

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE ADDING THE CORRECTED GSA CONTRACT NUMBER, GS-35F-0251Y, TO RESOLUTION 13-R-3150 WHICH AUTHORIZED THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT WITH SONA NETWORKS, LLC FOR THE PURCHASE OF ATL311 CUSTOMER SERVICE CENTER TRAINING AND END-USER ADOPTION SERVICES, NECESSARY FOR THE 311 CALL CENTER PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY; AND FOR OTHER PURPOSES.

Workflow List:

Joann Butler	Completed	05/16/2014 9:54 AM
Finance	Completed	05/16/2014 3:31 PM
Procurement	Completed	05/19/2014 11:46 AM
Adam Smith	Completed	05/19/2014 11:51 AM
Mayor's Office	Completed	05/19/2014 11:54 AM
Office of Research and Policy Analysis	Completed	05/20/2014 10:55 AM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE ADDING THE CORRECTED GSA CONTRACT NUMBER, GS-35F-0251Y, TO RESOLUTION 13-R-3150 WHICH AUTHORIZED THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT WITH SONA NETWORKS, LLC FOR THE PURCHASE OF ATL311 CUSTOMER SERVICE CENTER TRAINING AND END-USER ADOPTION SERVICES, NECESSARY FOR THE 311 CALL CENTER PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 13-R-3150 was adopted by the City Council on May 20, 2013 and approved without the Mayor's signature on May 29, 2013 and is attached hereto as Exhibit A (the "Resolution"); and

WHEREAS, the Resolution referenced General Services Administration contract number GS-35F-0545V, which has since been changed; and

WHEREAS, it is now necessary to correct the Resolution with the corrected General Services contract number - GS-35F-0251Y, as shown in Exhibit B.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Atlanta, as follows:

SECTION 1: That the original legislation is hereby attached as Exhibit A, which references the old General Services Administration number- GS-35F-0545V.

SECTION 2: That Exhibit B shows the amended Resolution with the corrected General Services Administration number- GS-35F-0251Y.

(Do Not Write Above This Line)

First Reading
Committee _____
Date _____
Chair _____
Referred To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE

A RESOLUTION ADDING THE CORRECTED GSA CONTRACT NUMBER, GS-35F-0251Y, TO RESOLUTION 13-R-3150 WHICH AUTHORIZED THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT WITH SONA NETWORKS, LLC FOR THE PURCHASE OF ATL311 CUSTOMER SERVICE CENTER TRAINING AND END-USER ADOPTION SERVICES, NECESSARY FOR THE 311 CALL CENTER PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY; AND FOR OTHER PURPOSES.

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

CERTIFIED

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

Committee _____
Date _____
Chair _____
Action
Fav, Adv, Hold (see rev. side)
Other _____
Members _____
Refer To _____

MAYOR'S ACTION

Date Referred _____
Referred To: _____
Date Referred _____
Referred To: _____
Date Referred _____
Referred To: _____

Attachment: Corrected Resolution for Amended Legislation Documents (14-R-3667 : CORRECTED GSA

A RESOLUTION BY FINANCE/EXECUTVE COMMITTEE

A RESOLUTION ADDING THE CORRECTED GSA CONTRACT NUMBER, GS-35F-0251Y, TO RESOLUTION 13-R-3150 WHICH AUTHORIZED THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT WITH SONA NETWORKS, LLC FOR THE PURCHASE OF ATL311 CUSTOMER SERVICE CENTER TRAINING AND END-USER ADOPTION SERVICES, NECESSARY FOR THE 311 CALL CENTER PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY; AND FOR OTHER PURPOSES.

WHEREAS, Resolution 13-R-3150 was adopted by the City Council on May 20, 2013 and approved without the Mayor’s signature on May 29, 2013 and is attached hereto as Exhibit A (the “Resolution”); and

WHEREAS, the Resolution referenced General Services Administration contract number GS-35F-0545V, which has since been changed; and

WHEREAS, it is now necessary to correct the Resolution with the corrected General Services contract number – GS-35F-0251Y, as shown in Exhibit B.

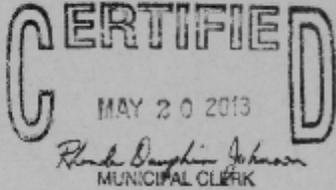
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Atlanta, as follows:

SECTION 1: That the original legislation is hereby attached as Exhibit A, which references the old General Services Administration number- GS-35F-0545V.

SECTION 2: That Exhibit B shows the amended Resolution with the corrected General Services Administration number- GS-35F-0251Y.

Attachment: Corrected Resolution for Amended Legislation Documents (14-R-3667 : CORRECTED GSA

EXHIBIT A

(Do No: 13-A-3150)	Committee <u>5</u> First Reading Date _____ Chair _____ Referred To _____		FINAL COUNCIL ACTION <input type="checkbox"/> 2 nd <input type="checkbox"/> 1 st & 2 nd <input type="checkbox"/> 3 rd Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input checked="" type="checkbox"/> RC Vote
A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER FC-6608 PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE GENERAL SERVICES ADMINISTRATION CONTRACT GS-35F-0545V WITH SONA NETWORKS, LLC FOR THE PURCHASE OF ATL311 CUSTOMER SERVICE CENTER TRAINING AND END-USER ADOPTION SERVICES, NECESSARY FOR THE 311 CALL CENTER PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIFTY-FIVE THOUSAND, FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$755,480.00) WITH A CONTRACT TERM OF ONE (1) YEAR; ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.	Committee <u>Fin. / Exec</u> Date <u>5-15-13</u> Chair <u>Telicia H. Apone</u> Action <input checked="" type="radio"/> Fav, Adv, Hold (see rev. side) <input type="radio"/> Other Members <u>[Signatures]</u> Refer To _____	Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) <input type="radio"/> Other Members _____ Refer To _____	CERTIFIED  
<input type="checkbox"/> CONSENT REFER <input type="checkbox"/> REGULAR REPORT REFER <input type="checkbox"/> ADVERTISE & REFER <input checked="" type="checkbox"/> 1 st ADOPT 2 ND READ & REFER <input type="checkbox"/> PERSONAL PAPER REFER Date Referred _____ Referred To _____ Date Referred _____ Referred To _____ Date Referred _____ Referred To _____ Date Referred _____ Referred To _____	Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) <input type="radio"/> Other Members _____ Refer To _____ Committee _____ Date _____ Chair _____ Action Fav, Adv, Hold (see rev. side) <input type="radio"/> Other Members _____ Refer To _____		MAYOR'S ACTION APPROVED MAY 29 2013 WITHOUT SIGNATURE BY OPERATION OF LAW

substitute

ADOPTED BY
MAY 20 2013
COUNCIL

Attachment: Corrected Resolution for Amended Legislation Documents (14-R-3667 : CORRECTED GSA



CITY COUNCIL
ATLANTA, GEORGIA

13-R-3150

**A SUBSTITUTE RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE, ON BEHALF OF THE CITY OF ATLANTA TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER FC-6608 PURSUANT TO SECTION 2-1602 ET SEQ. OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE GENERAL SERVICES ADMINISTRATION CONTRACT NUMBER GS-35F-0545V WITH SONA NETWORKS, LLC FOR THE PURCHASE OF CUSTOMER SERVICE CENTER TRAINING AND END-USER ADOPTION SERVICES NECESSARY FOR THE 311 CALL CENTER PROJECT, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIFTY-FIVE THOUSAND, FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$755,480.00) WITH PHASED FUNDING AND WITH A CONTRACT TERM OF ONE (1) YEAR; THE FIRST PHASE WILL BE FOR TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000.00); ALL FIRST PHASE CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") is implementing a 311 Call Center ("ATL311") that will improve City customer service by providing general information and managing customer service requests from Atlanta's residents and visitors; and

WHEREAS, the ATL311 initiative will require extensive training and support services in order to train City employees, such as customer service representatives ("CSR") and back-office staff, on how to operate the ATL311 Customer Relationship Management ("CRM") System; and

WHEREAS, these training and support services are a necessary part of implementing support staff availability, thereby increasing the efficiency and productivity of the ATL311 Customer Service Center; and

WHEREAS, pursuant to Article X, Division 15 Intergovernmental Relations of the City of Atlanta Code of Ordinances (the "Code"), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer have identified General Services Administration ("GSA") contract number GS-35F-545V with SONA Networks, LLC ("SONA"), as a cooperative procurement vehicle for the ATL311 training and end-user adoption initiative; and

WHEREAS, the GSA competitively procured contract number GS-35F-545V with SONA for CSR training and support services in a manner consistent with the Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number FC-6608 with SONA utilizing GSA contract number GS-35F-545V, to purchase training and support services for the ATL311 Customer Service Center for a term of one (1) year.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA,



GEORGIA, that the Mayor or his designee is authorized to execute, on behalf of the City of Atlanta, cooperative purchasing agreement number FC-6608 with SONA, utilizing GSA contract number GS-35F-545V, to purchase training and support services for the ATL311 Customer Service Center initiative in an amount not to exceed Seven Hundred Fifty-Five Thousand, Four Hundred Eighty Dollars and No Cents (\$755,480.00) with phased funding for a term of one (1) year. Phase I in the amount of Two Hundred And Fifty Thousand Dollars and No Cents (\$250,000.00) to be paid out of the FY2013 budget and Phase II in the amount of Five Hundred Thousand Four Hundred Eighty Dollars and No Cents (\$500,480.00) to be paid contingent upon acceptance of funds appropriation in the FY 2014 budget.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from the following:

- Two Hundred Fifty Thousand and No Cents (\$250,000.00) from:
 2501 (Intergovernmental Fund) 040301 (EXE COO) 5239004 (SERVICE GRANTS) 1320000 (CHIEF EXECUTIVE) 04211189 (EXE INNOVATION DELIVERY) 250112034 (MAYORS PROJECT-BLOOMBERG GRANT)

BE IT FURTHER RESOLVED, that the Chief Procurement Officer in consultation with the City Attorney is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee and attested to by the Municipal Clerk, and delivered to SONA Networks, LLC.

A true copy,

Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

MAY 20, 2013
MAY 28, 2013

EXHIBIT B

FC-6608 COOPERATIVE AGREEMENT FOR END USE ADOPTION ON BEHALF OF THE INNOVATION DELIVERY TEAM UTILIZING GSA CONTRACT NUMBER: GS-35F-0251Y

Contractor: SONA Networks, LLC.

**Address: 11350 McCormick Road,
Executive Plaza I, Suite 409
Hunt Valley, MD 21031**

**Contact: Mr. David Chege
(216) 621 - 8977
dchege@rnrconsulting.com**

**Mr. Harry Hans, Contract Administrator.
(410) 329 – 1811
hhans@sonanetworks.com**

This Cooperative Agreement (“**Agreement**”) is entered into and is effective the 1st day of July 2013, by and between the City of Atlanta (the “**City**”), a Georgia Municipal Corporation and SONA Networks, LLC.(“**Contractor**”), an entity authorized to do business in the State of Georgia and the City.

BACKGROUND

WHEREAS, Contractor will provide the City with necessary training and support to properly deploy the new call center staff and back-office staff, training and end-user adoption required to support the ATL311/CRM System.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Contractor and City agree that work specified under this Agreement must be performed by Contractor in accordance with this Agreement, consisting of the following documents hereafter defined as “Agreement Documents”, and incorporated herein by reference.

- I. Cooperative Purchasing Agreement;
- II. Exhibit A – Legislation;
- III. Exhibit B - Insurance Requirements;
- IV. Exhibit C –GSA Contract # GS-35F-0251Y;
- V. Exhibit D – Scope of Work; and
- VI. Exhibit E—Additional Required Submittals.

COMPENSATION

The total compensation amount of this agreement shall not exceed Seven Hundred and Fifty-Five Thousand Four Hundred Eighty Dollars (\$755,480.00).

LEGISLATION

This Agreement is authorized by legislation adopted by the Council of City and approved by the Mayor of the City attached as Exhibit “A”, which is attached hereto and made a part of hereof.

TERM

The term of the agreement shall be for one (1) year with no renewal options.

OTHER TERMS AND CONDITIONS

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

- (a) immediately for a material breach of the Agreement Documents by Contractor that is not cured within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately upon written notice for numerous breaches of the Agreement Documents by Contractor that collectively constitute a material breach or reasonable grounds for insecurity concerning Contractor’s ability to perform; or

Attachment: Corrected Resolution for Amended Legislation Documents (14-R-3667 : CORRECTED GSA

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

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

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

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

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

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

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

ETHICS IN CONTRACTS.

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

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

COMPLETE AGREEMENT

This Agreement, along with all referenced appendices and exhibits, embodies the entire Agreement between the City and the Contractor and supersedes all other writings, statements and representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not contained in the Agreement Documents.