial passwords shall be pre-expired (i.e. user shall be required to change password at first logon).
- 6.2 Initial passwords must be changed by logging into the system within five (5) days of issue. Failure to do so shall result in the account being disabled without further notice.

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- 6.3 All passwords created by Authorized Users must be at least eight characters long, must contain at least one upper and one lower case alphabetic character and at least one non-alphabetic character. Non-alphabetic characters include numbers and punctuation (e.g. Wed6%0Lr).
- 6.4 Passwords created by Authorized Users must be difficult to guess. Derivatives of User-IDs must not be used. Personal data like spouse's name, birthday, child's name, and pet's name are easy to compromise, unless accompanied by additional characters. Passwords with common keyboard sequences such as "ZXCVBNM" or "!@#&%^" must not be used.
- 6.5 Common company or business acronyms and geographical names must not be used for passwords unless accompanied by additional characters.
- 6.6 Authorized Users shall not construct fixed passwords by combining a set of characters that do not change with a set of characters that change predictably. Predictable passwords have easily-guessed characteristics. For example, do not employ passwords like "AZ9JAN" in January, "AZ9FEB" in February, etc.
- 6.7 Authorized Users shall not use passwords that are substantially similar to previously used passwords.
- 6.8 Authorized Users shall not store passwords in readable form in Internet browsers, batch files, automatic log-in scripts, software macros, terminal function keys, or computers without access control in other locations where unauthorized persons might discover or use them.
- 6.9 Authorized Users shall not send passwords (for corporate subscriptions, e-commerce sites, vendor intranets, online portals, etc.) or other critical data like credit card information via email or other unsecured electronic methods.
- 6.10 Authorized Users shall not write passwords down and leave them in a place where unauthorized persons might discover them.
- 6.11 Authorized Users shall not use the same password for City accounts and for other non City accounts (e.g., personal LinkedIn account, personal e-mail, online purchases Web sites, etc.).
- 6.12 Under no circumstances are default passwords to be utilized.

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7.0 Usage Rules:

User authentication via a password is a means to control who has access to City Information and Information Processing Facilities. Controlling the access to City Information and Information Processing Facilities is vital. Access gained by a non-authorized entity can cause the loss or degradation of confidentiality, integrity, and availability that may result in loss of revenue, liability, loss of trust, or embarrassment to the City of Atlanta. In addition to the general password guidelines outlined in section 6.0 of this policy document, Authorized Users of City Information or Information Processing Facilities shall comply with the following Usage Rules:

- 7.1 Regardless of the circumstances, passwords shall not be shared or revealed to anyone except the Authorized User. This includes NOT providing the password to supervisors or management of the Authorized Users. This includes not sharing passwords with Department of Atlanta Information Management (AIM) Information Technology Support Staff with no exceptions.
- 7.2 If an AIM Support Staff has a need to logon to an Authorized User's computer utilizing their password to fix a technical problem, the Authorized User must change their password immediately following completion of the work by the AIM Support Staff.
- 7.3 All Authorized Users are responsible for ensuring that they are speaking with the appropriate City resource (e.g. AIM Service Desk) prior to providing them access to their equipment.
- 7.3 No password will be given to a user, an account unlocked or a password changed without the identity of the user being properly validated by the AIM Service Desk or the Account Administrator.
- 7.4 All passwords must be changed at least once every ninety (90) days.
- 7.5 Passwords cannot be reused for a period of twelve (12) months.
- 7.6 Sharing of any accounts or passwords or both is strictly prohibited. The security of all City Information Processing Facilities is designed for authentication of individual users and not groups.
- 7.7 The use of an individual user's account as a service account is prohibited.

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- 7.8 User accounts that have system-level privileges granted through group memberships or programs must have a unique password that is different from all other accounts held by that user.
- 7.9 Any Authorized User that is not within line of sight of their computer must lock the computer (i.e. requires password re-entry to access their computer) prior to stepping away from their computer.

8.0 Account Disruption:

- 8.1 Five (5) incorrect network login attempts by an Authorized User will result in the Authorized User accounts being made inoperable.
- 8.2 An Authorized User's account(s) on all systems that the user has access to shall be disabled immediately upon notification from the user's department that the user is no longer employed with the City or is no longer authorized to utilize City Information and Information Processing Facilities.
- 8.3 All system-level and application service account passwords must be changed immediately upon the departure or termination of an Authorized User who has knowledge of those account passwords.
- 8.4 Any account associated with a password that has been expired for more than forty five (45) days will be disabled and moved to inactive account folder.
- 8.5 Any account that has not been utilized for more than forty five (45) days will be disabled and moved to the inactive account status unless there is a justifiable business reason or a written request from the user or his/her supervisor advising that the account should not be disabled.

9.0 Reporting, Violations and Enforcement:

If an account or password is suspected to have been compromised, the Authorized User must report the incident immediately to the AIM Service Desk or AIM OIS and change their password or request to have their password changed. All Authorized Users are responsible for the enforcement of this Policy. All department heads and supervisory personnel are responsible for ensuring that their directives are implemented and administered in compliance with the approved Policy.

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10.0 Definitions:

The following terms are applicable to this policy:

Authorized User:

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

Electronic Communications:

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

Information:

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

Information Assets:

City of Atlanta information and information processing facilities are collectively known as Information Assets.

Information Processing Facilities:

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

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Information Security Management System (ISMS):

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

Portable Computing Devices:

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

Vendor:

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

11.0 References:

The following are references applicable to this policy:

ISO/IEC 27001:2013 - The British Standard International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC), Information Technology – Security Techniques – Information Security Management Systems – Requirements. Section A.9.3.1 Use of secret authentication information.

ISO/IEC 27002:2013 - The International Organization for Standardization (ISO) / International Electrotechnical Commission (IEC) Information Technology – Security Techniques – Code of Practice for Information Security Controls. Section 9.3.1 Use of secret authentication information.

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AUTHORIZED USER ACKNOWLEDGEMENT AND SIGNATURE

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

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

Name of Authorized User (Print)

Title

Company

Signature of Authorized User

Date

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Exhibit F
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 the 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

OCC Requirements



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 5100
68 MITCHELL STREET
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

MEMORANDUM

TO: Susan M. Garrett, Interim Chief Procurement Officer
Department of Procurement

FROM: Larry Scott, Director *L. S.*
Mayor's Office of Contract Compliance

RE: **EBO Documents for Project No.: FC-10361 – Atlanta Smart City
Strategic Infrastructure Initiative**

DATE: **February 27, 2018**

The EBO bid documents with project specific availability for Project No.: **FC-10361 – Atlanta Smart City Strategic Infrastructure Initiative** are enclosed.

The entire OCC package, including both the standard and project specific EBO/EEO sections must be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6013, or **Bruce T. Bell** at (404) 330-6009.

cc: File
Clinton Johnson, DOP
Keith Boykin, OCC



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 5100
68 MITCHELL STREET
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OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

February 27, 2018

RE: Project No.: FC-10361 – Atlanta Smart City Strategic Infrastructure Initiative

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for minority and female business enterprise participation for this project and the EBO program reminders listed on page 6.

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

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

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CITY OF ATLANTA
EQUAL BUSINESS OPPORTUNITY (EBO)
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (majority and minority owned) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, HABE, or FBE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified M/FBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

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

Joint Venture Participation on City of Atlanta Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

A joint venture may submit its agreement along with a completed copy of the **City of Atlanta Office of Contract Compliance Joint Venture Information Pre-Award Review-EBO document** 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.



City of Atlanta Office of Contract Compliance
Joint Venture Information Pre-Award Review-EBO

Proponent Instructions: All Proponents must use their executed proposed JV agreement to complete the questions below (Attach additional pages if needed):

1. Name of Joint Venture:

2. Name, address and phone number of joint venture contact person serving as managing partner:

3. Firms participating in joint venture (use additional pages if necessary):

Name of firm:

Address:

Office Phone Number:

Primary Contact name/phone number:

% ownership: _____%

M/FBE: No

Yes

Date of Certification:

NAICS code(s) for which certification was granted:

Name of firm:

Address:

Office Phone Number:

Contact name/phone number:

% ownership: _____%

M/FBE: No

Yes

Date of Certification:

NAICS code(s) for which certification was granted:

4. Was there an M/FBE initial capital contribution required? Amount? _____
5. Does the JV document describe the portion of the work or elements of the business controlled by the M/FBE JV team member(s)? No Yes
Referenced in What Section?
6. Does the JV document describe the portion of the work or elements of the business controlled by the non-M/FBE JV team member(s)? No Yes
Referenced in What Section?
7. Does the JV document describe the M/FBE team member's involvement in the overall management of the joint venture. (e.g., participation on a management committee or managing board, voting rights, etc.)? No Yes Referenced in What Section?
8. Does the JV document list the M/FBE team member's share in the profits/risk in the joint venture: No Yes Referenced in What Section?

9. Does the JV document describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary): No Yes Referenced in What Section?

a. Majority interest holder joint venture participant:

b. Minority interest holder joint venture participant(s):

10. Does the JV document detail which firm will be responsible for accounting functions relative to the joint venture's business? No Yes Referenced in What Section?

11. Does the JV document explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties? No Yes Referenced in What Section?

12. Did the JV document provide the name of the person who will be responsible for hiring employees for the joint venture. No Yes Referenced in What Section?

13. Did The JV Describe the frequency of JV meetings, method for minutes taking, and storage for audit provisions? No Yes Referenced in What Section?

14. Are any of the proposed joint venture employees currently employees of any of the joint venture partners? No Yes If yes, list the number and positions and indicate which firm currently employs the individual(s)?

15. Did the JV Detail the methods by which disputes are resolved?

No Yes Referenced in What Section?

16. Is a copy of the proposed joint venture agreement, promissory note(s), and loan agreement(s) (if applicable), and any and all written agreements between the joint venture partners included in the proposal submission No Yes Referenced in What Section?
17. Does the JV document describe all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved? No Yes Referenced in What Section?
18. Does the JV document provide a specific citation/section that speaks to the non-discrimination and assurance requirements related to this solicitation? No Yes Referenced in What Section?

Additional Comments:

Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC-10361 – Atlanta Smart City Strategic Infrastructure Initiative

It has been determined that the above referenced contracting opportunity will be executed in multiple phases. Whereas a **Joint venture is not required at the Prime contractor level for this procurement**, all Prime proponents will be expected to ensure that subcontractors complete Part 1 and Part 2 activities for each phase where the value of electrical or general construction scope exceeds \$5,000,000.00.

Part 1: All proponents must ensure that, when sub-contracting applicable scopes of work exceeding \$5,000,000.00 all subcontracting proponents utilize 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 **Atlanta Smart City Strategic Infrastructure Initiative** 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 for each awarded task order throughout the life of the contract. All outreach efforts must be documented and included with the submittal of each utilization plan submittal.

Phase 1 – Design/Construction Buildout Opportunities: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage COA certified M/FBE 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(s) and trade(s) to be engaged for the above referenced phase is:

Electrical Contractors 238210 & General Construction 236220

Phase 1: 20% MBE & 8% FBE

Phase 2 – Operation & Revenue Generation: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage COA certified M/FBE subcontractors and suppliers for **revenue-generating related scope** throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

Urban Planning 925120 & Management Consulting 541611

Phase 2: 20% MBE & 4% FBE

The above referenced dominant NAICS codes were used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

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) proponent must include a signed JV agreement with their bid/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 at the Subcontractor level.** 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. A joint venture may submit its agreement along with a completed copy of the City of Atlanta Office of Contract Compliance Joint Venture Information Pre-Award Review-EBO document 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.
4. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
5. **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.
6. **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.
7. **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.
8. **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

SUBCONTRACTOR TRADES FORM

List *all subcontractor or suppliers Trades* that you anticipate to be contacted regarding engagement on this project.

Trades/Scopes of Work	Percentage of The overall Project that the Trade Represents

SUBCONTRACTOR CONTACT FORM (To be Completed After Contract Award for each Trade Package)

Trades/Scopes of Work	Name of Sub-contractor/ Supplier/JV Partner to be Solicited	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited For	Solicited for JV? (Yes or No)	Business Ownership (see code below)	M/FBE 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 (SBE and DBE Certifications will not suffice for this procurement)

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

Printed Signature: _____ **Date:** _____

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER
UTILIZATION COMMITMENT FORM (Phase 1)**

List all trades/scopes of work to be procured during this project and the percentages to be assigned to Certified M/FBE Contractors.

Trades/Scopes of Work	NAICS Code	Type of Work to be Performed	% of Trade to be assigned to Certified M/FBE Firms	Percentage (%) of Total Bid Amount

Total MBE% Commitment_____ Total FBE% Commitment_____ Total EBO% Commitment_____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE and DBE Certifications will not suffice for this procurement)

Note Completed Utilization Plans must be submitted and approved by OCC for each trade package awarded**

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

Proponent’s Contact Number: _____ Proponent Signature _____

EBO 3 (Pre-Task Award Commitment)

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN SUBCONTRACTOR/SUPPLIER
UTILIZATION COMMITMENT FORM (Phase 2)**

List all trades/scopes of work to be procured during this project and the percentages to be assigned to Certified M/FBE Contractors.

Trades/Scopes of Work	NAICS Code	Type of Work to be Performed	% of Trade to be assigned to Certified M/FBE Firms	Percentage (%) of Total Bid Amount

Total MBE% Commitment_____ Total FBE% Commitment_____ Total EBO% Commitment_____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE and DBE Certifications will not suffice for this procurement)

Note Completed Utilization Plans must be submitted and approved by OCC for each trade package awarded**

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

Proponent’s Contact Number: _____ Proponent Signature _____

EBO 3 (Pre-Task Award Commitment)

(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 contrac[t]or;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] ha[s] determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vii) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (viii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (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: _____



AWSG Determination of Applicability

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to **construction projects only** and is subject to review by the Atlanta WorkSource Georgia Agency (WorkSource Atlanta) team on a case by case basis for applicability. Once WorkSource Atlanta has made the determination that the First Source Jobs Program is applicable, the successful prime contractor (and all subcontractors associated with the awarded project) are expected to work with WorkSource Atlanta to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. **WorkSource Atlanta has determined that the first source Jobs program is applicable for this project.** For more specific information about the First Source Jobs Program contact:

**Audrey Lawrence
First Source Jobs Program
WorkSource Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3051**



First Source Jobs Program

Policy Statement

Every contract with the City of Atlanta creates employment opportunities for the City's residents.

Contractors who enter into a contract with the City of Atlanta for performance of work that requires construction or building trades skills in which the prime contract is \$500,000.00 or greater and the sub-contract(s) is \$250,000.00 or greater will make good faith efforts to fill 50% of all new entry-level construction positions with City of Atlanta residents who are listed on the WorkSource Atlanta's First Source Registry.

WorkSource Atlanta has determined that the First Source Jobs program is applicable for this project.

Process

WorkSource Atlanta evaluates each contract to determine whether the First Source Jobs Program is applicable.

Each prospective contractor must follow the steps below after a contract is deemed applicable:

- Sign and submit the "Letter of Assent" affirming that the contractor has read the First Source Job Training and Employment Placement Agreement and agrees to the terms therein with the completed bid package.
- Meet with WorkSource Atlanta representatives upon receiving a "Notice to Proceed" to discuss the entry level construction positions that need to be filled and the steps required for compliance with the First Source Jobs Program.
- Provide WorkSource Atlanta with the "Employer Projection of Positions Form" at least (10) days prior to hiring for any Construction positions which shall contain a list of all New Construction Positions for which the Construction General Contractor is hiring, as well as the job qualifications for those positions.
- Evaluate and interview all candidates referred by WorkSource Atlanta and provide WorkSource Atlanta with the "Post-Interview Evaluation Form" for each candidate within ten (10) days of the evaluation & interview.
- Provide WorkSource Atlanta the following items with the submittal of each payment application for the Construction Contract documenting the Construction General Contractor's as well as the Sub-contractor's efforts to comply with this Agreement:
 - A copy of all completed "Employer Projection of Positions Forms" which have been completed since the last requisition submitted;
 - A copy of all completed "Post-Interview Evaluation Forms" which have completed since the last requisition submitted; and
 - The completed "Requisition Progress Report" which has been completed since the last requisition submitted.

Benefits of the First Source Jobs Program

As the workforce system for the City of Atlanta, WorkSource Atlanta collaborates with businesses, economic development entities, educational institutions and community organizations to ensure that the City's workforce meets the needs of the business community. WorkSource Atlanta will identify pre-qualified candidates with industry recognized credentials or candidates with equivalent work experience to reduce time in recruiting candidates for entry level positions created as a result of this contract at no cost to the contractor.



AGREEMENT FOR

FC-10361 – Atlanta Smart City Strategic Infrastructure Initiative

**WORKSOURCE ATLANTA
FIRST SOURCE JOB TRAINING AND EMPLOYMENT PLACEMENT PROGRAM**

WHEREAS, Ordinance 10-O-0928, which created the City of Atlanta’s First Source Job Training and Employment Placement Program, was adopted by the Atlanta City Council on February 4, 2013 and approved by the Mayor of Atlanta on February 13, 2013; and,

WHEREAS, according to the most recent U.S. Census Bureau statistics, some twenty-five percent (25%) of the City of Atlanta’s residents live below the federal poverty level; and,

WHEREAS, the City of Atlanta, through implementation of the Program, desires to address the issues of poverty, unemployment, and underemployment by providing meaningful job and career opportunities to the city’s residents; and,

WHEREAS, the City of Atlanta enters into numerous public works and improvement contracts that are funded by public tax dollars; and,

WHEREAS, various building and construction workers are required to fulfill and perform the work required under said contracts; and,

WHEREAS, in order to facilitate the successful implementation of the Program, WorkSource Atlanta and the Construction GC desire to enter into this Agreement to set forth the respective responsibilities and obligations of each party for the duration of the Construction Contract as entered into between the City of Atlanta and the Construction GC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, WorkSource Atlanta and the Construction GC hereby agree as follows:

Section 1. Definitions. The following italicized terms shall have the following meanings. All definitions include both the singular and plural forms.

Construction Contract shall mean a contract entered into or funded by the City for the performance of work that requires construction or building trades skills and has a face value greater than the Threshold Amount.

Construction General Contractor (“Construction GC”) shall mean any entity entering into a Construction Contract that exceeds the Threshold Amount.

Entry-level shall mean any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. This definition includes, but is not limited to apprentices.



First Source Register shall mean the register managed by WorkSource Atlanta providing the Construction GC and its Sub-contractors with Workforce Innovation and Opportunity Act (WIOA) eligible residents of the City of Atlanta from which to fill Entry-level construction positions.

New Construction Position shall mean any non-executive, non-professional engineering, non-office, or non-clerical job, or any job not filled by full-time employees on the Construction GC's payroll for at least three months prior to the Notice to Proceed for the Construction Contract.

Sub-contractor shall mean any contractor performing construction work either directly or indirectly for the Construction GC, pursuant to any Construction Contract and that meets the Threshold Amount.

Threshold Amount shall mean any Construction Contract in which the prime contract is \$500,000.00 or greater and the sub-contract(s) is \$250,000.00 or greater.

Workforce Innovation and Opportunity Act ("WIOA") shall refer to Public Law 113-128, passed by the U.S. Congress and signed into law by President Barack Obama in July 2014. The Act reauthorized the Workforce Investment Act of 1998. WIOA is a federal grant program designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers.

Section 2. General.

- A.** Construction GC shall use, and shall cause the Construction GC's Sub-contractors to use, WorkSource Atlanta as its first source for the recruitment, referral, and placement of New Construction Positions through the First Source Register subject to the terms of this Agreement.
- B.** WorkSource Atlanta will provide recruitment, referral, and placement services through the First Source Register to the Construction GC and its Sub-contractors.

Section 3. Responsibilities of WorkSource Atlanta.

WorkSource Atlanta shall:

- A.** Provide recruitment and referral to the Construction GC and Sub-contractor(s), subject to the limitations set out in this Agreement.
- B.** Screen applicants and provide Construction GC and Sub-contractor(s) with a list of applicants according to the terms of this Agreement.

Section 4. Responsibilities of the Construction GC.

The Construction GC shall, and shall cause its Sub-contractor(s) to:

- A.** For all new entry-level Construction Positions, review and interview job applicants exclusively from the First Source Register prior to reviewing job applicants from any other source.



- B.** Make good faith efforts to fill fifty (50) percent of entry-level positions with City of Atlanta residents who are listed on the First Source Registry.
- C.** Provide WorkSource Atlanta with Employer Projection of Positions Form (“Exhibit A”), which shall contain a list of all New Construction Positions for which the Construction GC is hiring, as well as the job qualifications for those positions. This notification shall occur after the Construction Contract has been awarded and before the Notice to Proceed (“NTP”) is issued.
- D.** After issuance of the NTP, provide a final Employer Projection of Positions Form (“Exhibit A”) to WorkSource Atlanta.
- E.** Provide names and position titles of all Non-New Construction Positions (“Exhibit B”). Non-New Construction Positions include any executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time salaried employees on the Construction GC’s payroll for at least three months prior to the notice to proceed. This list shall be deemed exempted positions.
- F.** Include provisions in all Construction Contracts entered into with Sub-contractors to represent and warrant adherence to the terms of this Agreement.
- G.** Provide letters of assent (“Exhibit C”) to the terms of this Agreement to WorkSource Atlanta prior to any Construction GC performing any work on the Project.
- H.** Evaluate and interview all candidates provided by WorkSource Atlanta from the First Source Register and provide WorkSource Atlanta with the Post-Interview Evaluation Form (“Exhibit D”), within ten (10) days of the evaluation and interview.
- I.** Provide WorkSource Atlanta with a completed Requisition Progress Report (“Exhibit E”) certifying compliance with this Agreement and detailing individuals who were hired, their address, start and end employment dates, and hours worked during that month.
- J.** Maintain daily sign-in sheet logs and payroll records for all of its employees and make said sign-in sheet logs and payroll records available to WorkSource Atlanta upon request. WorkSource Atlanta shall not use such records for any purpose other than monitoring of compliance with this Agreement.
- K.** Submit to WorkSource Atlanta with each payment application for the Construction Contract, the following items:
 - (i) A copy of all completed Employer Projection of Positions Forms (“Exhibit A”) which have been completed since the last requisition submitted;



- (ii) A copy of all completed Post-Interview Evaluation Forms (“Exhibit D”) which have been completed since the last requisition submitted; and
- (iii) The completed Requisition Progress Report (“Exhibit E”) which has been completed since the last requisition submitted.

Section 5. Nondiscrimination. No party to this Agreement shall discriminate against First Source Register referrals in any terms and conditions of employment, including retention, promotions, job duties, shift assignments, and training opportunities.

Section 6. Events of Default. Subject to construction schedules and safety requirements, WorkSource Atlanta, the Office of Contract of Compliance (“OCC”), and awarding departments shall have the right to engage in random inspections of job sites and have access to the employees of the Construction Contractor or Sub-contractor(s) and the records required under Ordinance 10-O-0928 (City of Atlanta Code of Ordinances, ARTICLE XI).

If WorkSource Atlanta, OCC, or an awarding department determines the Construction GC and/or Sub-contractor(s) are not in compliance with this Agreement, any or all of the following actions may be taken:

- Withhold progress payments of up to 10% of the Contract Amount;
- Refusal of all future bids on City projects until such time as the Construction GC and/or Sub-contractor come into compliance with this Agreement; or
- Termination of the Agreement.

Section 7. Notices. All notices, consents, approvals and other communications which may be or are required to be given by WorkSource Atlanta or the Construction GC under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)), or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:



If notice is to City:

WorkSource Atlanta
818 Pollard Blvd., SW
Atlanta, GA 30315
ATTN: Director of Performance Management
paolaleye@atlantaga.gov

If notice is to Construction GC:

Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when received for, or actually received, by the party identified above.

Section 7. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.

Section 8. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Construction GC may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of WorkSource Atlanta, which consent may be withheld or conditioned in the sole discretion of WorkSource Atlanta; provided, however, that WorkSource Atlanta will not unreasonably withhold its consent to an assignment by the Construction GC of all or any of its rights under this Agreement.

Section 10. Exhibits; Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the Agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.



Section 11. Applicable Law. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Georgia.

No provision of this agreement shall be interpreted so as to require the Construction GC and/or Sub-contractor(s) to employ a worker not qualified for a position, or to employ or retain any particular employee, or to hire any worker as a result of such worker's membership in a labor union.

Section 12. Entire Agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 13. Termination of Agreement. Without cause, WorkSource Atlanta may terminate this agreement at any time upon thirty (30) days' written notice to the Construction GC and WorkSource Atlanta.



CONSTRUCTION GC / SUB-CONTRACTOR LETTER OF ASSENT

I have read the First Source Job Training and Employment Placement Agreement and assent to the terms therein.

Construction GC or Sub-Contractor

Company Representative

Date

Appendix B
Insurance Requirements

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-10361 Atlanta SmartCity Strategic Infrastructure Initiative

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 Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

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

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

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

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/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
- Products – Completed Operations
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

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. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$10,000,000 per occurrence**.

- Coverage must follow form with primary policy
- May be used to achieve minimum liability limits
- Coverage must be as broad as primary policy

E. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

F. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$5,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision.

G. Network Security and Privacy Policy or Equivalent

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

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

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

G. Performance Bond and Payment Bond

Contractor must, at its own expense, deliver to the City a Performance Bond and a Payment Bond (collectively "Bonds") each in an initial amount equal to the Pre-Construction Services amount plus the value of any CGMP authorized at the time of execution of the Agreement, which bonding amounts shall be increased in the amount equivalent to the GMP, which comprises the Contract Amount as defined under the Agreement. The Contractor shall provide Bonds issued to the City in the initial amount as part of the execution of the Agreement and shall increase the bond amounts as required to reflect the Contract Amount, prior to and as a condition of receiving a Construction Authorization, which Bonds shall name the City as the obligee in such form as approved by the City's Attorney and Office of Risk Management.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

End of Document

**Appendix D
Special Conditions**

(Not Applicable)

Appendix E
Additional Required Submittals

(Not Applicable)