



**REQUEST FOR QUALIFICATIONS
RFQ # 17-001
PARKING MANAGEMENT SERVICES**

Responses are due:

September 30, 2016; 3:00 p.m.

and must be delivered to:

City of Sandy Springs
Purchasing Office
7840 Roswell Road Suite 500
Sandy Springs, GA 30350

in hard copy only; electronic or fax responses will not be accepted.
Responses received after the deadline or at any other locations will not be accepted.

A Mandatory Pre-Submittal Conference will be held 10:00 a.m. August 25, 2016.

**Heritage Sandy Springs
Heritage Hall
6110 Bluestone Road
Sandy Springs, GA 30328**

Deadline for questions is 5:00 p.m., September 2, 2016. Questions received after this date and time may not be answered.

Questions must be directed in writing to the
City of Sandy Springs Purchasing Manager, Nesby Ingram,
via e-mail to:

ningram@sandyspringsga.gov

RESPONSE SIGNATURE AND CERTIFICATION

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Response (“Offeror”) for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the Response and certify that I am authorized to sign this Response for Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror: _____

Date: _____

Print/Type Name: _____

Print/Type Offeror Name Here: _____

Company Name: _____

OFFEROR'S RFQ CHECKLIST

Critical Things to Keep in Mind When Responding to an RFQ for the City of Sandy Springs

1. _____ Read the entire document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ Note the Purchasing Manager's name, address, and e-mail address. This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information.
3. _____ Attend the pre-submittal conference. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFQ. This conference is mandatory.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the Purchasing Manager by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFQ. All addenda issued for an RFQ will be distributed by e-mail to RFQ participants.
5. _____ Follow the format required in the RFQ when preparing an RFQ Response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Responses are evaluated based solely on the information and materials provided in response to the RFQ.
7. _____ Use the forms provided with the RFQ, if any.
8. _____ Check the City's website for RFQ addenda. Before submitting your Response, check the City's website at <http://www.sandyspringsga.org/business/doing-business-with-the-City/bidding-opportunities> to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your Response.
9. _____ Review the RFQ document again to make sure that you have addressed all requirements. Your original Response and the requested copies must be identical and complete. The copies are provided to individuals evaluating Responses and will be used to rank your submittal.
10. _____ Submit your Response on time. Note all the dates and times listed in the *Schedule of Events* and within the document, and be sure to submit all required items on time. Late Responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with your Response.

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CITY OF SANDY SPRINGS
Request for Qualification # 17-001
Parking Management Services

SECTION 1: BACKGROUND AND GENERAL INFORMATION

A. Purpose

The City of Sandy Springs (“City”) is seeking proposals from highly qualified firms to provide all personnel, materials and services necessary to provide Parking Management Services for the City’s entire public parking system. The City intends to enter into a three-year contract with two (2), one-year extensions in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ). The awarded vendor shall be managed and directed by the City.

The successful AWARDED VENDOR shall provide overall management of all City parking assets, including but not limited to parking enforcement, meter maintenance, revenue collection, citation management, complaint resolution, coordination on parking matters with local businesses, and event parking planning, performing arts center and meeting spaces. In addition, the AWARDED VENDOR shall provide parking data, analysis, and recommendations on rates, expansion of parking spaces and other parking matters. The City’s objectives are to ensure the highest degree of safety for its employees and Citizens.

B. General Information About the City

Located in Atlanta’s dynamic metro north and less than an hour from the world’s busiest airport, Sandy Springs is the metro area’s second largest City and is the sixth largest City in the State of Georgia. The City balances the best of modern southern living: high-rise towers; riding stables; world-class medical centers; national river corridor; fortune 500 corporate headquarters international consulates; and neighborhoods that resemble botanical gardens.

In June 2005, residents overwhelmingly voted for incorporation; the first new City in Georgia in fifty (50) years. The City utilizes a public-private partnership model for operations. Aside from public safety (police and fire) and the City Manager’s executive staff, general City services are provided by contractors. The success of the privatization model in Sandy Springs continues to attract attention from cities around the U.S. as well as around the globe.

The City’s population was estimated at 99,419 by the 2012 Census. Daytime population swells to more than 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, and Intercontinental Exchange (corporate parent of the New York Stock Exchange), and the recent announcement of Mercedes relocation of its corporate headquarters to Sandy Springs. Two of the most traveled arteries in the metro area, I-285 and Georgia 400, cross Sandy Springs, and the City is home to three MARTA rail stations.

The City of Sandy Springs strives to sustain and further the attractive quality of life enjoyed by its residents. The City is an innovator in providing municipal services, providing the City with a flexible and creative approach in anticipating and responding to the needs of the

community. Through its public-private partnership model, the City and General Government Services contractors work collaboratively to provide a high level of services to Sandy Springs residents. The City's customer-focused mission has resulted in numerous awards and recognitions, including: Ranked 36 as Most Livable Mid-Size City in the U.S. (City Biz); Fourth as Best City for Early Retirement (Kiplinger); Best Towns for Millennials (Niche Magazine); and Top Ten Safest Places in Georgia (Value Penguin).

In September 2014, the Sandy Springs City Council approved a site development that comprises of a City Government Building, performing arts center, a studio theater, mixed use residential, retail and green space, all on a 14 acre site (See Exhibit # 1). The new City Springs development and facility is scheduled to open in December 2017. Development of City Springs will create a new center point for the City of Sandy Springs—it's heartbeat. ***The complex will be served through an estimated 1,125 parking spaces, 750 of which will be underground and 6 electrical charged spaces. The City shall have 2 parking entry points, minimum of five (5) pay-on-foot payment kiosks, valet parking services, traffic flow management system and digital traffic direction message boards.***

The City must balance the parking needs of the community with the competing interests of businesses, restaurants, and residents. Sound parking enforcement is important to the health, safety and economic vitality of the City.

The selected Awarded Vendor shall work hand and hand with the City's development and construction partners to create the optimal parking facility and operation. Review the city's website at www.citysprings.com for additional City Springs development and construction information. Also review published addendums daily and the drop box for information concerning RFQ #17-001 Parking Management Services. (An invitation link shall be provided at the Mandatory Pre-Submittal Meeting)

SECTION 2: SCOPE OF SERVICE

The successful AWARDED VENDOR shall provide overall management of the City's parking system assets, including but not limited to parking enforcement, parking entrance points, meter maintenance, revenue collection, citation management, complaint resolution, coordination on parking matters with local businesses, and event parking planning. In addition, the AWARDED VENDOR shall provide parking data, analysis, and recommendations on rates, expansion of parking spaces and other parking matters. The selected vendor's initial task may start in October 2016 with parking construction consulting services. The City is seeking a strategic partnership with a parking firm to maximize the use of the parking supply and accomplish the following primary objectives:

- The public parking deck and surface parking area is all the vendor will be managing, however, the vendor is expected to coordinate with the private management parking vendor for resident parking. (See Parking Summary Information Link).
- Promote traffic and pedestrian safety.
- Encourage compliance with the City's parking and assist the City with developing a Parking Regulations when requested.

- Support the on-street parking system by equitably and consistently enforcing the parking regulations.
- Provide installation and maintenance of parking meters and pay & park display parking systems. (See Parking Summary Information Link)
- Provide for citation issuance and collection, enforcement of parking laws measures (Should the City decide to boot or tow) and meter revenue collection.
- Provide a high tech Parking Deck Count solution. Count system can be combined with vehicles entering and exiting at gated lanes and at other monitoring points within the parking deck. At any given time, City/Parking Management should have access to count information, and the location of available parking spaces for customer use.
- Provide a valet service for both entrances of the parking deck.
- Provide complete Parking Deck Management to include Special Event Traffic Control and coordinate with Residential Parking Pass System.

1. General Services Required:

- a. Assist and consult with the City as necessary in the design of parking facilities or modifying parking rates and policies.
- b. If requested work with City Springs retail businesses as needed to assess how well the public parking is accommodating their needs; report to the City with suggestions for improvement.
- c. Be available to respond to City calls when needed and attend group and or City Council meetings when asked by the City.
- d. Install and maintain parking equipment.
- e. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the City.
- f. Provide operational customer training for all parking attendance and parking enforcement personnel, and provide training manuals and employee course completion certifications as verification.
- g. Handle all customer services associated with the City's parking system.
- h. Provide weekly, monthly and annual reports as agreed to by the City.
- i. Provide a user friendly approach to parking, utilizing community outreach efforts to educate consumers on the use of high tech parking meters and systems.
- j. Provide a parking attendant to work hand and hand with security, and be present on site, 7 days a week, 15 hours per day to address any parking issues with Residents, City Workers, Event Attendees and City Hall Customers. Please indicate in your proposal if On Site Space is needed and if so, indicate the space desired and the amount of monthly rent your firm is willing to pay. **(Hours may vary dependent upon events, an hourly rate system should be proposed to cover additional services)**

2. Parking Meter and Parking Enforcement-Awarded Vendor Responsibilities

- a. Manage enforcement of parking in City-owned metered parking spaces.

- b. Install and manage all parking meters. The City reserves the right to adjust the number of parking meters and spaces at its sole discretion.
- c. Provide computer hardware and software that will enable Awarded Vendor's staff to enter, issue and process parking citations.
- d. Install and maintain parking meters
- e. Maintain Pay Stations and manage the user-inputted data.
- f. Enforce parking regulations relating to meters and other parking controls within the City. Enforcement activities will include electronic ticketing and may include arranging for towing or immobilization of vehicles. (Regulations once established)
- g. Establish designated patrol routes for its enforcement officers. The City prefers the use of low speed electric vehicles (neighborhood electric vehicles) for enforcement.
- h. Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas. The City also reserves the right to temporarily suspend enforcement along any street, or in any zone according to the needs of the City. The City will make every effort to provide the AWARDED VENDOR adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- i. Enforce parking regulations once established for special events, including festivals, events, weather emergencies, etc. Work hand and hand with PAC management team. (see Item 11, page 12 PAC information)
- j. Ensure adequate staffing to meet the enforcement and maintenance needs of the City's parking system.
- k. Reprogram parking meters when rates are changed by the City.

3. Parking Meter Solutions

The City reserves the right to explore meter replacement options, including financial alternatives that may be in the best interest of the City. The AWARDED VENDOR agrees to work with the City development and construction management partners to find the best prices for the equipment and lowest financing rate available. Should the City choose to finance the meters through the AWARDED VENDOR, the cost of the equipment will be reimbursed by the City over the term of the agreement in equal monthly installments agreeable to both parties. The City expects the Awarded Vendor to recommend finance options on a smart parking meter solution, with state of the art technology with various options such as, pay apps, pay by plate, credit card or cell phone. (The City is not interested in cash pay parking meter option solutions).

4. Collections of Monies and Accounting (Daily Operations)

Note: The City does not desire to collect any cash monies, all collections will be electronic in nature.

- a. Collect and account for all revenues from the meters installed. The collection of single space meters and pay stations are required to be done at least weekly with no meter no downtime.
- b. Ensure proper accountability and internal controls of all monies collected.

- c. Provide any periodic, financial and operational reports as requested by the City.
- d. Provide samples of current financial and operational reports AWARDED VENDOR uses.
- e. AWARDED VENDOR to provide cashier staffing and services as needed (If requested).
- f. Should any monies collected by the AWARDED VENDOR be lost, stolen unaccounted for or otherwise removed from the custody and control of the AWARDED VENDOR prior to its deposit in the City's approved bank account, the AWARDED VENDOR shall deposit a like sum of money in the City's bank account within forty-eight (48) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the AWARDED VENDOR, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the AWARDED VENDOR. The AWARDED VENDOR will be liable for all mismanagement of funds by AWARDED VENDOR, its employees or agents. (Proposers shall explain their proposed solution.)

5. Collections of Monies and Accounting (Citations)

- a. The AWARDED VENDOR shall be responsible for collecting payments on citations from the public. AWARDED VENDOR should make available to the customers a variety of payment options approved by the City, including but not limited to cash, check or credit card. The AWARDED VENDOR will also be responsible for processing payments of parking citations. (Proposers shall provide proposed details of accounting for monies collected.)
- b. Issue late notices to specifically include how many and when issued for overdue payment of citations and provide follow-up collection services to include:
 - Out of State Collections
 - DMV Hold Requirement
 - Scofflaw requirements and procedures (should the City choose to tow or boot).
- c. Utilize automated technology to issue citations and manage records of citations.
- d. The City prefers that the AWARDED VENDOR have experience with collections across State lines.
- e. The awarded vendor shall work and in hand with the City's Finance/ Revenue departments to insure compliance of all procedures and accounting guidelines.

6. Office Administration

- a. The AWARDED VENDOR shall be responsible for purchasing all materials necessary to carry out all operation functions. These include but are not limited to paper tickets, ticket books, envelopes, uniforms, office equipment and supplies, spare parts for maintenance and repair of meters and all other necessary equipment. A list of City-owned available meters, equipment and tools will be provided to the Awarded Vendor.
- b. All purchases for reimbursement of equipment or supplies must be accompanied by receipts. AWARDED VENDOR must maintain records of equipment and supplies and provide accounting for the City. All purchases submitted for reimbursement must have followed and be in compliance with the City's purchasing policy.

7. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments as provided by the AWARDED VENDOR.
- b. AWARDED VENDOR is required to do background checks and drug testing on all employees prior to employment and provide proof of such to the City.
- c. Supervisors and field personnel will maintain radio contact as appropriate to ensure oversight of parking enforcement activities.
- d. The AWARDED VENDOR will arrange for bonding of all personnel who handle monies at a rate acceptable to the City.
- e. The AWARDED VENDOR will ensure that all enforcement, parking meter maintenance and parking personnel wear City approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable name tag at all times.
- f. All other employees of the AWARDED VENDOR providing services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- g. The AWARDED VENDOR shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- h. The AWARDED VENDOR is responsible for hiring, training, and supervising its staff members. AWARDED VENDOR staff members assigned to the services are employees of the AWARDED VENDOR.
- i. AWARDED VENDOR personnel shall at all times assure that its employees shall serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the AWARDED VENDOR.
- j. The City reserves the right to adjust staffing requirements at its sole discretion.
- k. The City may request AWARDED VENDOR to transfer an employee to another location and AWARDED VENDOR shall comply within two weeks.
- l. The AWARDED VENDOR shall respond to any public complaint within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the AWARDED VENDOR was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the AWARDED VENDOR will submit a written report to the Project Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- m. The selected AWARDED VENDOR shall work with City Management and partners, Spectra, Carter, and others to insure smooth parking operations.

- n. Damage claims by customers are to be handled by the awarded vendor. Should the City be the suspected causation of the damage, the awarded vendor must bring the matter to the City's attention within 24 hours.

8. Training and Customer Service

- a. The AWARDED VENDOR shall provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- b. Provide training in general information and directions to all personnel so they may assist visitors to the City.
- c. In accordance with the City's customer service principles, respond to public inquiries about the Parking Enforcement Services, ticketing and enforcement, or any other citizen concern.
- d. Assist the City in its efforts to inform the public about the Parking Program, Rules, and Regulations.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the City Project Manager.
- f. Provide customer service training in accordance with industry best practices. The training regimen will be subject to the approval of the City.

9. Installation and Maintenance

- a. Experienced and trained personnel should be assigned to maintain all equipment.
- b. Meters and Pay Stations are each required to be functioning properly no less than 98% of the time.
- c. Install and maintain parking meters and pay stations that are under warranty.
- d. Ensure the appropriate maintenance and repair of equipment under warranty.
- e. Install and maintain all operational meters, pedestals, meter poles, heads and all other meter accessories in good working condition. Good working condition is defined as repairing/replacing any defective meter within 24 hours of a report of failure.
- f. Ensure poles and pedestals are clean, upright and painted. All AWARDED VENDOR employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.
- g. Implement and follow a regular preventive maintenance schedule for all parking meters and pay stations.
- h. Keep a meter log of all complaints regarding meters. The log shall note date, Meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the Meter, the nature of the problem and the date it was corrected.
- i. Keep the pay stations supplied with paper for receipts to ensure there is no down time.

- j. The AWARDED VENDOR shall utilize its own equipment to provide meter maintenance
- k. The AWARDED VENDOR will be liable for any lost, stolen, unaccounted for or damaged equipment that is the property of the City.

10. Safety

The AWARDED VENDOR must take adequate steps to ensure the safety and security of all personnel and property, and shall provide training and employ all responsible safety precautions and devices in connection with providing these services.

11. Special Events

When special events are scheduled at the City Springs facilities the AWARDED VENDOR may be required to make rate changes, operational changes and staffing changes. These events include, but are not limited to, concerts, festivals, outdoor events, holiday events, weather emergencies, large public or private gatherings, etc. AWARDED VENDOR will focus on customer service oriented employees as they create the first and last impression on guests arriving and leaving the City Springs facilities. AWARDED VENDOR will coordinate and take reasonable direction from Spectra regarding the appropriate staffing and operational plans for any and all events.

Should cash be accepted by staff in addition to electronic payments as part of the City's approved parking plan, all employees of AWARDED VENDOR who will be handling cash will have successfully cleared the appropriate background and/or credit checks as required by the City of Sandy Springs. AWARDED VENDOR will be responsible for any cost for the background and/or credit checks for any and all employees. AWARDED VENDOR agrees to comply with the rules and regulations set forth by the City or its representatives with respect to cash handling procedures and the "counting in" and "counting out" methods that are made part of the facility's operating manual.

AWARDED VENDOR will provide, at their own cost, any and all supplies, hardware, equipment, temporary static and/or digital signage, parking cones, etc. in order to properly and efficiently manage the Special Event parking operations in a 1st class fashion.

AWARDED VENDOR will be encouraged to work with the City of Sandy Springs, Spectra and other key stakeholders on various co-promotional opportunities such as advertising of upcoming events on receipts or providing discount coupons for food/beverage service at the City Bar or other restaurants.

To the extent allowable by law, AWARDED VENDOR shall share any and all customer information with Spectra and City of Sandy Springs that it obtains through the course of its duties and obligations.

12. Additional Services

- a. Change AWARDED VENDOR procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.
- b. Review City ordinances to ensure that they are appropriately reinforcing the desired outcome. Provide the City with recommendations if any ordinances are creating a negative impact to the parking program.
- c. While on patrol, instruct employees to pick up visual litter in the parking area and address spillage from vehicles, and inform Municipal Services if the volume or problem exceeds their ability.
- d. Weekend and special event parking enforcement should focus on ticketing violations such as obstructing traffic, parking in a no parking zone, obstructing fire hydrants, and arranging for towing of illegally parked vehicles when specifically requested by the City.
- e. The AWARDED VENDOR is responsible for providing temporary signage and bagging meters on a timely basis to alert the public to special event and other temporary or permanent changes in available on street parking spaces. (Also utilize digital signage message boards if applicable).
- f. Every parking Meter shall be cleared/balanced at least weekly or more often, depending on parking volumes.
- g. At least annually, evaluate the parking rates and provide recommendations for rate changes to the City.
- h. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.

In addition to the City Springs Parking Management Services, the City may request the AWARDED VENDOR to assist with the design, construction and/or operation of any future parking structures.

13. City's Flexibility

- a. The City may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- b. The City retains the right to define the hours of enforcement.
- c. Equipment & supplies paid for by City, or for which the City reimburses the successful AWARDED VENDOR, shall become property of the City.

14. Reimbursable Operating Expenses

The City will reimburse the AWARDED VENDOR for all approved expenses as determined by the City. The Awarded Vendor will be expected to submit a monthly expense report and include acceptable documentation for expenses. The City agrees to reimburse actual expenses with no surcharges. To this end, the AWARDED VENDOR is to include in its proposal the following costs:

- a. The fully loaded hourly rate for enforcement personnel and the number of hours proposed per month. The hourly rate times the hours per month times twelve months will be the annual enforcement cost.

- b. The fully loaded hourly rate and number of hours per month for collection services for all meters and pay stations.
- c. The fully loaded hourly rate and the number of hours per month to maintain meters and parking facilities
- d. A five-year capital expenditure plan for expenses the AWARDED VENDOR will be requesting for reimbursements.

15. Annual Budget Process

By the March 1st of each year after this contract is executed, the AWARDED VENDOR shall submit a detailed budget outlining all anticipated expenses and revenue for the following fiscal year. For budget preparation and reporting purposes, the AWARDED VENDOR shall follow the City's fiscal year, which starts July 1 and ends June 30. If the contract starts in November 2016, the first year will be a phased in approach – included start-up cost / prorated annual budget to reflect the annual cost.

16. Cost of Service

AWARDED VENDORS have several optional ways of documenting their compensation proposals. Please include a Financial Model. Responses shall include a detailed explanation of the Offeror's desired financial model. A specific exact fee proposal is not desired at this time, only budget and cost estimates. The selected most qualified firm's fee will be negotiated. Offeror should discuss different compensation plans, such as a flat fee to be paid by the City. All possible revenue streams should be included, along with how revenues will be split between the City and the Offeror, as well as how splitting revenues impacts the fees paid by the City.

- a. Management Services Fee: Under this proposal, the AWARDED VENDOR would propose an all-inclusive flat fee for all services provided.
- b. Management Services Fee Plus Reimbursements: Under this proposal, the AWARDED VENDOR would propose a base fee for management services and document the AWARDED VENDOR's direct operating expenses that would be 100% reimbursed.

In both pricing options, the AWARDED VENDOR may propose an incentive formula based on its ability to increase net operating income to City. The formula must exclude revenue increases that are not attributable to the efforts of the AWARDED VENDOR such as rate increases; City installed pay stations; or increased economic activity from new businesses or visitors to the community.

PLEASE NOTE: Offeror shall propose and include the following in their cost proposal; Parking Management and Enforcement Services, and Parking Citation Management Services. **A specific exact fee proposal is not desired at this time, only budget and cost estimates.** Although price is important, price is not a weighted factor in determining the selected the best overall qualified firm. **(Offeror shall include their cost proposal in a separate sealed envelope identified as cost proposal. The cost proposal should be clearly labeled with the Offeror's name and RFQ #17-001 Parking Management Services. The final cost shall be negotiated based on budgetary and industry standards).**

ADDITIONAL TECHNICAL REQUIREMENTS:

The AWARDED VENDOR is required to have at least three years of experience in parking management services to include:

- a. Citation management
- b. Collections across state lines.
- c. Meter collection.
- d. Meter maintenance – preferred.
- e. Parking Enforcement.
- f. Coordination with special event companies.

(Municipal parking management and operations experience is preferred.)

SECTION 3: PROPOSAL CONTENT AND FORMAT

In order for the City of Sandy Springs to adequately compare and evaluate proposals, all proposals must be submitted in accordance with format detailed in the following pages.

Cover Letter: (One printed page maximum one-sided.) The letter should designate the proposing firm, the business address of where the relationship will be housed, and be signed by authorized company officers. The letter should address the firm's willingness and commitment to provide the proposed services and why the Awarded Vendors believes it should be selected. No pricing information should be included in this section.

Table of Contents: (One-page maximum) Table of Contents should follow the RFQ format.

Company Profile: Please respond to the following sections:

Company Overview: General overview of company, how long the company has been in business, customer service philosophy, and identification of the primary office which will be supporting the City of Sandy Springs.

Experience: Include company's direct experience in servicing public sector clients. Include the number of public agency clients and the types of parking services offered.

Senior Management Profiles: Provide profiles of key members of your local senior management team with-in submitted Organization Chart. Include address, email address and phone numbers for their base offices.

Account Manager Profiles: Provide a profile for the proposed account executive for the City's account. The account manager must be based in Metropolitan Atlanta.

References: Include three references. Utilize the sample client authorization letter sheet provided in Exhibit E.

Software Capability: Describe the equipment/ meters and software to collect parking data and

collections.

Service Enhancements: Based upon information presented in this RFQ and your company's knowledge of the public parking industry, describe any enhancements, technological or otherwise, that the City should consider to improve operational or management efficiencies.

Assigned Personnel: Provide the names and job titles of the members of the implementation team and their respective roles. Include an organizational chart, which shows the reporting lines up to senior management. **These designed personnel must be capable of performing their assigned duties as early as November 2016, with wrapping up with remaining personnel by 2017.**

Conflict of Interest Policy: Provide a copy of the proponent's conflict of interest policy.

Financial Statements: Provide three (3) years of audited financial statements. Offeror's are welcome to mark this information Confidential. (Does not count toward total page number.)

Other Items: Items included in the Scope of Services Section 2 of this RFQ should be addressed in Offeror's proposal.

Pricing: Provide your Cost Proposal, including your Financial Model to finance needed parking meters and equipment. Offeror shall include their cost proposal in a separate sealed envelope clearly identified as the Cost Proposal. The cost proposal should be clearly labeled with the Offeror's name and RFQ #17-001 Parking Management Services.

Cost Proposal: Offeror shall propose and include the following in their cost proposal; Parking Management and Enforcement Services, and Parking Citation Management Services. A specific exact fee proposal is not desired at this time, only budget and cost estimates. Although price is important, price is not a weighted factor in determining the selected the best overall qualified firm. The final cost shall be negotiated based on budgetary and industry standards

Financial Model: Included with the Cost Proposal. Responses shall include a detailed explanation of the Offeror's desired financial model. Offeror should discuss different compensation plans, such as a flat fee to be paid by the City. All possible revenue streams should be included, along with how revenues will be split between the City and the Offeror, as well as how splitting revenues impacts the fees paid by the City.

SECTION 4: SUBMISSION OF RESPONSE

Each Response to this RFQ shall address the elements described in the Scope of Services (Section 2) and Contents of Response-including questions (Section 3). The Offeror shall describe its approach and experience in each area.

Responses shall be as succinct as possible while completely providing all requested information. Responses should be kept to a maximum of forty (40) one sided pages not including required forms or certifications. All responses shall be printed on single sided 8-1/2" X 11" in size or folded

to such a size. Font shall be 11 point or larger.

All Responses must be in writing delivered to:

City of Sandy Springs
Purchasing Office
7840 Roswell Rd. Building 500
Sandy Springs, GA 30350

All Responses must be presented in a sealed opaque package with the following language clearly marked on the outside of the package:

“RFQ #17-001 – Parking Management Services”

The name and address of the Offeror must also clearly be marked on the outside of the package.

Include one (1) original Response clearly marked “Original”, five (5) hard copies, and one digital copy in PDF format saved to a CD or USB flash drive.

Important – Include the cost proposal in a separate sealed envelope identified as Cost Proposal RFQ# 17-001 Parking Management Services. **Do NOT include the cost proposal in the same envelope with the Qualifications/Responses.** Although pricing is important, pricing will not be a determining factor to select the best qualified Offeror, please provide your cost proposal in a separate sealed envelope. The selected best qualified Offeror price/cost proposal shall be negotiate to meet budget constraints and industry standards.

Submittals are due no later than **3:00 p.m., September 30, 2016**. Submissions received after this date and time or at any other location cannot be accepted or considered.

The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.) It is the sole responsibility of the Offeror to submit its Response before the deadline.

Electronic and facsimile submittals will not be accepted.

SECTION 5: PRE SUBMITTAL INQUIRIES

A question and answer period has been established. All inquiries must be delivered in writing (e-mail to ningram@sandyspringsga.gov) no later than **5:00 PM EDT, September 2, 2016**. After this date, questions may not be answered. Requests for information and questions must be submitted by email to: Nesby Ingram, Purchasing Manager at ningram@sandyspringsga.gov.

Responses to questions and any additional information relating to this RFQ will be posted to the City’s website <http://www.sandyspringsga.org/business/doing-business-with-the-City/bidding-opportunities>. Informal verbal communications, or communications by any person other than the Purchasing Manager named in this RFQ shall be considered unofficial and the City shall have no responsibility to verify any information that is not contained in this RFQ or future addenda.

Please check the website regularly for updates and addenda.

SECTION 6: GENERAL EVALUATION PROCESS AND CRITERIA

A. General Information

The RFQ will enable the City to gather additional information and identify one or more qualified firms to perform the services described in the Scope of Services. The City will conduct a comprehensive, fair and impartial evaluation of all Responses received. An evaluation team will be established by the City to evaluate the Responses ("Evaluation Committee"). The Evaluation Committee may invite the most qualified Offerors to interview; however, the City retains the right to select only one Offeror and negotiate a contract. The City may also determine that no qualified Responses have been received and reject all Responses.

B. Interviews

At the City's discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFQ, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Selected Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information received by the Evaluation Committee subsequent to the Offeror's Response will be used to further evaluate the short-listed Offerors to determine a rank-order. Final approval of a selected Offeror is subject to the City's Purchasing Policies.

C. Past Performance – References

The City, at its discretion, may review past performance of the Offeror. Exhibit E of this RFQ is a sample client authorization letter. Offeror shall include three reference projects from the past three to five years. Projects shall be a scope similar to the project outlined in this RFQ. One reference should be a public agency.

References should include the following: Name of the organization, contact information including contact name, address, email address and telephone number; description of the project; brief summary of services provided and period of performance. The sample reference letter shall be prepared on the Offeror's letterhead, addressed to the contact at the reference, signed by the Offeror and included with the submittal.

D. Negotiation and Best and Final Offer (as applicable)

1. If the City deems it is in its best interest to retain the services of one or more Offerors, the City reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for

overhead and profit on subcontractors, a “not to exceed” contract amount, as well as any other items the City deems appropriate.

2. If negotiations are successful, the City and the highest ranking Offeror will enter into an agreement to develop the services as outlined in this RFQ. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with other Offeror(s).

3. Qualified firms submitting Responses will be required to submit financial statements for a minimum of three recording periods prior to contract award.

4. Separate meetings with more than one Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.

5. Offerors submitting Responses should be aware that the Evaluation Committee has sole discretion to determine what constitutes the “best qualified offer” for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

E. Evaluation Criteria

The evaluation criteria will include the following:

1. Experience of Assigned Personnel: The credentials and experience of the person(s) assigned to our relationship and the Offeror’s management team.
2. Experience with a Similar Entity: Experience with other governments and organizations of similar size.
3. Innovative Products and Services: The Offeror’s understanding of the City’s Parking needs and goals, while recommending the ultimate solution, including parking equipment/meters and integrating new technologies and efficiencies to improve current industry practices and procedures.
4. Methodology and Proposed Parking Solution/Plan: Explain your operation management plan/strategy and your ability to offer the City elite parking management services.
5. Customer Service: The Offeror’s ability to provide the City superior customer service.
6. Financial Strength and Business Stability

PARKING MANAGEMENT QUALIFICATION RFQ/SCORING

Qualifications will be evaluated and scored based upon the following categories:

A.	Technical Qualifications & Requirements	
	a. Experience of Assigned Personnel	20 points
	b. Experience with a Similar Entity	20 points
	c. Innovative Products and Services	15 points
	d. Methodology and Proposed Parking Solution/Plan	25 points
	e. Customer Service	10 points
	f. <u>Financial Stability</u>	<u>10 points</u>
	TOTAL	100 points

SECTION 7: SCHEDULE OF EVENTS

- Advertisement - August 10 and August 17, 2016
- **Mandatory Pre-Submittal Conference – August 25, 2016; 10:00 a.m.**
- Deadline for Questions - September 2, 2016; 5:00 pm
- Publication of Questions and Answers to the City's website – September 16, 2016
- Qualifications/Submittals Due – September 30, 2016; 3:00 p.m.
- Evaluations – Week of October 3, 2016 (Tentative)
- Interviews – Week of October 10, 2016 (Tentative, if required)

SECTION 8: TERMS AND CONDITIONS

All Responses and supporting materials as well as correspondence relating to this RFQ become property of the City when received. Any proprietary information contained in the Response should be so indicated; however, a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply:

- A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton City ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.
- B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
- C. No Response shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
- D. The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFQ.
- E. From the date this RFQ is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Nesby Ingram, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Nesby Ingram, Purchasing Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350
ningram@sandyspringsga.gov

F. The costs for developing and delivering Responses to this RFQ and any subsequent presentations of the Response as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of its Response.

G. While the City has every intention to make an award as a result of this solicitation, issuance of the RFQ in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFQ at any time. A notice of cancellation will be issued. If the RFQ is cancelled, the City will not reimburse any Offeror for preparation of its Response. Responses may be returned upon request if unopened;

2. Reject any or all Responses received, make a contract award based directly on the Responses received in the best interest of the City, in its sole discretion, or enter into further discussions with one or more Offerors;

3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any Response;

4. Make partial award or no award if it is in the best interest of the City to do so; and

5. Terminate any contract if the City determines adequate funds are not available.

H. Contract Term: The term of the contract will be a three (3) year term with two (2) one-year options to renew contingent upon annual appropriations of funds by the City of Sandy Springs Mayor and City Council. The contract will terminate at the close of each fiscal year, but will automatically renewed absent any positive action by the City.

I. Subcontractors: The highest-scored Offeror will be the prime contractor, if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Offeror's proposal. The City of Sandy Springs reserves the right to approve all subcontractors. The Awarded Vendor shall be responsible to the City of Sandy Springs for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFQ shall create any contractual relationships between any subcontractor and the City of Sandy Springs.

J. Invoicing and Payment: The City of Sandy Springs agrees to pay the Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of work and acceptance of the items, the

Offeror shall submit an invoice detailing the appropriate charges as currently allowed. Invoices shall be submitted electronically to: *contact will be provided upon award*. Upon receipt of invoice and inspection and acceptance of the project work, the City of Sandy Springs will render payment. All such invoices will be paid within thirty (30) days by the City of Sandy Springs unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

K. Miscellaneous: In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed. The onsite delivery address is:

Director of Finance
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

No freight or postage charges will be paid by the City of Sandy Springs unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site.

SECTION 9: MODEL CONTRACT INFORMATION

The form of contract ("Model Contract") the City intends to execute with the selected Offeror is included in this RFQ as Exhibit J. Offerors are urged to read this Model Contract carefully prior to submitting a Proposal.

In general, the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFQ. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a Proposal should not be submitted. **(Due to the complex nature of this procurement, the City may consider the Awarded Vendor's sample contract. The Awarded Vendor may submit a sample copy of their contract that the Awarded Vendor would like the City to consider. The sample contract shall not count against the requested number of pages).**

The City may deem any Proposal containing contract changes or exceptions non-responsive and reject the Proposal.

This RFQ document, together with its addenda, amendments, attachments, modifications, Offeror's Proposal, including any amendments, a "best and final offer," and any clarification question responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this RFQ. Questions received after this date and time may not be answered.

Prior to award, the apparent selected Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the Qualifications may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFQ prior to the execution of a formal written contract (based on the Model Contract) by the City and Offeror. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award.

The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Offeror in the foregoing Response; that _____, who signed said Response in behalf of the Offeror, was then (title) _____ of said company; that said Response was duly signed for and in behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This _____ day of _____, 2016.

(Signature)

(Seal)

Corporate Name: _____

d/b/a _____

SECTION 10: EXHIBITS

- EXHIBIT A: CERTIFICATION OF CONSULTANT – DRUG-FREE WORKPLACE
- EXHIBIT B: CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)
- EXHIBIT C: AFFIDAVIT VERIFYING STATUS FOR City PUBLIC BENEFIT APPLICATION
- EXHIBIT D: CERTIFICATION OF CONTRACTOR - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
- EXHIBIT E: SAMPLE CLIENT AUTHORIZATION LETTER
- EXHIBIT F: INSURANCE REQUIREMENTS
- EXHIBIT G: CITY SPRINGS PARKING PLAN LAYOUT
- EXHIBIT H: CITY SPRINGS PARKING INFORMATION
- EXHIBIT I: MODEL CONTRACT

**EXHIBIT A
CERTIFICATION OF CONSULTANT
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of _____ (“Consultant”), whose address is _____ and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Consultant’s employees during the performance of the Agreement; and
- (3) Each subcontractor hired by Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Consultant shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Consultant, _____ certifies to Consultant that a drug-free workplace will be provided for the subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: _____

Signature: _____

Title: _____

EXHIBIT B
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 Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for 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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT C
AFFIDAVIT VERIFYING STATUS FOR City PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

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

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT D
CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

**EXHIBIT E
SAMPLE CLIENT AUTHORIZATION LETTER**

Offeror's Name
Offeror's Address
City, State Zip

Date: _____

Client name
Client address
City, State Zip

Dear: _____

Our firm Offeror's Name is currently responding to the City of Sandy Spring Request for Qualifications # 17-001 Parking Management Services. We would like to use project name where our organizations worked together as one of our firm's references.

This letter authorizes your organization to discuss our firm and the Project with the City of Sandy Springs and their representatives.

Thank you for your support.

Sincerely;

EXHIBIT F

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers. Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.



EXHIBIT G
CITY SPRINGS PARKING PLAN LAYOUT

**EXHIBIT H
CITY SPRINGS PARKING INFORMATION**

CITY CENTER PARKING EVALUATION

3/24/15

Background:

The City of Sandy Springs commissioned Kimley-Horn and Associates in 2013 to conduct a study of a portion of the City Center Master Plan that included the City Center. The report addressed the following:

- Evaluate and analyze existing parking conditions in the study area
- Review future on- and off-street parking system operations.
- Recommend future operational strategies for the on- and off-street parking system.
- Recommend the number of parking spaces proposed for each of the planned garages in the Core City Area bounded by Johnson Ferry Road, Roswell Road, Sandy Springs Circle and Mount Vernon Highway
- Review the on- and off-street parking recommendations for the “Fringe Areas” contained in the Sandy Springs City Center Master Plan and provide recommendations relative to parking demand and supply.
- Provide schematic plans for parking garages in Block “B” and Block “G”; parking areas under the City Administrative Building (Block “C”) and under the proposed city park (Block “D”). See sketches below.





In a January 2014 Council Retreat, THE City Council was presented the findings of the study. In summary the study identified peak hour parking space needs of **1310 spaces** based on the knowledge of the core area usage that includes the current City Center Development area.

Rosser International was selected in April of 2014 to be the City Center architect. Together with JB+A planning and landscape architects, multiple program and site alternatives were investigated for City Center.

In July 2014, City Council approved a building and site Program and Budget that included an approximate 48,000 GSF meeting space and an approximate 1000 seat Performing Arts Center. After additional design study, an updated site plan and amended program was approved in September 2014. This converted the meeting facility into a smaller meeting space component and a Studio Theatre.

- Kimley-Horn was re-engaged to adjust the parking evaluations to correspond with the September 2014 site plans and building programs. This revised draft report was submitted on September 30, 2014. An executive summary of the parking demand assumptions, findings and recommendations was issued as a technical memorandum in October 2014 (see report A following).

In mid-October 2014 Forrest Hibbard joined the City Center design team as the parking consultant to assist in the programming and design of the parking facilities as the design continued to be developed.

As a result of additional City Center building program changes, Kimley-Horn was again re-engaged in January 2015 to update the parking demands and summary tables to reflect increases in PAC seating, the inclusion of a 20,000 square foot office floor and clarifications of the housing requirements. The revised Kimley-Horn parking demands and tables were provided on January 28, 2015 (see report B following).

Forrest Hibbard created an overview Matrix on January 29, 2015, to provide an "at a glance" comparison of the variations in projected parking demands for City Center from the previous analysis. Most recently, Mr. Hibbard amended this comparison on February 23, 2015 to reflect a reduction in the PAC seating capacity (see report C following). The analysis and data from these three reports is described below.

Parking Studies and Analysis:

- **Report A** - Parking Demand Study / Analysis by Kimley-Horn of September 30, 2014 and Technical Memorandum Executive Summary by Kimley-Horn of October 2014
 - Weekday and Weekend parking demands in the September 30, 2014 report take into account the following City Center proposed program requirements:
 - Performing Arts Center – 1,000 seats
 - Meeting Space – 13,700 sq. ft.
 - City Office – 84,503 sq. ft., plus parking for 50 City Fleet Vehicles
 - Leasable Floor – N/A
 - Residential – 191 units
 - Retail – 12,000 sq. ft.
 - Restaurant – 24,950 sq. ft.
 - Festival – 500 attendance
 - October 2014 Technical Memorandum summarizes peak period parking demands for five modeled potential daily and special event scenarios
 - Scenario 1: Typical day operations, with no special events
 - Scenario 2: Typical day, plus events at the Family Theater and Meeting Space
 - Scenario 3: Typical day, plus a day time event at the Performing Arts Center
 - Scenario 4: Typical day, plus an evening event at the Performing Arts Center
 - Scenario 5: Typical day, plus a day time festival on the City Green, a day time Corporate Event in the Family Theater/Meeting Space and a day time event at the Performing Arts Center

The following tables summarize the afore mentioned scenarios for both weekly and weekend use:

Table 4 – Scenario Summary, Weekday

Sandy Springs Results																					
Weekday																					
Scenario	Peak Hr.	Peak Month	Office		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		Residential - Owned		Performing Arts Center		Family Theater		Festival		Total Demand
			Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	
Typical Day	1PM	Dec.	286	11	8	60	41	125	12	75	147	5	8	0	-	-	-	-	-	-	758
Family Theater/Meeting Space	1PM	Nov.	286	11	7	43	41	116	12	69	184	5	8	0	-	-	52	575	-	-	1389
Day Event at PAC	1PM	Dec.	286	11	8	60	41	125	12	75	184	5	8	0	70	300	-	-	-	-	1185
Night Event at PAC	8PM	Nov.	21	0	7	39	46	166	11	66	257	27	12	1	70	300	-	-	-	-	1023
Festival, Corporate Event, Family Theatre/Meeting Space, and PAC Event	1PM	Nov.	286	11	7	43	41	116	12	69	184	5	8	0	70	270	34	374	40	180	1730

Table 5 – Scenario Summary, Weekend

Sandy Springs Results																					
Weekend																					
Zones	Peak Hr.	Peak Month	Office		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		Residential - Owned		Performing Arts Center		Family Theater		Festival		Total Demand
			Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	Employee/Residential	Patron/Visitor	
Typical Day	7PM	Dec.	-	-	8	45	50	158	18	58	204	27	12	1	-	-	-	-	-	-	581
Family Theater/Meeting Space	5PM	Nov.	3	0	9	39	50	93	18	46	223	11	10	0	-	-	36	575	-	-	1113
Day Event at PAC	1PM	Dec.	24	2	10	57	38	91	19	71	184	5	8	0	70	330	-	-	-	-	909
Night Event at PAC	8PM	Nov.	-	-	8	39	50	166	18	54	257	27	12	1	70	330	-	-	-	-	1032
Festival, Corporate Event, Family Theatre/Meeting Space, and PAC Event	1PM	Nov.	24	2	9	39	38	85	19	66	184	5	8	0	70	297	34	374	40	180	1474

October 2014 City Center Parking Recommendations, based on Report A Findings

To summarize Kimley-Horn’s October 2014 Executive Summary, a 1,100 parking space supply was recommended to meet the parking needs for the majority of typical, scenarios at the City Center operations. This scenario reflects an anticipated 85 percentile of peak parking demand—the level of parking activity that occurs frequently enough to justify providing a certain number of parking spaces. This percentile of peak parking demand is recommended practice by the Urban Land Institute and the National Parking Association. In layman's terms it is "not designing the church parking lot for Easter Sunday attendance". If simultaneous events are programmed during a weekday in the Family Theater and Meeting space and/or the Performing Arts Center, active parking management would be necessary to accommodate the parking demand.

The October 2014 parking report noted that City Center weekday parking demands are projected to be typically higher than weekend demands – the exception being a weekend evening event at the Performing Arts Center. Taking the afore mentioned into account, it was recommended that the scenario including the weekend Nighttime PAC event be used as the basis for design. In that scenario the projected demand is **1,032** parking spaces. Applying a 105% factor to this demand yields a recommended parking supply of 1,084 vehicles. Therefore, it was recommended a parking supply be provided for approximately **1,100** vehicles.

Please note, a factor of 105% is applied to the projected demand to allow an operational cushion. This cushion provides for capacity when spaces are unavailable due to maintenance, improper parking, and other factors. Visitors typically perceive a parking facility to be “full” when it reaches 90 – 95% capacity.

Report B

In January 2015, a subsequent comparison of the parking demands from the October 2014 parking analysis and parking demands generated identified several program assumptions which appear to have inflated the Report A findings. These influences and associated magnitudes are discussed within the overview of the January 28, 2015 parking demand analysis which follows.

- o Weekday and Weekend parking demands in the January 2015 included the following City Center program requirements:
 - Performing Arts Center – 1,130 seats, an increase of 130 seats
 - Meeting Space – 14,200 sq. ft., an increase of 500 sq. ft.
 - City Office – 86,706 sq. ft., an increase of 2,203 sq. ft.(see footnotes 1, 2 and 3)
 - Leasable Floor – 20,000 sq. ft., an increase of 20,000 sq. ft.
 - Residential – 295units, modeled as 140 units (see footnotes 4, 5 and 6)
 - Retail – 9,940 sq. ft., a decrease of 2,060 sq. ft.
 - Restaurant – 23,585 sq. ft., a decrease of 1,365 sq. ft.
 - Festival – 500 attendance, no change in program

The following table, provided by Kimley-Horn, summarizes updated weekday and weekend scenarios

Sandy Springs Scenario																												
Scenario	Peak	Office (20k)						Retail				Residential		Hotel		Performing Arts Theater		Multi-Theater/Meeting		Festival		Total Parking Demand						
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Bedroom	Value	Employee	Patron	Employee	Patron	Employee	Patron	Employee	Patron	Employee	Patron	Employee	Patron	Total Demand		
Typical Day	2PM	278	22	70	8	7	50	50	102	12	40	147	8	0	0	0	0	0	0	0	0	0	0	0	0	554	224	778
Typical Day with Family Theater and Meeting Space in Use	2PM	278	22	70	8	8	36	58	95	12	37	147	8	0	0	54	596	0	0	0	0	0	0	0	0	607	794	1401
Day Event @ PAC	2PM	278	22	70	8	7	50	50	102	12	40	147	8	79	538	0	0	0	0	0	0	0	0	0	0	633	563	1196
Night Event @ PAC	8PM	20	0	5	0	0	33	43	157	11	63	210	21	79	538	0	0	0	0	0	0	0	0	0	0	374	613	987
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	278	22	70	8	8	36	58	95	12	37	147	8	24	0	54	596	0	0	0	0	0	0	0	0	633	797	1430

Sandy Springs Scenario																												
Scenario	Peak	Office (20k)						Retail				Residential		Hotel		Performing Arts Theater		Multi-Theater/Meeting		Festival		Total Parking Demand						
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Bedroom	Value	Employee	Patron	Employee	Patron	Employee	Patron	Employee	Patron	Employee	Patron	Employee	Patron	Total Demand		
Typical Day	2PM	0	0	0	0	0	36	47	149	17	55	210	21	0	0	0	0	0	0	0	0	0	0	0	0	280	261	541
Typical Day with Family Theater and Meeting Space in Use	12PM	25	3	6	1	7	29	25	73	18	73	210	8	0	0	54	596	0	0	0	0	0	0	0	0	355	779	1134
Day Event @ PAC	1PM	22	3	4	1	8	48	25	84	18	87	210	8	79	538	0	0	0	0	0	0	0	0	0	378	547	925	
Night Event @ PAC	8PM	0	0	0	0	0	33	47	157	17	51	210	21	79	538	0	0	0	0	0	0	0	0	0	0	359	601	960
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	17	3	8	1	7	36	25	84	18	48	210	8	79	304	54	596	0	0	0	0	0	0	0	0	430	808	1238

- o January 2015 Parking demand analysis footnote assumptions and comments
 1. Kimley-Horn assumed a 279 space parking demand for City Government employees, using Urban Land Institute standard parking generation rates.

The City of Sandy Springs has determined that 176 parking spaces will satisfy their specific needs at the new City Government Office, which is

1. 103 spaces fewer than modeled by Kimley-Horn in the January 2015 parking analysis.
2. 50 City Fleet Vehicles, which were included in the October 2014 parking demand projections, are no longer in the City Center parking program, and will be housed elsewhere in Sandy Springs, reducing the January 2015 parking demand.
3. Residential units in the January 2015 analysis have been modeled as 140 rental units at the ratio of 1.5 tenant spaces per unit, which calculates to a peak parking demand of 210 spaces. This value approximates the private developer's stated need that the City provides 209 parking spaces for resident peak parking demands, after 5 pm in the evening during the week and all weekend.
4. The private developer is providing the rest of their residential parking supply in a 234 space parking deck, which will only be accessed by resident tenants.
5. October 2014 parking demand projections were calculated too high for the residential parking demand component in Scenario 4. The summary spreadsheet identifies the weekday and weekend parking demand to be 297 spaces, which is 88 spaces higher than the 209 maximum need by the private developer.
6. Kimley-Horn assumed the same daily and special event conditions for Scenarios 1 through 4 in the January 2015 parking analysis and in the October 2014 analysis. Scenario 5, however, was found to have several inconsistencies in the assumed special event conditions. Rather than having Kimley-Horn's spreadsheet adjusted to reflect Scenario 5's, Forrest Hibbard adjusted to the correct parking demand values in the Overview Matrix below.

The following summarizes the revised, updated recommended parking counts as compared to the previous study.

Parking Demand Report Comparisons Overview Matrix - Jan. 29, 2015	Oct 2014 Weekday	▲	Jan 2015 Weekday		Oct 2014 Weekend	▲	Jan 2015 Weekend	
#1 Typical Day	758 1 p.m.	+20	778 2 p.m.		581 7 p.m.	(38)	543 7 p.m.	
#2 Family Theater Meeting Space	1,389 1 p.m.	+12	1,401 2 p.m.		1,113 5 p.m.	+21	1,134 12 noon	
#3 Day Event at PAC	1,165 1 p.m.	+31	1,196 2 p.m.		909 1 p.m.	+16	925 1 p.m.	
#4 Night Event at PAC	1,029 8 p.m.	(36)	987 8 p.m.		1,032 8 p.m.	(72)	960 8 p.m.	
#5 Day Time Events at Festival, PAC, Family Theater and Meeting Space	1,730 1 p.m.	+174	1,904 2 p.m.		1,474 1 p.m.	+147	1,821 2 p.m.	

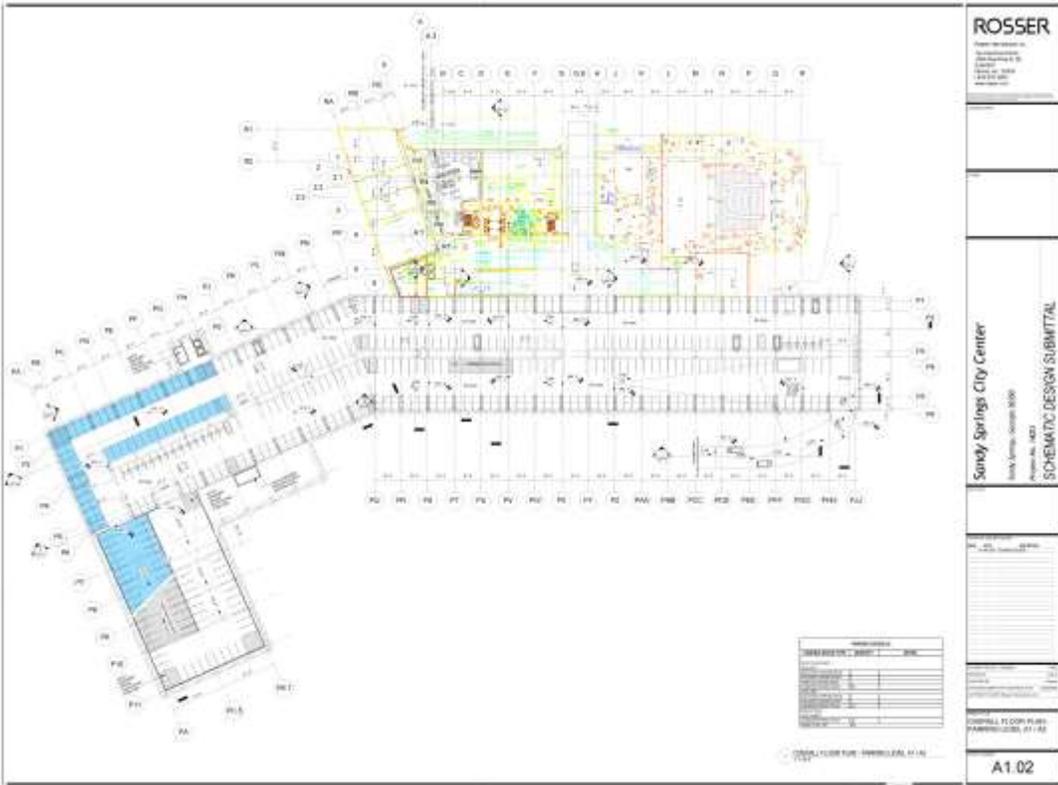
Based on the revised parking demands, a **1,008** space parking supply was determined to be the new target goal for the City Center project. This parking supply strategy is based on satisfying a 960 space parking demand with a 5% operational cushion.

Questions were initially raised about the 82 space reduction (1032 spaces minus 960 spaces) in the City Center parking demand between Reports A and B, especially acknowledging that the PAC has 130 more seats and the 20,000 sq. ft. leasable floor is a program addition. In this regard the October 2014 parking demand assumptions methodology identified higher projections for the City Government Office and Residential components within the previous analysis.

- **Report C** - As the City Center development continued to evolve, the City Center parking consultant updated the weekday and weekend parking demand on February 23, 2015 to take into account the following City Center program requirements:
 - Performing Arts Center – 1,080 seats, a reduction of 50 seats
 - Meeting Space – 14,200 sq. ft., no change
 - City Office – 86,706 sq. ft., modeled at 176 weekday staff (103 space reduction)
 - Leasable Floor – 20,000 sq. ft., no change
 - Residential – 295 units, modeled as 140 units, no change
 - Retail – 9,940 sq. ft., no change
 - Restaurant – 23,585 sq. ft., no change
 - Festival – 500 attendance, no change in program

This February 2015 analysis revised peak period parking demands as follows:

Parking Demand Report Comparisons Overview Matrix - Feb. 23, 2015	Oct 2014 Weekday	Δ	Feb 2015 Weekday		Oct 2014 Weekend	Δ	Feb 2015 Weekend	
#1 Typical Day	758 1 p.m.	(83)	675 2 p.m.		581 7 p.m.	(36)	543 7 p.m.	
#2 Family Theater Meeting Space	1,389 1 p.m.	(91)	1,298 2 p.m.		1,113 5 p.m.	+21	1,134 12 noon	
#3 Day Event at PAC	1,165 1 p.m.	(91)	1,074 2 p.m.		909 1 p.m.	+16	925 1 p.m.	
#4 Night Event at PAC	1,023 8 p.m.	(36)	987 8 p.m.		1,032 8 p.m.	(92)	940 8 p.m.	
#5 Day Time Events at Festival, PAC, Family Theater and Meeting Space	1,730 1 p.m.	+52	1,782 2 p.m.		1,474 1 p.m.	+127	1,601 2 p.m.	



Level A



City Development Parking Ordinance

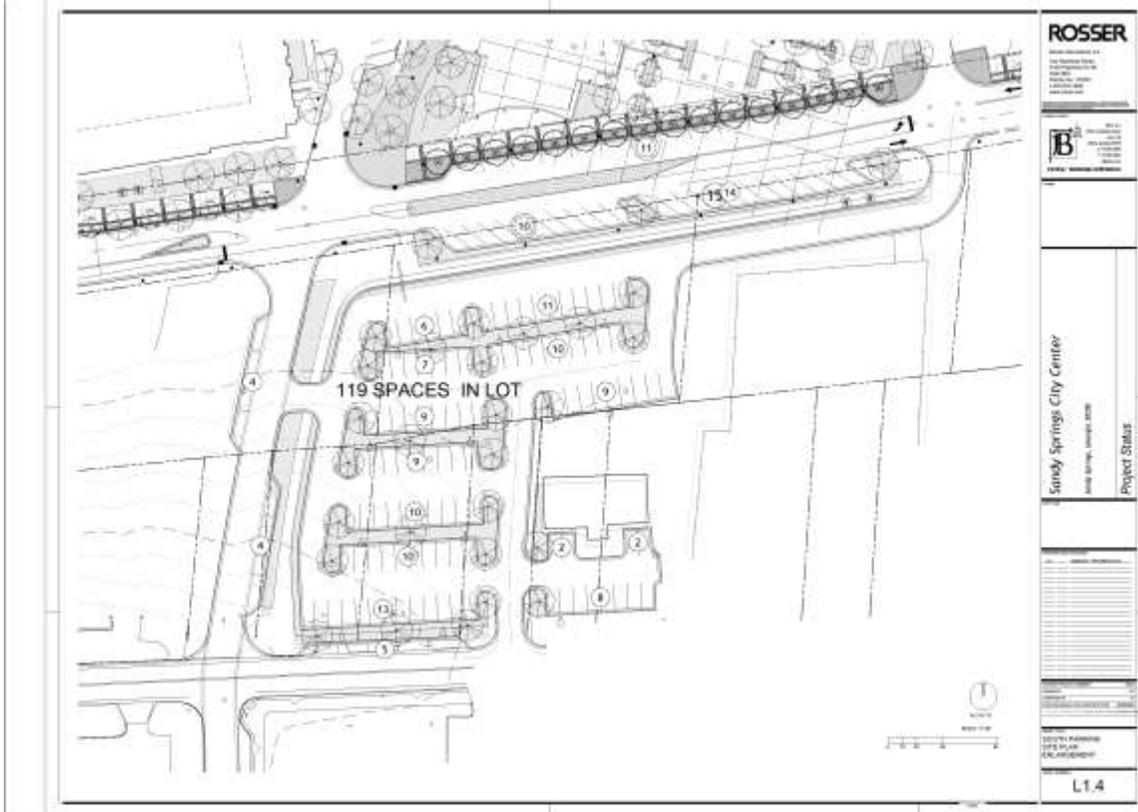
As further information, the following table reflects the parking requirements per the City Ordinance for this site. Please note that the requirements are less than the target 987 parking spaces as outlined in this report.

	Weekdays		Weekends		Nighttime	Min. Required	Code
	6 a.m. - 5 p.m.	5 p.m. - 1 a.m.	6 a.m. - 5 p.m.	5 p.m. - 1 a.m.	1 a.m. - 6 a.m.		
Office	140	140	140	140	140	1 per thousand	Main Street Overlay
Retail	28	28	28	28	28	1.5 per thousand	Main Street Overlay
Restaurant	15	15	15	15	1.5	1.5 per thousand	Main Street Overlay
Studio Theatre*	25	62.5	50	62.5	6.25	1 per 4 mixed seats	18.2.1 & 18.2.2
Performing Arts Center	100	250	200	250	25	1 per 4 mixed seats	18.2.1 & 18.2.2
Residential	295	295	295	295	295	1 per dwelling unit	Main Street Overlay
	603	790.5	728	790.5	495.75		

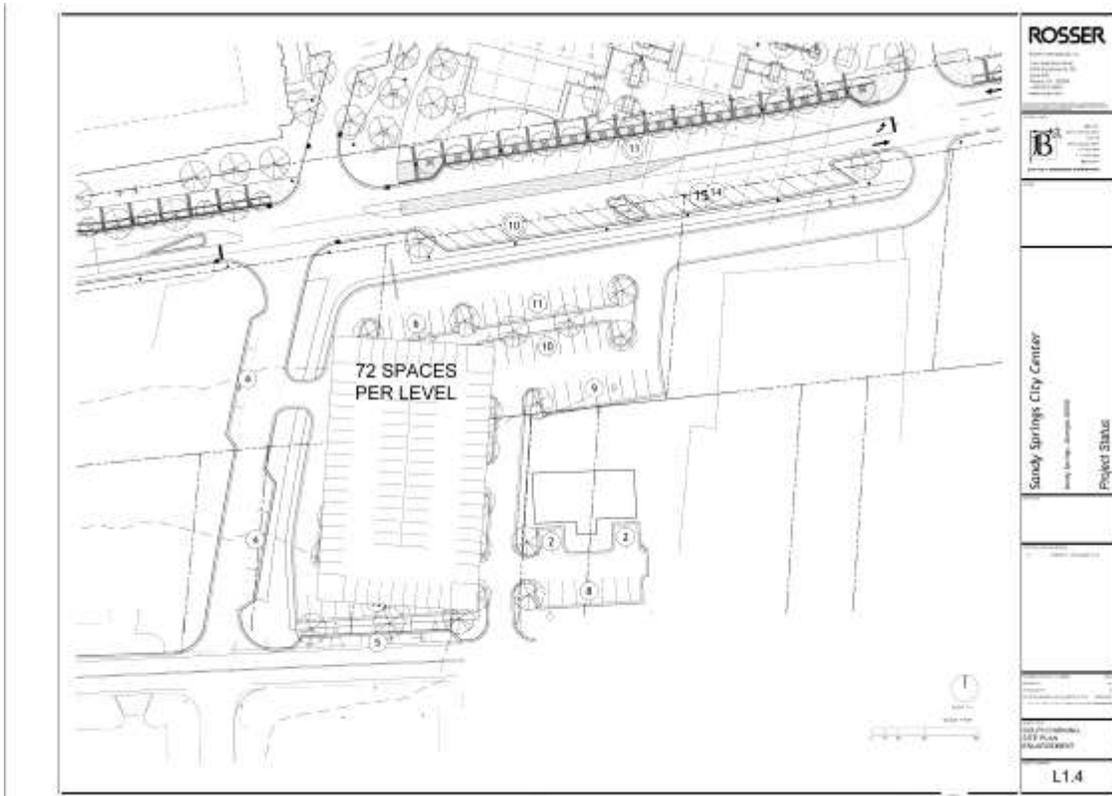
**Calculated using a 250 seats for a sit-down event*

- **Options for the Future**

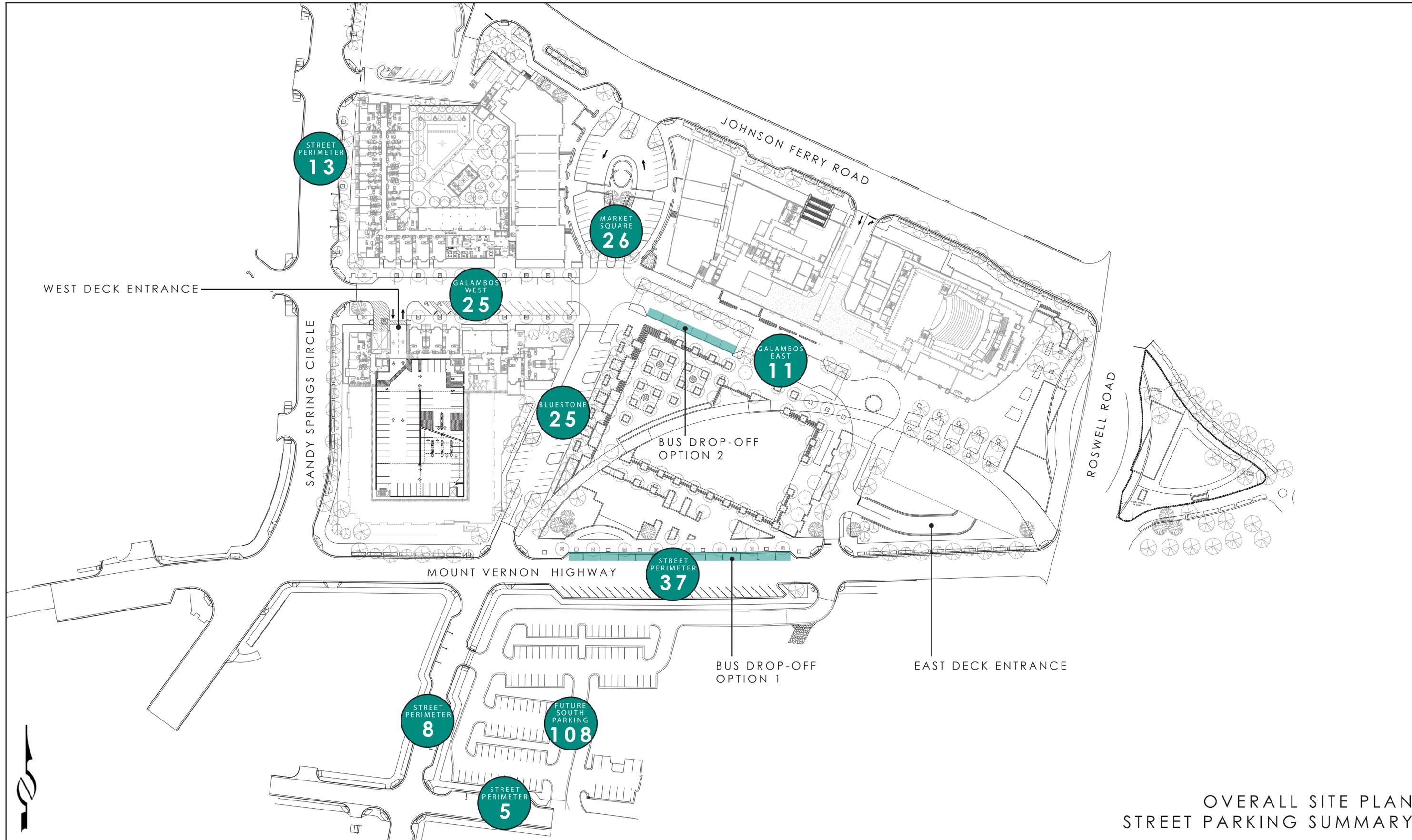
The City of Sandy Springs has the opportunity to increase the amount of parking at City Center, should the need arise in the future, by developing parking to the south of Mount Vernon Highway along Bluestone Road. This expansion could be an on grade (surface), terraced surface parking lot or an elevated parking deck. The on grade parking lot will accommodate 119 cars. The elevated parking deck will accommodate 72 cars per parking level, and the number of levels can then determined to meet potential further needs, should they arrive. (See sketches below)



Surface Parking or Terrace Parking



Surface Parking with Parking Deck



OVERALL SITE PLAN
STREET PARKING SUMMARY

CITY SPRINGS
SANDY SPRINGS, GEORGIA

RESIDENTIAL PROJECT

CIVIC PROJECT

PARKING DESIGNATIONS

- METERED PARKING
- VALET/METERED PARKING
- DEDICATED RESIDENTIAL
- FUTURE RESIDENT
- SHARED RESIDENTIAL
- SHORT-TERM PARKING
- EMPLOYEE PARKING
- PUBLIC ADA PARKING

NOTE:
STREET AND PRECAST DECK
PARKING INDICATED WITH
DOTS.

CAST-IN-PLACE PARKING
INDICATED WITH SOLID FILLS.

MISC. DESIGNATIONS

- RETAIL SPACE
- SHUTTLE STAIR/ELEV.
- VALET STANDS

SUMMARY OF STREET PARKING:

METERED PARKING:	73
VALET/METERED PARKING:	7
FUTURE RESIDENT:	4
PUBLIC ADA PARKING:	3
TOTAL STREET PARKING:	87
TOTAL C.I.P. PARKING:	610
TOTAL PRECAST PARKING:	373

ENLARGED SITE PLAN



Sandy Springs City Center - Updated Parking Summary

14-015

3/15/2016

DECK PARKING

	P2 - CIP Deck	P2 - Precast	P1 - CIP Deck	P1 - Precast	L1 - Precast	L2 - Precast	L3 - Precast	L4 - Precast	TOTALS
Valet/Metered	0	0	0	8	51	0	0	0	59
Dedicated Residential	0	0	0	0	12	74	74	73	233
Shared Residential	82	35	43	45	0	0	0	0	205
Short-Term Public	0	0	279	0	1	0	0	0	280
Employee/Public	204	0	0	0	0	0	0	0	204
TOTALS	286	35	322	53	64	74	74	73	981

ON-SITE STREET PARKING

	Market Square	GalambosWest	GalambosEast	Bluestone	TOTALS
Metered Public	26	11	11	25	73
Valet/Metered	0	7	0	0	7
Future Resident	0	4	0	0	4
Public ADA	0	3	0	0	3
TOTALS	26	25	11	25	87

SUMMARY

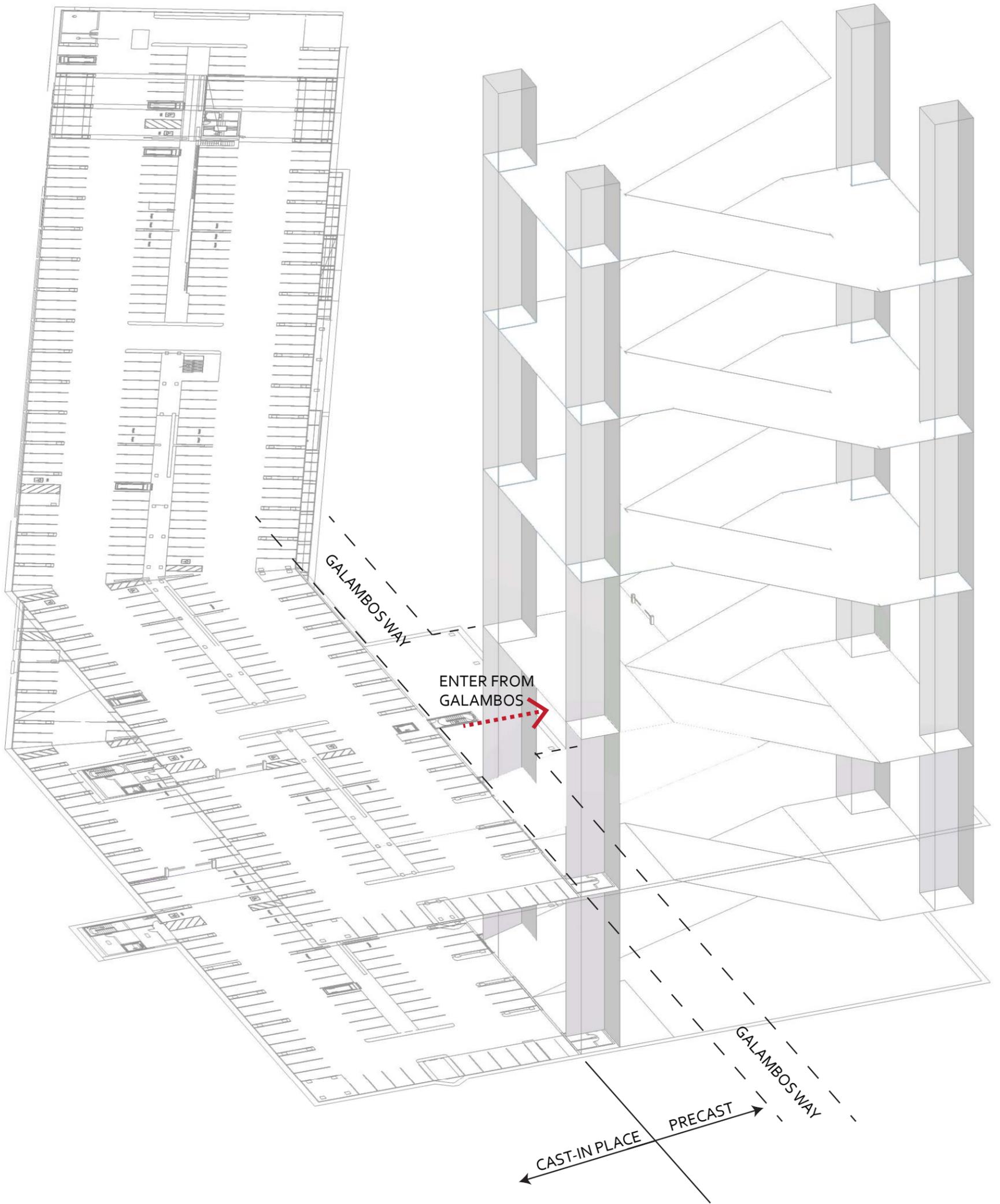
CIP PARKING	608
PUBLIC PRECAST	140
ON-SITE STREET	87
PERIMETER STREET	63
FUTURE SOUTH	108
PUBLIC PARKING	1006

RESIDENTIAL PRECAST	233
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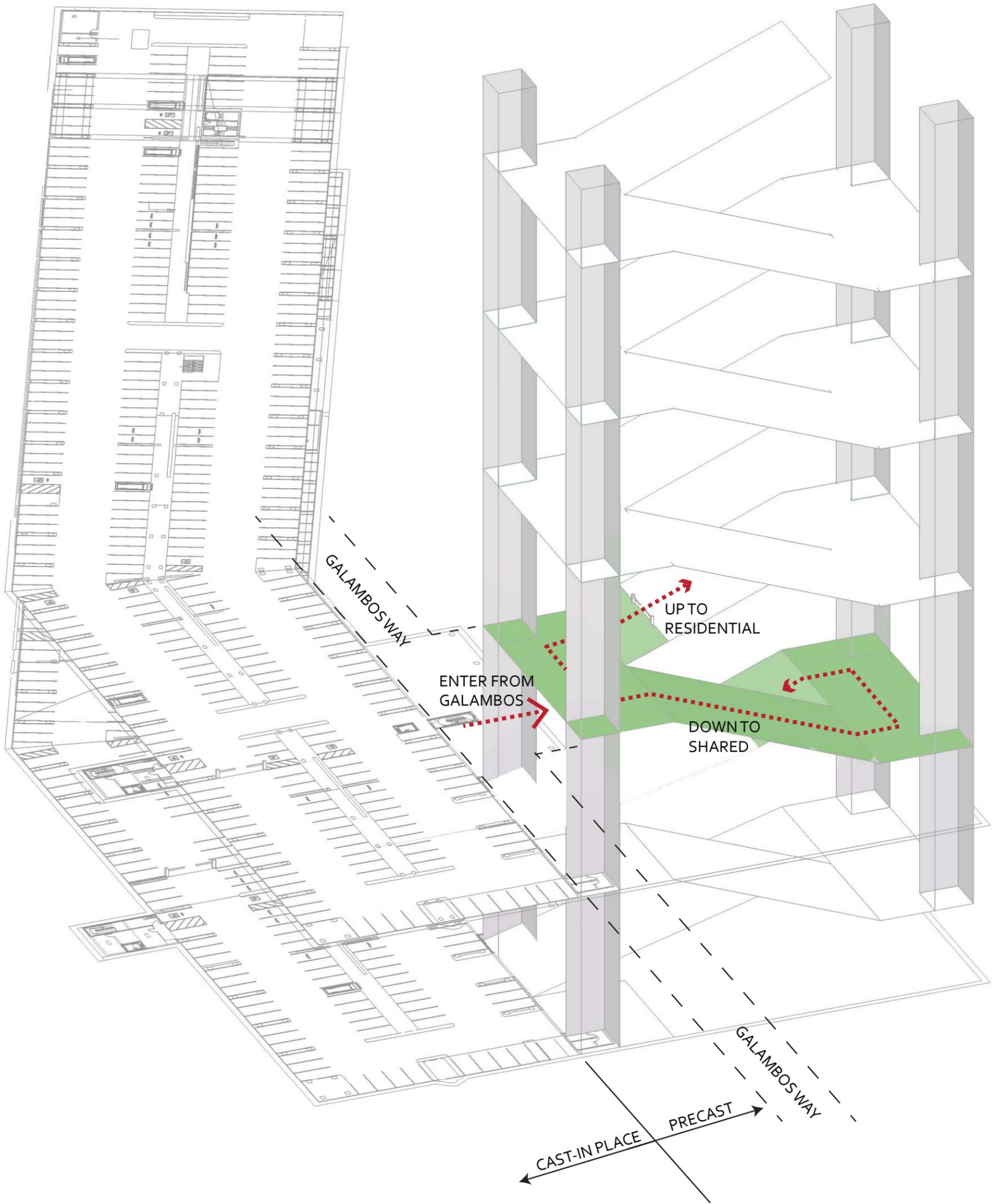
TOTAL PROJECT PARKING	1239
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PARKING DESIGNATIONS

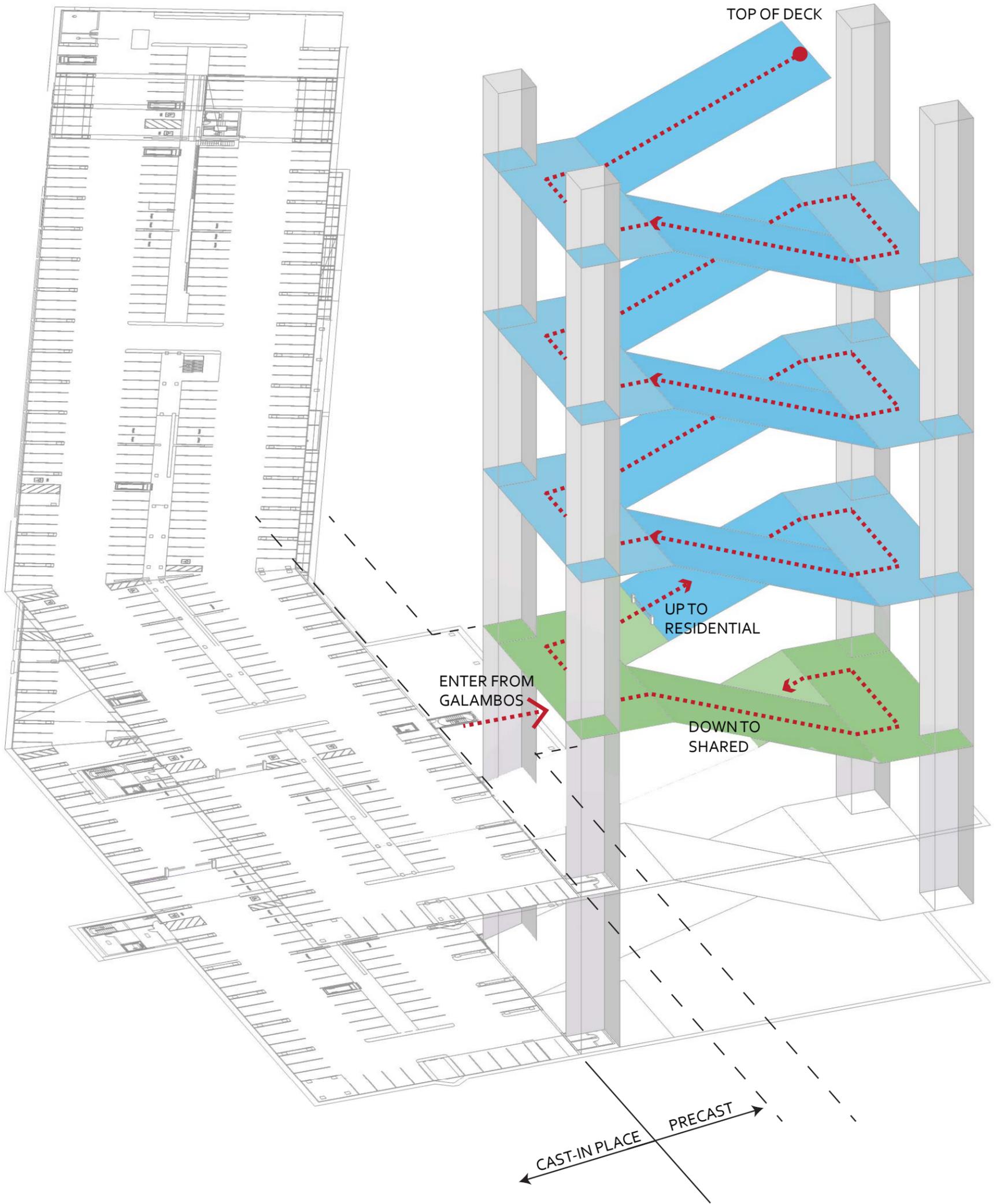
- METERED PARKING
- VALET/METERED PARKING
- DEDICATED RESIDENTIAL
- FUTURE RESIDENT
- SHARED RESIDENTIAL
- SHORT-TERM PARKING
- EMPLOYEE PARKING
- PUBLIC ADA PARKING



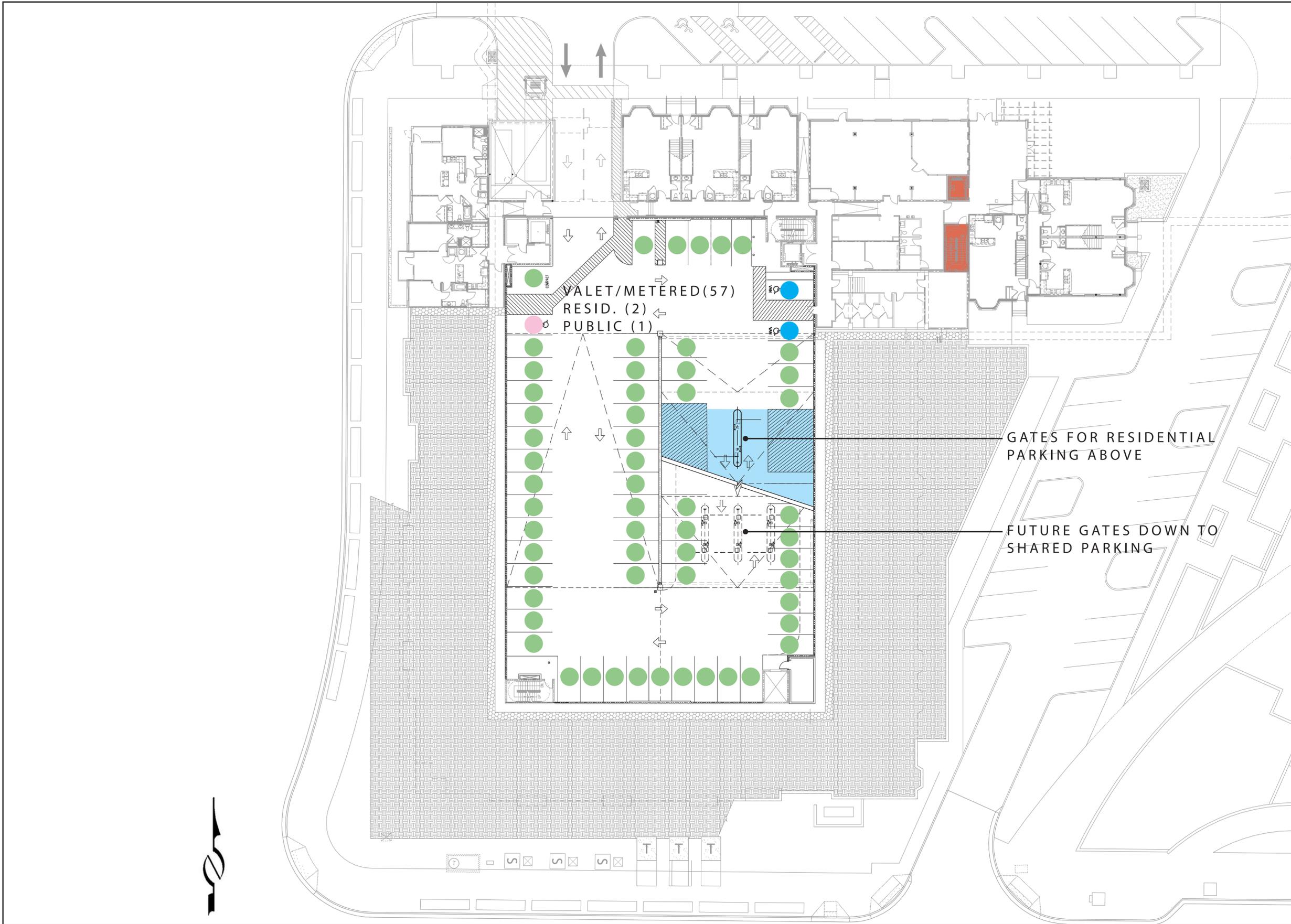
ISOMETRIC DIAGRAM OF PARKING DECK



ISOMETRIC DIAGRAM OF PARKING DECK



ISOMETRIC DIAGRAM OF PARKING DECK



PARKING DESIGNATIONS

- METERED PARKING
- VALET/METERED PARKING
- DEDICATED RESIDENTIAL
- FUTURE RESIDENT
- SHARED RESIDENTIAL
- SHORT-TERM PARKING
- EMPLOYEE PARKING
- PUBLIC ADA PARKING

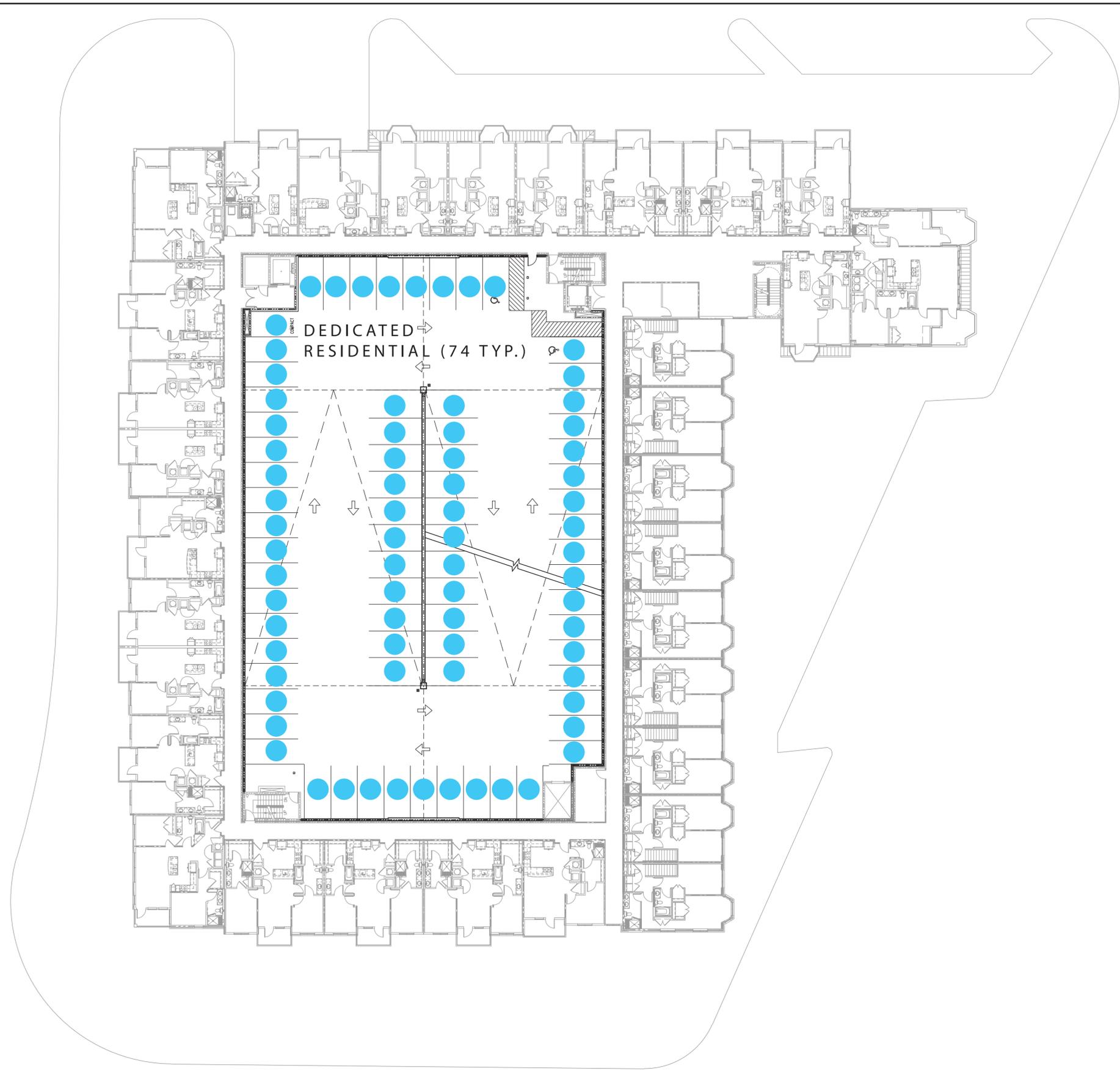
NOTE:
STREET AND PRECAST DECK
PARKING INDICATED WITH
DOTS.

CAST-IN-PLACE PARKING
INDICATED WITH SOLID FILLS.

MISC. DESIGNATIONS

- RETAIL SPACE
- SHUTTLE STAIR/ELEV.
- VALET STANDS

STREET LEVEL
PRECAST DECK



PARKING DESIGNATIONS

- METERED PARKING
- VALET/METERED PARKING
- DEDICATED RESIDENTIAL
- FUTURE RESIDENT
- SHARED RESIDENTIAL
- SHORT-TERM PARKING
- EMPLOYEE PARKING
- PUBLIC ADA PARKING

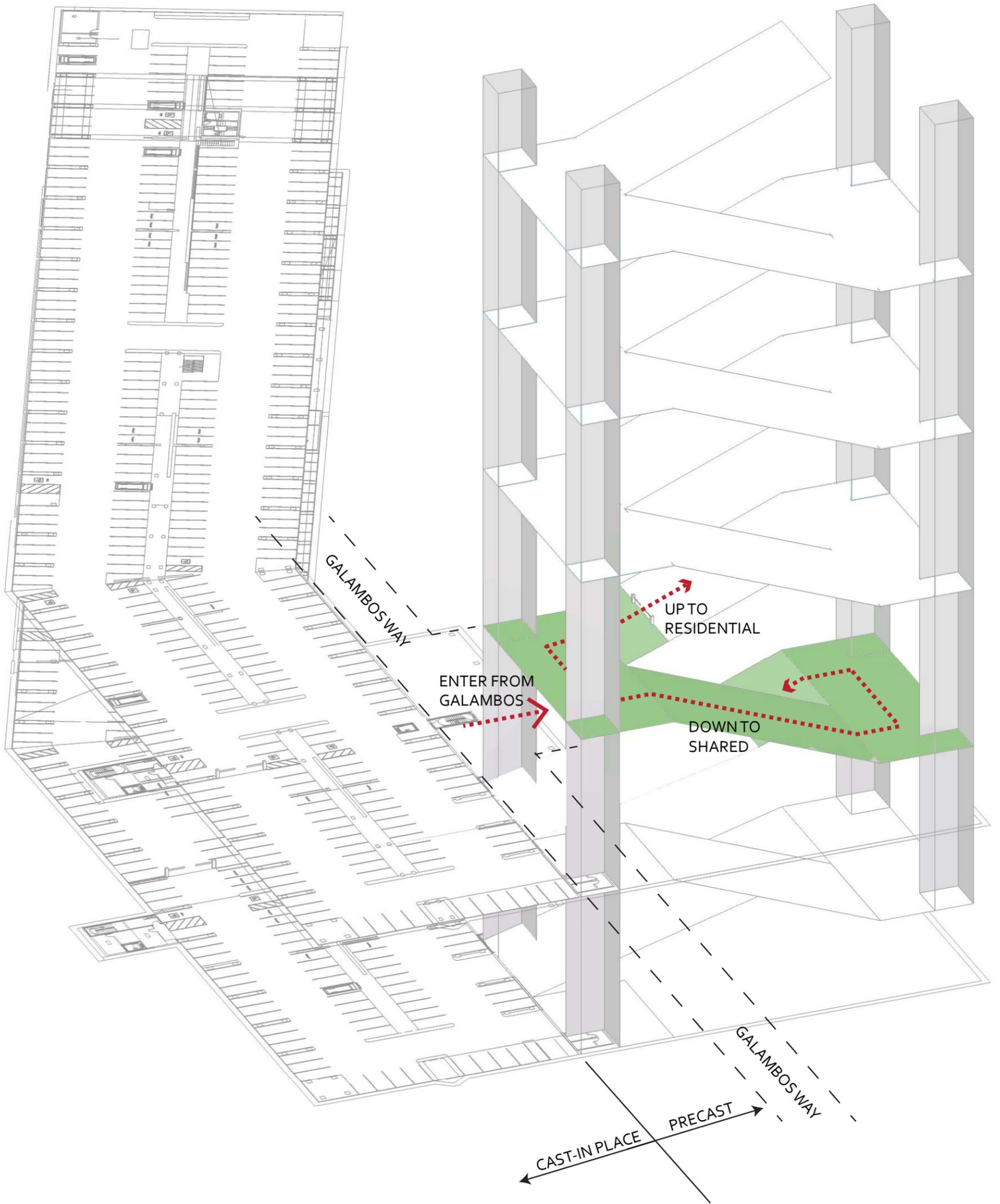
NOTE:
STREET AND PRECAST DECK
PARKING INDICATED WITH
DOTS.

CAST-IN-PLACE PARKING
INDICATED WITH SOLID FILLS.

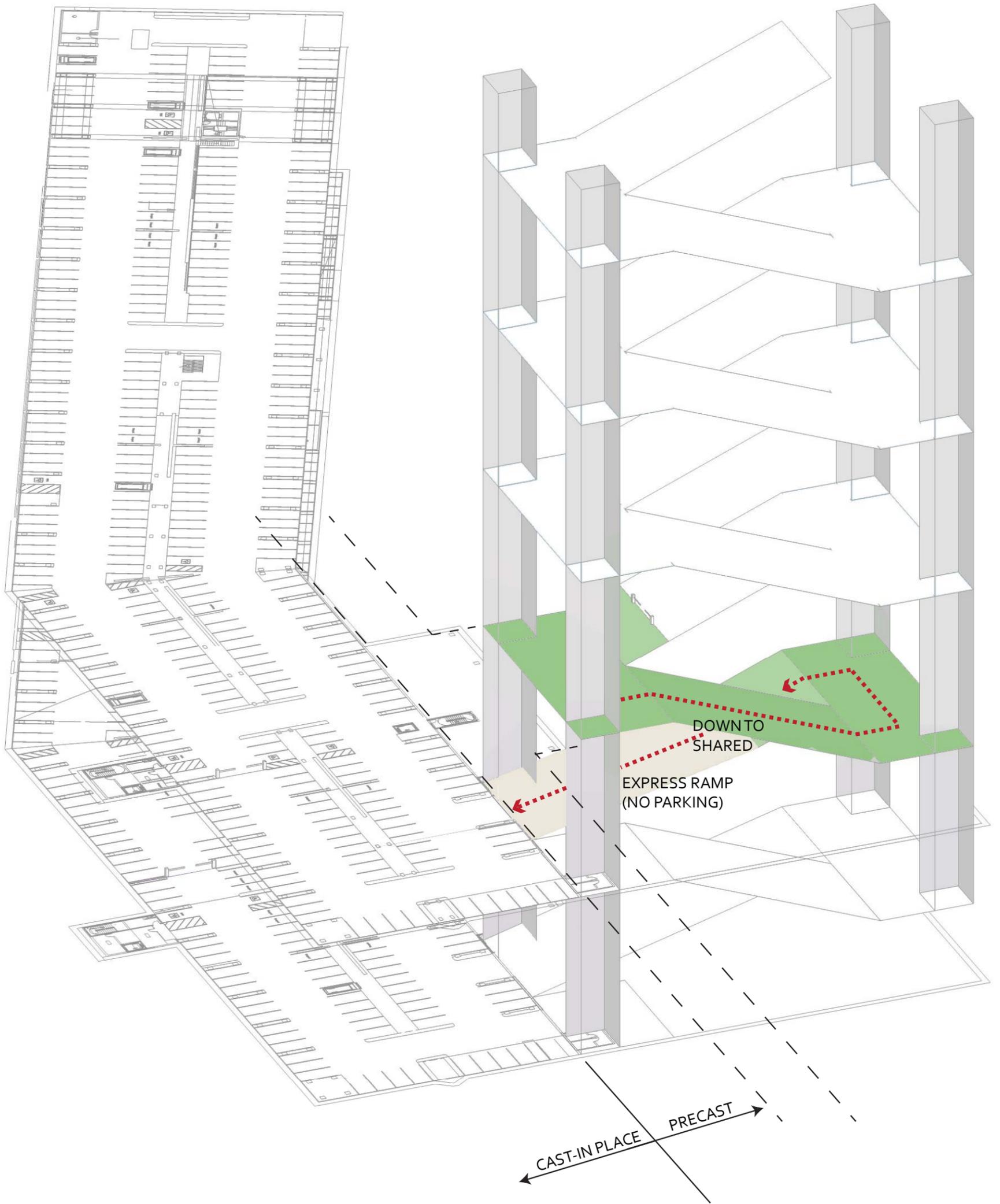
MISC. DESIGNATIONS

- RETAIL SPACE
- SHUTTLE STAIR/ELEV.
- VALET STANDS

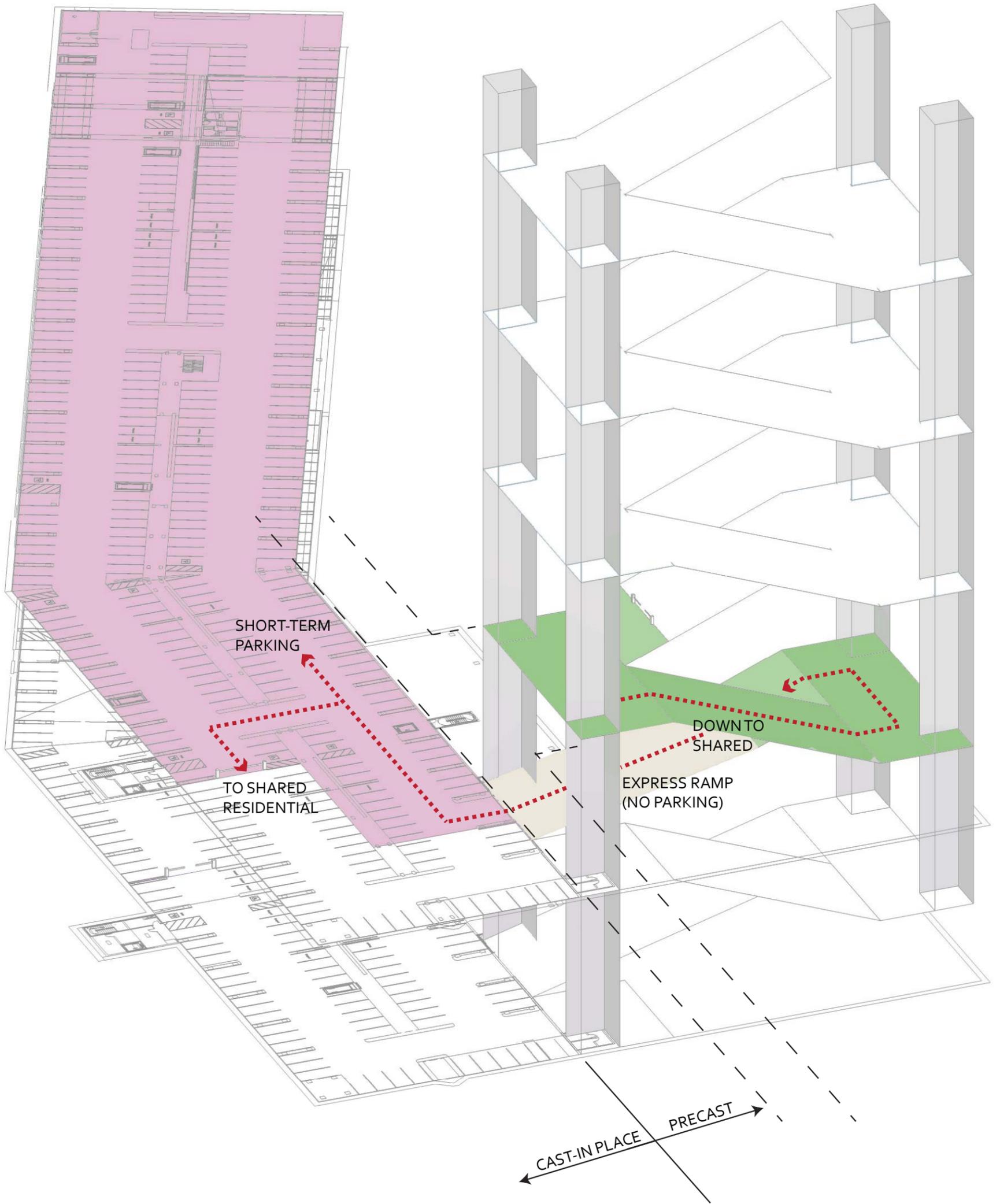
TYPICAL LEVEL
PRECAST DECK



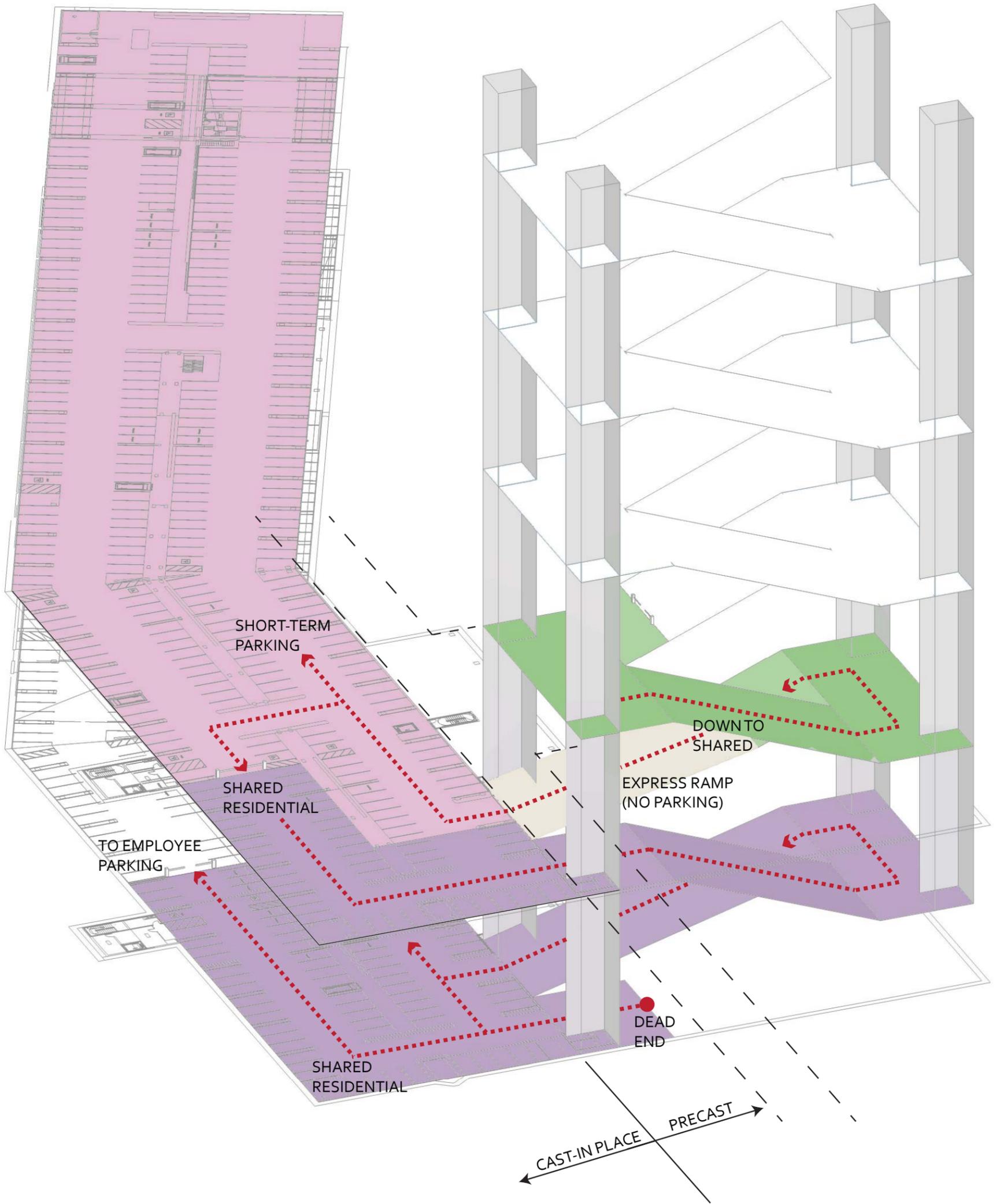
ISOMETRIC DIAGRAM OF PARKING DECK



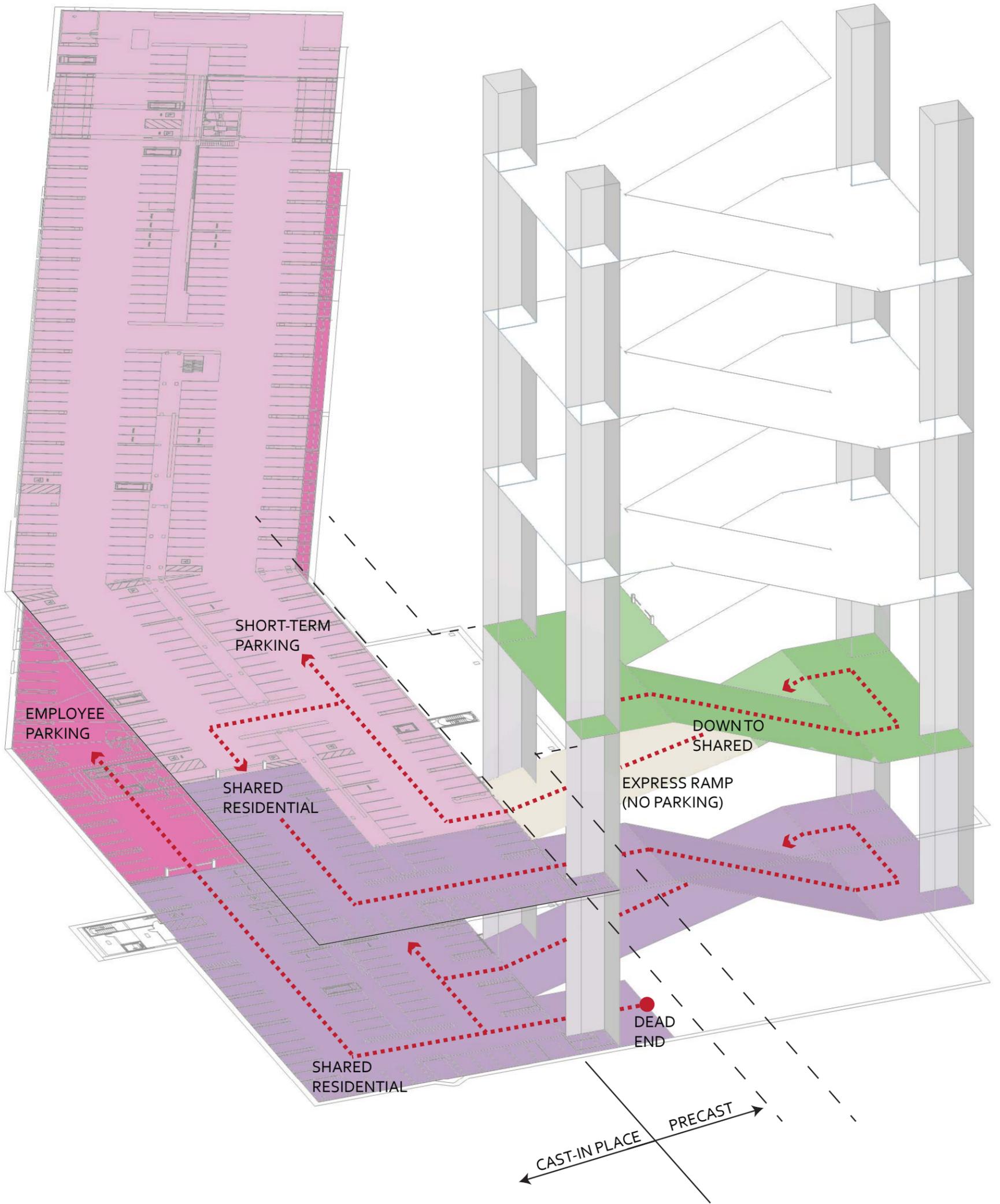
ISOMETRIC DIAGRAM OF PARKING DECK



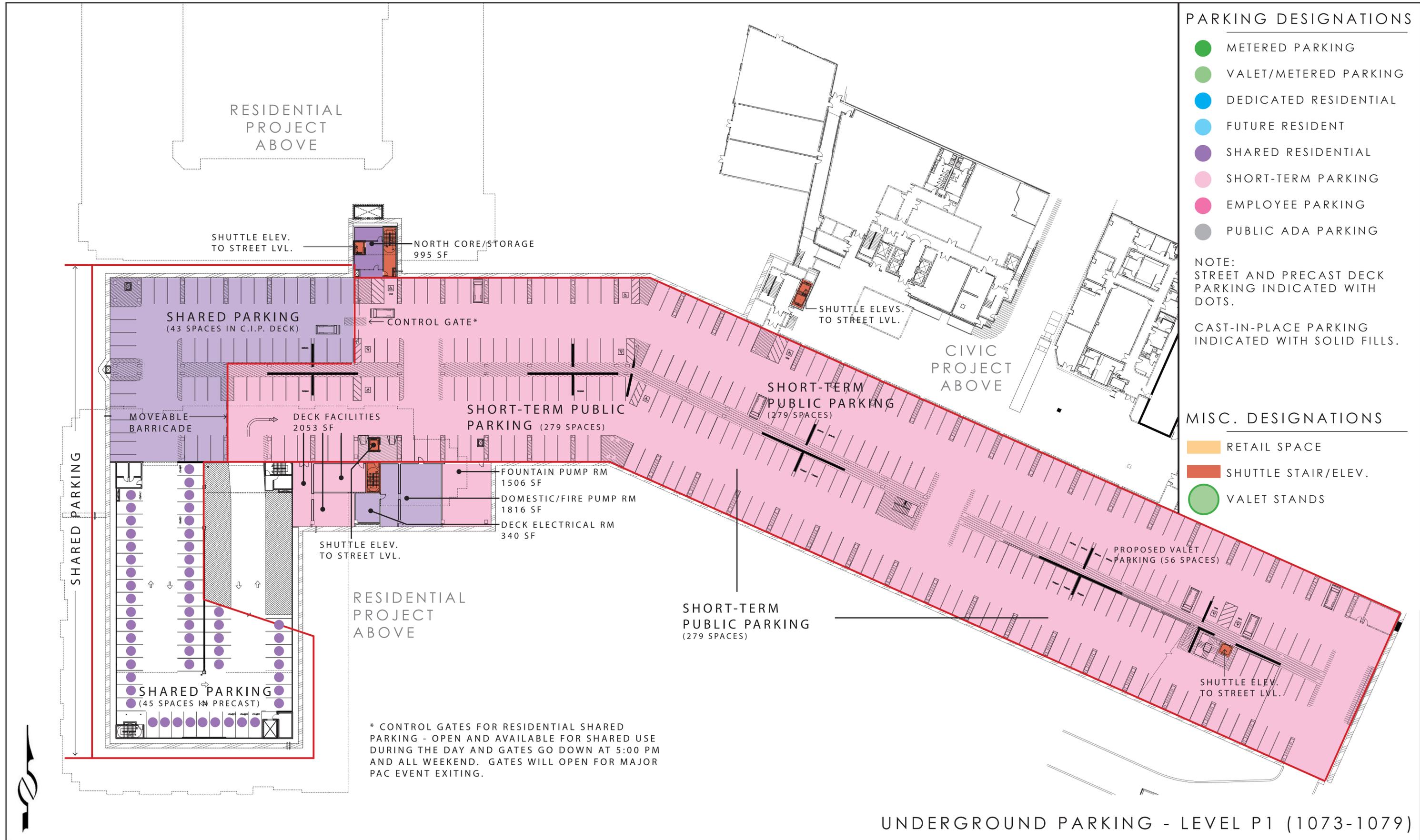
ISOMETRIC DIAGRAM OF PARKING DECK



ISOMETRIC DIAGRAM OF PARKING DECK



ISOMETRIC DIAGRAM OF PARKING DECK



PARKING DESIGNATIONS

- METERED PARKING
- VALET/METERED PARKING
- DEDICATED RESIDENTIAL
- FUTURE RESIDENT
- SHARED RESIDENTIAL
- SHORT-TERM PARKING
- EMPLOYEE PARKING
- PUBLIC ADA PARKING

NOTE:
STREET AND PRECAST DECK
PARKING INDICATED WITH
DOTS.

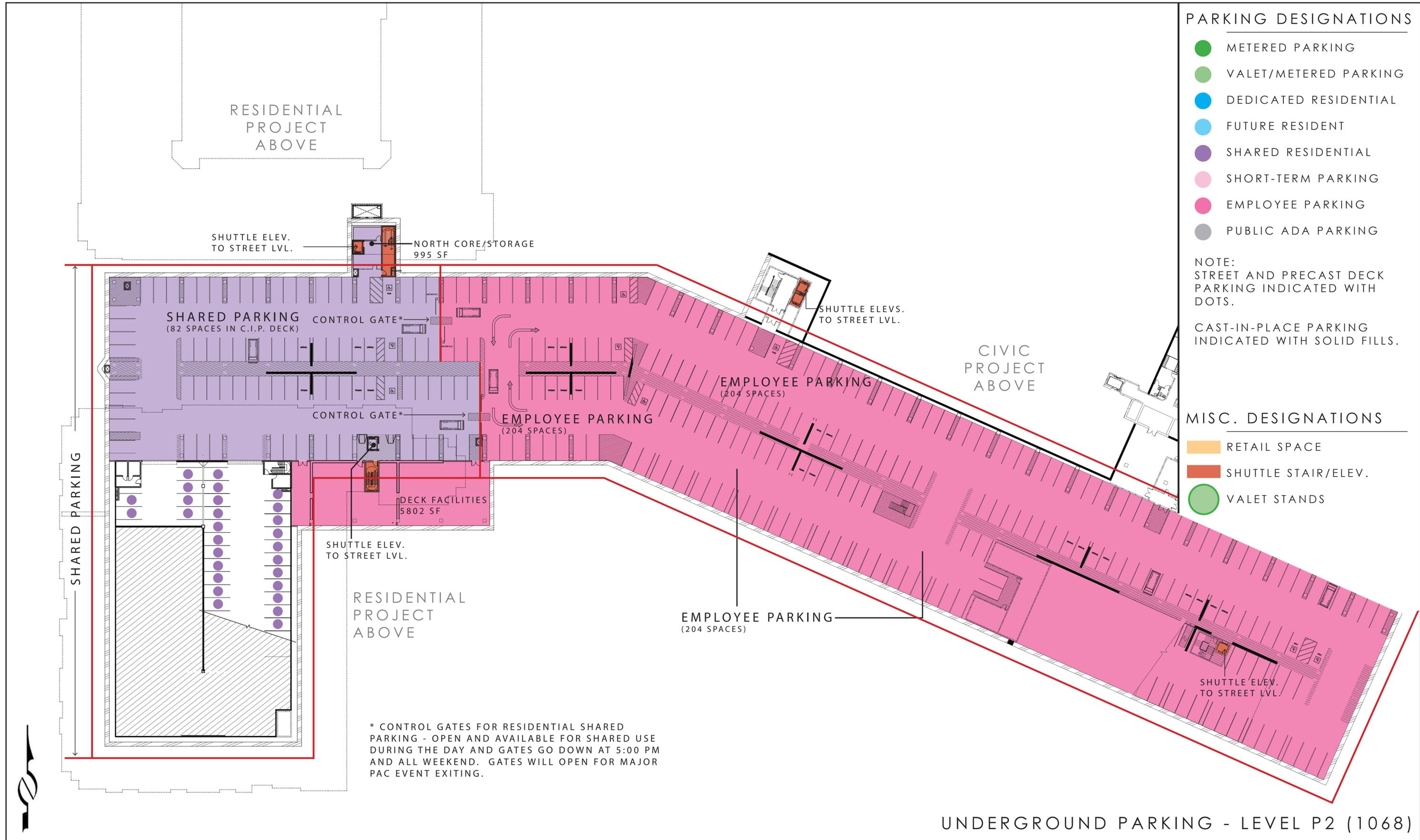
CAST-IN-PLACE PARKING
INDICATED WITH SOLID FILLS.

MISC. DESIGNATIONS

- RETAIL SPACE
- SHUTTLE STAIR/ELEV.
- VALET STANDS

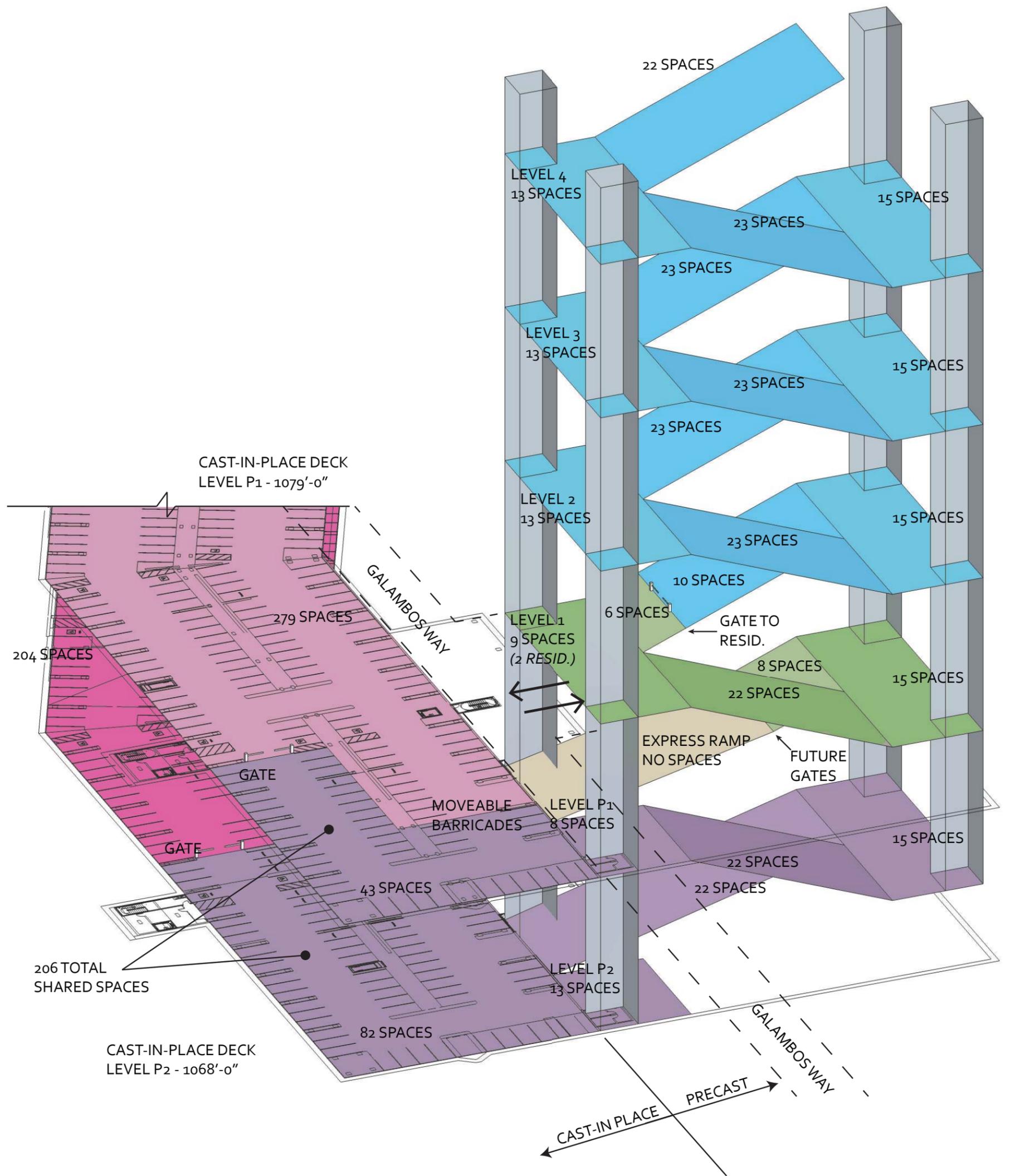
* CONTROL GATES FOR RESIDENTIAL SHARED
PARKING - OPEN AND AVAILABLE FOR SHARED USE
DURING THE DAY AND GATES GO DOWN AT 5:00 PM
AND ALL WEEKEND. GATES WILL OPEN FOR MAJOR
PAC EVENT EXITING.

UNDERGROUND PARKING - LEVEL P1 (1073-1079)



PARKING DESIGNATIONS

- METERED PARKING: 73
- VALET/METERED PARKING: 66
- DEDICATED RESIDENTIAL: 233
- FUTURE RESIDENT: 4
- SHARED RESIDENTIAL: 205
- SHORT-TERM PARKING: 280 (180 REQUIRED RETAIL WITHIN THIS DESIGNATION)
- EMPLOYEE PARKING: 204
- PUBLIC ADA PARKING: 3



ISOMETRIC DIAGRAM OF PARKING DECK

Sandy Springs Results																						
Weekday																						
Scenario	Peak	Office (86k)		Office (20k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,130 Seats		Family Theater/Meeting		Festival		Total Parking Demand		
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Employee /Resident	Visitor /Patron	Total Spaces
Typical Day	2PM	279	22	70	6	7	50	39	102	12	40	147	4	0	0	0	0	0	0	554	224	778
Typical Day with Family Theater and Meeting Space in Use	2PM	279	22	70	6	6	34	39	95	12	37	147	4	0	0	54	596	0	0	607	794	1401
Day Event @ PAC	2PM	279	22	70	6	7	50	39	102	12	40	147	4	79	339	0	0	0	0	633	563	1196
Night Event @ PAC	8PM	20	0	5	0	6	33	43	157	11	63	210	21	79	339	0	0	0	0	374	613	987
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	279	22	70	6	6	34	39	95	12	37	147	4	79	226	54	596	40	180	726	1200	1926

Sandy Springs Results																						
Weekend																						
Scenario	Peak	Office (86k)		Office (20k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,130 Seats		Family Theater/Meeting		Festival		Total Parking Demand		
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Employee /Resident	Visitor /Patron	Total Spaces
Typical Day	7PM	0	0	0	0	6	38	47	149	17	55	210	21	0	0	0	0	0	0	280	263	543
Typical Day with Family Theater and Meeting Space in Use	12PM	25	3	6	1	7	29	35	73	18	73	210	4	0	0	54	596	0	0	355	779	1134
Day Event @ PAC	1PM	22	2	6	1	8	48	35	86	18	67	210	4	79	339	0	0	0	0	378	547	925
Night Event @ PAC	8PM	0	0	0	0	6	33	47	157	17	51	210	21	79	339	0	0	0	0	359	601	960
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	17	2	4	1	7	36	35	66	18	48	210	4	79	226	54	596	40	180	464	1159	1623

Jan 2015 Parking Demand Snapshot B1 Assumptions:

1/3 of Restaurant SF is 'Family Restaurant' ; 2/3 of Restaurant SF is 'Fine Dining'

140 residential units are modelled as rental units

Family Theater & Meeting Space Scenario assumes meeting and event being held at same time - occupied space = 14,200 SF

Events held in Family Theater/Meeting Space are typically 'Classroom' style floorplan with ~ 50 SF/attendee

Typical Day with Festival, PAC Event and Meeting Space Fully Used Scenario assumes following

During weekday, Festival and PAC Event occur during the evening and Meeting Space Event occurs during the day

During weekend, Festival and Meeting Space occur during the day; PAC event occurs during the day and evening

86k Office modelled as COSS staff peak parking need of 279 spaces

PAC - 1,130 Fixed Seats

20K Tenant Office

Sandy Springs Results																						
Weekday																						
Scenario	Peak	Office (86k)		Office (0k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,130 Seats		Family Theater/Meeting		Festival		Total Parking Demand		
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Employee /Resident	Visitor /Patron	Total Spaces
Typical Day	2PM	279	22	0	0	7	50	39	102	12	40	147	4	0	0	0	0	0	0	484	218	702
Typical Day with Family Theater and Meeting Space in Use	2PM	279	22	0	0	6	34	39	95	12	37	147	4	0	0	54	596	0	0	537	788	1325
Day Event @ PAC	2PM	279	22	0	0	7	50	39	102	12	40	147	4	79	339	0	0	0	0	563	557	1120
Night Event @ PAC	8PM	20	0	0	0	6	33	43	157	11	63	210	21	79	339	0	0	0	0	369	613	982
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	279	22	0	0	6	34	39	95	12	37	147	4	79	226	54	596	40	180	656	1194	1850

Sandy Springs Results																						
Weekend																						
Scenario	Peak	Office (86k)		Office (0k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,130 Seats		Family Theater/Meeting		Festival		Total Parking Demand		
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Employee /Resident	Visitor /Patron	Total Spaces
Typical Day	7PM	0	0	0	0	6	38	47	149	17	55	210	21	0	0	0	0	0	0	280	263	543
Typical Day with Family Theater and Meeting Space in Use	12PM	25	3	0	0	7	29	35	73	18	73	210	4	0	0	54	596	0	0	349	778	1127
Day Event @ PAC	1PM	22	2	0	0	8	48	35	86	18	67	210	4	79	339	0	0	0	0	372	546	918
Night Event @ PAC	8PM	0	0	0	0	6	33	47	157	17	51	210	21	79	339	0	0	0	0	359	601	960
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	17	2	0	0	7	36	35	66	18	48	210	4	79	226	54	596	40	180	460	1158	1618

Jan 2015 Parking Demand Snapshot B2 Assumptions:

1/3 of Restaurant SF is 'Family Restaurant' ; 2/3 of Restaurant SF is 'Fine Dining'

140 residential units are modelled as rental units

Family Theater & Meeting Space Scenario assumes meeting and event being held at same time - occupied space = 14,200 SF

Events held in Family Theater/Meeting Space are typically 'Classroom' style floorplan with ~ 50 SF/attendee

Typical Day with Festival, PAC Event and Meeting Space Fully Used Scenario assumes following

During weekday, Festival and PAC Event occur during the evening and Meeting Space Event occurs during the day

During weekend, Festival and Meeting Space occur during the day; PAC event occurs during the day and evening

86K Office modelled as COSS staff peak parking need of 279 spaces

PAC - 1,130 Fixed Seats

OK Tenant Office

Sandy Springs Results																						
		Weekday																		Total Parking Demand		
Scenario	Peak	Office (86k)		Office (20k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,080 Seats		Family Theater/Meeting		Festival		Employee /Resident	Visitor /Patron	Total Spaces
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron			
Typical Day	2PM	176	22	70	6	7	50	39	102	12	40	147	4	0	0	0	0	0	0	451	224	675
Typical Day with Family Theater and Meeting Space in Use	2PM	176	22	70	6	6	34	39	95	12	37	147	4	0	0	54	596	0	0	504	794	1298
Day Event @ PAC	2PM	176	22	70	6	7	50	39	102	12	40	147	4	76	324	0	0	0	0	527	548	1075
Night Event @ PAC	8PM	20	0	5	0	6	33	43	157	11	63	210	21	76	324	0	0	0	0	371	598	969
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	176	22	70	6	6	34	39	95	12	37	147	4	76	216	54	596	40	180	620	1190	1810

Sandy Springs Results																						
		Weekend																		Total Parking Demand		
Scenario	Peak	Office (86k)		Office (20k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,080 Seats		Family Theater/Meeting		Festival		Employee /Resident	Visitor /Patron	Total Spaces
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron			
Typical Day	7PM	0	0	0	0	6	38	47	149	17	55	210	21	0	0	0	0	0	0	280	263	543
Typical Day with Family Theater and Meeting Space in Use	12PM	25	3	6	1	7	29	35	73	18	73	210	4	0	0	54	596	0	0	355	779	1134
Day Event @ PAC	1PM	22	2	6	1	8	48	35	86	18	67	210	4	76	324	0	0	0	0	375	532	907
Night Event @ PAC	8PM	0	0	0	0	6	33	47	157	17	51	210	21	76	324	0	0	0	0	356	586	942
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	17	2	4	1	7	36	35	66	18	48	210	4	76	216	54	596	40	180	461	1149	1610

Feb 2015 Parking Demand Snapshot C1 Assumptions:

1/3 of Restaurant SF is 'Family Restaurant'; 2/3 of Restaurant SF is 'Fine Dining'

140 residential units are modelled as rental units

Family Theater & Meeting Space Scenario assumes meeting and event being held at same time - occupied space = 14,200 SF

Events held in Family Theater/Meeting Space are typically 'Classroom' style floorplan with ~ 50 SF/attendee

Typical Day with Festival, PAC Event and Meeting Space Fully Used Scenario assumes following

During weekday, Festival and PAC Event occur during the evening and Meeting Space Event occurs during the day

During weekend, Festival and Meeting Space occur during the day; PAC event occurs during the day and evening

86k Office modelled as COSS staff peak parking need of 176 spaces

PAC - 1,080 Fixed Seats

20k Tenant Office

Sandy Springs Results																						
		Weekday																		Total Parking Demand		
Scenario	Peak	Office (86k)		Office (0k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,080 Seats		Family Theater/Meeting		Festival		Employee /Resident	Visitor /Patron	Total Spaces
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron			
Typical Day	2PM	176	22	0	0	7	50	39	102	12	40	147	4	0	0	0	0	0	0	381	218	599
Typical Day with Family Theater and Meeting Space in Use	2PM	176	22	0	0	6	34	39	95	12	37	147	4	0	0	54	596	0	0	434	788	1222
Day Event @ PAC	2PM	176	22	0	0	7	50	39	102	12	40	147	4	76	324	0	0	0	0	457	542	999
Night Event @ PAC	8PM	20	0	0	0	6	33	43	157	11	63	210	21	76	324	0	0	0	0	366	598	964
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	176	22	0	0	6	34	39	95	12	37	147	4	76	216	54	596	40	180	550	1184	1734

Sandy Springs Results																						
		Weekend																		Total Parking Demand		
Scenario	Peak	Office (86k)		Office (0k Lease)		Retail		Restaurant - Fine/Casual		Restaurant - Family		Residential - Rented		PAC - 1,080 Seats		Family Theater/Meeting		Festival		Employee /Resident	Visitor /Patron	Total Spaces
		Employee	Visitor	Employee	Visitor	Employee	Patron	Employee	Patron	Employee	Patron	Resident	Visitor	Employee	Patron	Employee	Patron	Employee	Patron			
Typical Day	7PM	0	0	0	0	6	38	47	149	17	55	210	21	0	0	0	0	0	0	280	263	543
Typical Day with Family Theater and Meeting Space in Use	12PM	25	3	0	0	7	29	35	73	18	73	210	4	0	0	54	596	0	0	349	778	1127
Day Event @ PAC	1PM	22	2	0	0	8	48	35	86	18	67	210	4	76	324	0	0	0	0	369	531	900
Night Event @ PAC	8PM	0	0	0	0	6	33	47	157	17	51	210	21	76	324	0	0	0	0	356	586	942
Festival, Corporate Event, Meeting Space Fully Occupied	2PM	17	2	0	0	7	36	35	66	18	48	210	4	76	216	54	596	40	180	457	1148	1605

Feb 2015 Parking Demand Snapshot C2 Assumptions:

1/3 of Restaurant SF is 'Family Restaurant'; 2/3 of Restaurant SF is 'Fine Dining'

140 residential units are modelled as rental units

Family Theater & Meeting Space Scenario assumes meeting and event being held at same time - occupied space = 14,200 SF

Events held in Family Theater/Meeting Space are typically 'Classroom' style floorplan with ~ 50 SF/attendee

Typical Day with Festival, PAC Event and Meeting Space Fully Used Scenario assumes following

During weekday, Festival and PAC Event occur during the evening and Meeting Space Event occurs during the day

During weekend, Festival and Meeting Space occur during the day; PAC event occurs during the day and evening

86K Office modelled as COSS staff peak parking need of 176 spaces

PAC - 1,080 Fixed Seats

OK Tenant Office

EXHIBIT I
MODEL CONTRACT
SERVICE AGREEMENT



SERVICE AGREEMENT
PARKING MANAGEMENT SERVICES

This Service Agreement (hereinafter "Agreement") is made this X day of November, 2016 by and between Contractor (hereinafter "Contractor") located at Contractor Address and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing Parking Management services; and

WHEREAS, Sandy Springs has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

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

1. Services.

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the Sandy Springs Public Works Department Director, or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

a. Fee. As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. Manner of Payment. Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such

supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. Relationship of Parties.

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. Term

This Agreement shall become effective as of the date of its execution, shall continue in effect until June 30, 2017. The term of the contract will be three (3) years with an option to renew for two additional one year periods, contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The contract will terminate at the close of each calendar year, but will automatically renew absent any positive action by the City.

5. Termination.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. Standard of Performance and Compliance with Applicable Laws.

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. Conflicts of Interest.

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. Proprietary Information; Non-Solicitation.

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. Insurance and Indemnification

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. Assignment.

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

12. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:

John McDonough, City Manager
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

With copies to:

Wendell Willard, City Attorney
7840 Roswell Road, Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

Contractor Contact, Title
Name and Title
Address

With copies to:

13. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

14. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

15. Disputes

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to Sandy Springs of the claim and the intent to initiate a civil action.

16. Severability

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

18. Heading

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

19. Interpretation of Exhibits and Exclusion of External References

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

20. Copyright, Trademark and Patent Indemnification

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy

Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patient Indemnification shall survive the termination, cancellation or expiration of this agreement.

21. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

City OF SANDY SPRINGS, GEORGIA

By: _____

John McDonough, City Manager

_____ Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

By: _____
Assistant City Attorney

(SEAL)

CONTRACTOR NAME

By: _____
Name:

_____ Date of Execution

Typed or Printed Name

Title

ATTEST:

By: _____
Secretary

(SEAL)

Witness

This Agreement to be executed in four (4) originals.

EXHIBITS

- EXHIBIT A Contractor Proposal
- EXHIBIT B Fee Schedule
- EXHIBIT C Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT D Certification of Sponsor Drug-Free Workplace
- EXHIBIT E Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
- EXHIBIT G Insurance Requirements
- EXHIBIT H Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964

EXHIBIT A
CONTRACTOR PROPOSAL

EXHIBIT B

FEE SCHEDULE

(Contractor's Cost Proposal/ Budget and Final Fee schedule to be inserted)

EXHIBIT C

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of _____, ("Contractor"), whose address is _____, _____.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

- _____ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];
- _____ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or
- _____ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: _____

Signature: _____

Title: _____

EXHIBIT D

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of _____, (“Contractor”), whose address is _____, _____, _____, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, _____ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Signature

Name: _____

Title: _____

EXHIBIT E
AFFIDAVIT VERIFYING STATUS
FOR City PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. _____ I am a United States citizen

OR

2. _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant: _____ Date: _____
Printed _____ Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

EXHIBIT F
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 Sandy Springs has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for 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:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT G

INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage

under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.

(b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.

(c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of Sandy Springs
7840 Roswell Road, Building-500
Sandy Springs, Georgia 30350.

EXHIBIT H

NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. **Solicitations for subcontracts, including procurements of materials and equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or
 - (b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.