SANDY SPRINGS™
GEORGIA

REQUEST FOR PROPOSAL

RFP # 18-004
STORMWATER MAINTENANCE, INSPECTION AND REPAIR SERVICES

Proposals are due:
February 21, 2017 no later than 2:00 p.m.

and must be delivered to:

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

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

A Non-Mandatory Pre-Proposal Conference will be held at
10:00 a.m. EST on January 10, 2017 at:
Heritage Sandy Springs
6110 Blue Stone Road
Sandy Springs, GA 30328
(Offerors are strongly encouraged to attend.)

Questions may be submitted until 5:00 p.m., January 13, 2017. Questions received after this date and time may not be answered.

Questions must be directed in writing to:
Nesby Ingram,
via e-mail to:
rfp18-004@sandyspringsga.gov

Issue Date: December 14, 2016

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("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 this Proposal and certify that I am authorized to sign this Proposal 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 RFP CHECKLIST

Critical Things to Keep in Mind When Responding to an RFP or 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 Procurement Officer's name, address, and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ Attend the pre-proposal 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 RFP. This conference is not mandatory.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer 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 RFP. All addenda issued for this RFP will be posted on the City of Sandy Springs Purchasing page at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements
5. _____ Follow the format required in the RFP when preparing a Proposal. 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 firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based solely on the information and materials provided in response to the RFP.
7. _____ Use the forms provided with the RFP, if any.
8. _____ Check the City's website for RFP addenda. Before submitting a Proposal, check the City's website at **http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements** to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your Proposal.
9. _____ Review the RFP document again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your submittal.
10. _____ Submit your Proposal 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 Proposals will not be accepted.

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

TABLE OF CONTENTS

OFFEROR'S RFP CHECKLIST

SECTION 1: BACKGROUND AND GENERAL INFORMATION

SECTION 2: SCOPE OF SERVICES

SECTION 3: PROPOSAL PRESENTATION AND FORMAT

SECTION 4: PROPOSAL CONTENTS AND ORGANIZATION

SECTION 5: GENERAL EVALUATION PROCESS AND CRITERIA

SECTION 6: PRE-PROPOSAL CONFERENCE WITH OFFERORS

SECTION 7: PRE-SUBMITTAL INQUIRIES

SECTION 8: COMMUNICATIONS

SECTION 9: SCHEDULE OF EVENTS

SECTION 10: TERMS AND CONDITIONS

SECTION 11: EXHIBITS

Exhibit A: SAMPLE CLIENT AUTHORIZATION LETTER

Exhibit B: FORM OF PERFORMANCE CONFIDENCE QUESTIONNAIRE

Exhibit C: COST/PRICE PROPOSAL TEMPLATE

Exhibit D: MODEL CONTRACT, which includes all Exhibits attached thereto including:

- Offeror's Proposal
- Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

CITY OF SANDY SPRINGS
Request for Proposal # 18-004
STORMWATER MAINTENANCE, INSPECTION AND REPAIR SERVICES

SECTION 1: BACKGROUND AND GENERAL INFORMATION

A. Purpose and Summary of Procurement

The City of Sandy Springs ("City") is seeking proposals ("Proposals") from highly qualified firms to provide all personnel, materials and services necessary to provide Stormwater Maintenance, Inspection and Repair for the City more particularly described in Section 2: Scope of Services. Services provided by the successful firm in this procurement shall be managed and directed by the City.

The City contemplates award of fixed price contract(s) resulting from the RFP which provide the best overall value to the City. The City reserves the right to make a single award or no award, if these options are in the City's best interest.

This is a best value source selection procurement, based upon the performance price trade-off ("PPT") model. This process is a simplified best value source selection strategy that permits a trade-off between price and performance in reaching the award decision. There are three (3) evaluation factors: Capabilities and Approaches, Performance Confidence, and Cost/Price. The City intends to enter into one (1) or more contracts containing the terms, conditions, and specifications of the model contract attached to this RFP as Exhibit D ("Model Contract").

Section 3 of this RFP contains instructions for presenting and formatting Proposals. Section 4 describes the information that should be contained in the Proposal, and how it should be organized. The information and instructions contained in this RFP are designed to assist Offerors in preparing a complete response that reflects the proposed approach to accomplish all contractual requirements. Section 5 provides further detail as to how Proposals will be evaluated.

The City may award without discussions. Therefore, the Offeror's Proposal should contain the Offeror's best terms for Capabilities and Approaches, Performance Confidence and Cost/Price, as described herein. The City reserves the right to conduct discussions if they are later determined to be necessary. If the City awards without discussions, the Offeror may be given the opportunity to clarify certain aspects of its Proposal or to resolve minor or clerical errors.

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, making Sandy Springs the first new city in Georgia in fifty (50) years. The City utilizes an innovative public-private partnership ("PPP") model for operations and strives to sustain and further the attractive quality of life enjoyed by its residents. This model provides a flexible and creative approach to anticipate and respond to the

needs of the community. Aside from public safety (police and fire) and the City Manager's executive staff, general municipal services are provided by contractors working collaboratively with the City to provide a high level of services to Sandy Springs residents. This 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). The success of this PPP 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, 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 (2) of the most traveled arteries in the metro area, I-285 and Georgia 400, cross Sandy Springs, and the City is home to three (3) MARTA rail stations.

SECTION 2: SCOPE OF SERVICES

The successful firm shall provide the following Stormwater Maintenance, Inspection and Repair Services for the City.

GENERAL SERVICES REQUIRED

Contractor is to provide Stormwater Repair, Maintenance and Inspection Services throughout the City of Sandy Springs as directed. The Contractor will provide scheduled maintenance, upkeep, and operation of City owned facilities.

All work must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and GDOT technical standards and specifications for roads, sidewalks, right of ways (ROW), drainage repair or minor construction, including, but not limited to, street traffic, traffic control devices, and work zone safety.

Contractor shall employ and appropriately train a sufficient number of employees to provide efficient and timely service on behalf of the City. The Contractor shall assume responsibility for the cost of employing the workforce to maintain the City's facilities.

The Contractor shall utilize a computerized work order management system, such as Lucity or the City's current system, provided by the City, to document all maintenance activities for the workforce. The City and their representatives shall have the right to inspect these records during normal business hours. The City shall provide one tablet per crew, in addition the City shall provide the data service plan for each tablet.

Contractor shall work within the guidelines of the City's Emergency Response Plan in the event of a natural disaster.

Contractor shall perform other services; including assistance to other entities within the City as directed by the Director of Public Works or his designee and the contractor's available certain resources including but not limited to equipment and labor the contractors scheduling and performance requirements. Such services must be preauthorized by the City and the cost of the services will be negotiated, if needed, between the City and the contractor prior to any work being performed. Any additional cost that may be incurred as a result of this request is to be quoted and approved prior to commencing with said work.

PROGRAM OVERVIEW:

The City of Sandy Springs seeks a contractor to provide services for basic stormwater infrastructure maintenance and repair as directed by the City. Some of this work will necessitate after hours on-call and/or weekend work.

WORK SCHEDULE:

The Contractor will provide one (1) crew of four (4) persons to be separated into crew sizes to best accomplish tasks in an efficient and productive manner, with appropriate supervision and equipment for a 40-hour concurrent work week with the exception of scope requirements and recognized holidays. At a minimum, at least one (1), two (2) person crew will be available eight (8) hours per day Monday through Friday at regular pay rate, with exception of recognized

holidays. Each crew shall be provided with the proper equipment and tools to perform any type of work identified in the scope for the City. The contractor will stage and provide all equipment and all materials to be reimbursed per the compensation schedule. Work orders will be provided three (3) business days in advance by the City using the approved work order process except in the event of an emergency.

If there is an emergency requiring the Contractor to purchase a repair part and incur an expense on behalf of the City, the Contractor will be responsible to document and immediately notify the City's representative of the occurrence. Any repair parts purchased on behalf of the City under an emergency condition will be reimbursed to the Contractor upon presentation of a proper receipt or copy of an invoice with appropriate justification of the purchase. Reimbursement will be the direct cost.

Typical tasks are listed below.

Storm System Maintenance

1. Provide the equipment and labor to maintain the storm drain system in Sandy Springs in accordance with agreed upon schedules and frequencies with the City. Typical maintenance may include but is not limited to replacing catch basin tops, grouting storm structures, minor storm pipe repairs, installing access to a junction box, etc.

2. Line washing of drainage piping and culverts, vacuuming of storm structures including curb inlets, catch basins, drop inlets and junction boxes.

3. Maintain adequate traffic safety control while performing storm drain system maintenance tasks. Lane closures may be required.

4. Verify with the City all ROW and easement parameters to insure that work is not performed on private property, unless approved by the City.

5. Collect and properly dispose of all solids and debris washed and vacuumed from the storm drain system in accordance with federal, state and local disposal regulations. Disposal costs of the waste shall be forwarded to the City for payment.

Maintain adequate reporting of areas being maintained with the City and all disposal charges in a monthly report.

Storm System Inspections

1. Inspect storm pipes and structures the City is responsible for maintaining. To comply with the City's state MS4 permit, the City or its designee must inspect 20% of the City's infrastructure each year. That is approximately 2,500 pipes and structures or over 200 per month. Inspections will be tracked on a monthly basis with the total completed reported in a monthly report.

2. Utilize a pole camera for the inspections. A picture of each pipe and structure inspected is required. The pole camera shall be wireless and be adjustable to a minimum depth of

fifteen feet (without extensions). It shall have a touchscreen tablet interface that allows viewing, annotation and playback along with a clamp-on bipod to allow hands-free operation to maximize image stability.

3. Notify the City of any deficiencies found during the inspections that require repair after the work order is completed. Maintain a log of issues. Include a copy of the log in the monthly report.

4. Inspect pipes and structures as required ahead of roadway paving projects. Utilize a pole camera for the inspections. A picture of each pipe and structure inspected is required. Provide a summary of any deficiencies or issues in a written report.

Pond Vegetation Cutting and Removal

Provide vegetation cutting and removal services up to four (4) times a year based on the list of the City's detention ponds that is included in this RFP below. Services shall include all equipment and labor required to complete the scope of services. PROVIDE A PRICE FOR EACH POND FOR EACH TIME THAT VEGETATION IS CUT AND REMOVED. Price includes performing work as follows.

1. Cut all vegetation present inside the pond within the fenced area so that it is no higher than 3 inches tall immediately after it is cut.

2. Remove all vines, kudzu, etc., on fences, walls, storm structures, etc.

3. Overseed with dominant grass as required.

CITY DETENTION POND LIST

1. Detention Basin 263: 215 Cross Roads Lane

2. Detention Basin 726: 519 Granite Ridge Place

---

3. Detention Basin 713: 7455 Talbot Colony

---

4. Detention Basin 56: 5200 Falcon Chase Lane

---

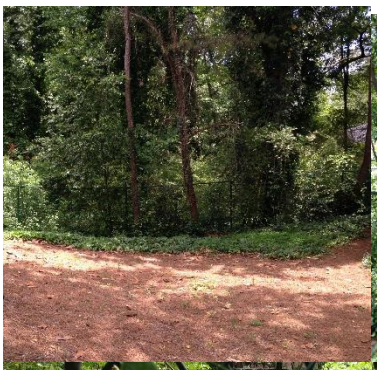
5. Detention Basin 54: 5145 Falcon Chase Lane
Comments: Access from opposite side of pond; must perform maintenance by hand.

---

6. Detention Basin 445: 155 Belmont Trace

---

7. Detention Basin 446: 195 Belmont Trace



---

8. Detention Basin 821: 450 Morgan Falls Place

---

9. Detention Basin 471: Riverside Drive and Johnson Ferry Road

---

10. Detention Basin 20452: 340 Keymar Court

---

11. Detention Basin 29051: 6785 Lisa Lane

EMERGENCY RESPONSE SERVICES

The Contractor shall provide crews available for incidents, emergencies and weather related emergencies on a 24 hour on-call basis with a 2-hour maximum response time for the City of Sandy Springs. Work includes emergency maintenance such as clearing a clogged stormwater pipe or structure during a weather event. This work may take place during normal work hours, evenings, holidays, and/or weekends. A minimum of 4 hours will be paid for any call out. Crew size shall be determined by the City based on the task to be completed.

ADDITIONAL SERVICES

Upon request of the City Manager or his designee, additional work may be quoted by the contractor. This may include other work outside the scope of this contract related to drainage repair, maintenance and inspections as directed. This work would be performed and invoiced outside of this contract.

CONTRACTOR SERVICE PRIORITY SCHEDULE

Contractor shall perform services in accordance with the below priority schedule. The City of Sandy Springs and the contractor shall mutually agree on the priority level for each assigned work order.

- Priority 1 requests – 85% of all priority 1 request will be resolved within 24 hours
- Priority 2 requests – 85% of all priority 2 requests will be resolved within 72 hours
- Priority 3 requests – 85% of all priority 3 requests will be resolved within 7- 10 days of a work order being initiated
- Priority 4 requests – will be scheduled so as to maximize materials and efficiency.

All Contractor employees must be NIMS trained to the appropriate level for their job functions within 60 days of contract start.

VEHICLE TRACKING

Contractor shall provide AVL tracking devices to all vehicles associated with this scope. The Contractor shall be responsible for the general upkeep, protection, and operation of these devices to include but not limited to the insurance of continued operation during the times the vehicle is utilized for this scope. Contractor shall provide at a minimum AVL tracking that provides real-time data, and historical data to include but not limited to speed and idle time updated at an interval no more than 30 seconds. Contractor shall provide the director of public works or his designee, login access to this data at his discretion.

HOLIDAY SCHEDULE:

The following dates are considered to be holidays under this scope of work:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

REPORTING:

The Contractor shall, on a per project basis, report to the City the following:

1. Weekly, no later than Thursday, 12:00pm noon of each week, Contractor shall provide the City with a written report detailing the activities of the contractor in providing services detailed in the statement of work for the preceding 7 days.

2. Weekly, no later than Thursday, 12:00pm noon of each week, Contractor shall provide the City with a written report detailing the planned activities of the contractor for the following 7 days.

3. By the fifth (5th) of each month, the contractor shall provide the City with a report showing services rendered in the prior month, plan for services delivery in the current month, including comparative data to be provided in a format approved by the City.

4. Oral reports to the City shall be made more frequently than written reports as determine by the City. Contractor agrees to fulfill any additional reasonable reporting requests made by the City Manager, or his designee. The Contractor shall remain in daily communication throughout the term of this contract for the purpose of discussing service goals, service delivery, performance standards and any other issues that may arise under this contract or related to the provision of services.

5. The format and method of delivery for any reports required hereunder shall be as approved by the City of Sandy Springs.

6. All emergency response reporting and documentation shall be provided in accordance with NIMS and FEMA guidelines to include but not limited to proper quantity, description, cost, and time requirements.

HEALTH AND SAFETY REQUIREMENTS:

1. Report any personnel or equipment accidents managed by the contractor within 24 hours to the City.

2. Report all City owned or private property damage to the City as soon as possible after the occurrence.

3. Submit a quarterly safety reports to the Health and Safety Director or his designee:
    a. The number of training sessions conducted
    b. Number of OSHA recordable injuries
    c. Number of Loss of Time injuries

4. Vehicle Operators shall have a current CDL license where applicable.

5. Conduct Weekly “tailgate” safety meetings and provide attendance records to the City on a weekly basis no later than Thursday 12:00 p.m.

CONTRACTOR PERFORMANCE EVALUATION:

The City may conduct a monthly performance evaluation for the preceding month with the Contractor’s project manager. Such evaluations may be provided to the Contractor on or before the tenth day of the following month. The evaluations will cover any or all of the following:

- Work completion

- Work Quality

- Work order paperwork completion (on time and correct)

- Overall crew performance including:
    1. Arriving on time for work
    2. Proper attire for the job (no t-shirts and sweat pants)
    3. Adequate job knowledge to perform tasks according to industry standards
    4. Crew attitude and willingness to perform scope of services.

- Accuracy and completeness of proper billing and within a timely manner

- Draft copy of invoice to be submitted three days prior to evaluation.

Unsatisfactory performance ratings are subject to corrective action in accordance with the terms and conditions of the contract.

At no additional cost to the City, Contractor employee(s) determined to not be capable of performing this scope of work may be requested to be removed and replaced. Contractor shall be responsible for filling replacement personnel within a period of no more than Thirty (30) Days. If a position remains open longer than thirty days, the contractor may be required to remit a portion of the contract monies earned equivalent to the earnings of that position back to the City.

PERFORMANCE:

All work performed shall be in accordance with Georgia Department of Transportation Standard Specifications for Construction along with the Construction Standards and Details. The Contractor will adhere to all current State and Federal construction safety regulations, including OSHA regulations. The Contractor will conform to the MUTCD and the State of Georgia Department of Transportation standards for traffic control. The contractor shall, at the request of the City, submit a proposed Traffic Control Plan for approval by the City before beginning work. All construction signs and devices will be maintained in good condition and meet the latest GDOT and MUTCD requirements. All flaggers must be certified for flagging and maintain proof of that certification. Traffic control will include flagging, lane closures, lane shifts, and provide safe areas and/or adequate safety for pedestrians through the work zone. The Contractor must maintain a safe work zone for their employees and for pedestrian and vehicular traffic at all times. All Contractor vehicles used onsite shall have each respective City logo on each side of the vehicle. It is the responsibility of the contractor to acquire such logos from the City. All water used on the project must be from a metered source. It is the responsibility of the contractor to obtain a meter from the operator of the water system they are drawing from, either City of Atlanta, Fulton, DeKalb and/or Gwinnett County. Costs shall be included on the monthly invoice as a material cost.

Crews:

The Contractor shall provide a minimum four (4) person crew and shall perform all tasks identified below:

- Storm debris removal and hauling-as directed

- Drainage system repair and maintenance-as directed
- Drainage system inspections-as directed
- Pond vegetation cutting and removal-as directed

Crews may be split to be productive at different sites. All work shall conform to Georgia Department of Transportation Standard Specifications, Current Edition along with the Construction Standards and Details.

Scheduled Equipment:

The subcontractor will have the equipment listed below available for use five (5) days a week and during emergency operations. The City logo shall be on all ride vehicles.

- 1 - 75 HP Rubber Tire Backhoe or equivalent
- 1 Vacuum truck
- 1 Ford F250 or equivalent
- 2 Stihl quick cut saws (chop saws) or equivalent with fuel
- 1 plate or jumping jack tamp with fuel for compaction
- (As Required) Gloves, earphones, eye protection, logoed safety vests, safety boots, hard hats, rain suits, or other safety Equipment required by law.
- Required shovels, picks, lutes, rakes, brooms, and other tools as needed.
- Reflective portable safety signs of the non-permanent type (MUTCD compliant)
- Reflective safety cones and traffic barrels (MUTCD compliant)
- An appropriate assortment of barricades and traffic delineators (MUTCD compliant)
- Cell phones or units with similar wireless capability to adequately communicate with the crew(s)
- 1 Commercial grade chainsaw with appropriate personal protective equipment for pond vegetation cutting
- 1 Commercial grade power blower
- 1 Push mower
- Equipment required for pond vegetation cutting and removal
- 1 Arrow board (MUTCD compliant)
- 1 pole camera (Envirosight or equivalent)
- 1 Additional pickup truck
- Parking, labor, material and equipment Staging Area
- 30 yard roll off and debris dumping transfer facility

All motor vehicles and mobile machinery shall be equipped with the appropriate strobe lights and warning placards, and all equipment shall be maintained to a clean and professional standard, reflecting the City's high standards.

SECTION 3: PROPOSAL PRESENTATION 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. See Section 4 for Proposal contents and organization instructions.

A. Proposal Marking and Delivery

1. Delivery Method. Proposals shall be delivered to the designated Proposal receiving office by one (1) of the following methods:

a. Commercial Delivery Service (e.g., FedEx, UPS, DHL, etc.)
b. Delivery by Offeror's employee or individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the Proposal to the designated receiving office no later than the date and time stated in this RFP. 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.

2. External Marking of Proposal Package(s). All Proposal packages must be closed, sealed, and marked in large letters "PROPOSAL - DELIVER UNOPENED". Proposal packages must be labeled with the RFP number and the Procurement Officer's name. The Offeror's name and address must be clearly marked on the outside of each Proposal package.

Offerors choosing to use a commercial delivery service shall include the following notice on the outside of the Proposal package:

"NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN FEBRUARY 21, 2017; 2:00 P.M."

3. Procurement Officer and Designated Receiving Office Delivery Address. The Procurement Officer is Nesby Ingram. Proposals shall be addressed to the Procurement Officer and delivered to the following address:

City of Sandy Springs
Attn: Nesby Ingram, Procurement Officer
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

4. Proposal Due Date. Proposals are due on February 21, 2017 not later than 2:00 P.M., EST. Proposals received after the due date and time will not be accepted.

B. Proposal Arrangement, Page Limitations, and Copies

1. <u>Proposal Arrangement</u>. Offerors shall arrange their Proposals as set forth below. Detailed instructions for the preparation of each Volume are presented below and in Section 4.

Volume No.	Title	Page Limits	Electronic Format
I	Capabilities and Approaches	See below	
	Executive Summary	2 pages	PDF (on USB Drive)
	General Requirements	10 pages	
	Accountability	Included in 10-page limit	
	Responsiveness	Included in 10-page limit	
	Continuity	Included in 10-page limit	
	Task Specific Requirements	10 pages	PDF (on USB Drive)
	Capability		
	Key Personnel Resumes*	3 pages per resume	PDF (on USB Drive)
	Commitment Letters*	1per key person	PDF (on USB Drive)
II	Performance Confidence	10 pages	PDF (on USB Drive)
	Subcontractor Consent Letter(s)	No Limit	PDF (on USB Drive)
	Safety and Environmental	No Limit	PDF (on USB Drive)
III	Cost/Price	No Limit	Microsoft Excel 2007 or 2010 (on USB)
IV	Model Contract	No Limit	PDF (on USB Drive)

*Key personnel Resumes and Commitment Letters are in addition to the individual volume page limits.

a. <u>Presentation</u>. Offerors shall submit the four (4) volumes shown above, which are:

i. Volume I - Capabilities and Approaches
ii. Volume II – Performance Confidence
iii. Volume III – Cost/Price
iv. Volume IV - Model Contract

Volumes shall be separately bound in three (3) ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP number and the Offeror's name. The same identifying data should be placed on the spine of each binder. Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with lower case Roman numerals for introductory contents (e.g., title pages, tables of contents, and acronym lists). Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limits.

b. <u>Proposal Page Limitations</u>. The following page limitations are established for Proposals submitted in response to this solicitation.

i. Title pages, tabs, dividers, tables of contents and compliance matrices are excluded from the page counts specified above. Additionally, all sections of the Proposal that are not page limited shall be strictly limited to only the information as requested by this solicitation for that section. Information that can be construed as belonging in one (1) of the other sections of the Proposal will be so construed and counted against that section's page limitation, if applicable.

ii. A page is defined as one (1) side of a sheet, 8 1/2" x 11", with at least one (1) inch margins on all sides, using Calibri 12-point font. No less than Calibri 10-point font shall be used for figures and tables. Foldouts count as an equivalent number of 8 1/2" x 11" pages (e.g., 11" x 17" foldout counts as two (2) pages). The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

iii. If final Proposal revisions ("FPR") are requested, separate page limitations will be specified by the City.

iv. Pages submitted in excess of the limitations specified in this provision will not be considered or evaluated by the City.

c. Proposal Copies. Proposals shall be submitted in the number of copies indicated.

VOLUME	TITLE	COPIES
I	Capabilities and Approaches	4 Hard Copies, 1 USB Drive
II	Performance Confidence	4 Hard Copies, 1 USB Drive
III	Cost/Price	4 Hard Copies, 1 USB Drive
IV	Completed Model Contract	4 Signed Originals of Model Contract, 4 Signed Originals of each Exhibit requiring signature, 1 USB Drive

Each volume shall be submitted on a separate USB Drive.

d. Electronic Submittal. Each Offeror is required to submit its Proposal in two (2) formats, one (1) in a conventional hard copy bound format in the quantities specified above and one (1) in an electronic format on a CD. Electronic CD submissions must be compatible with the software and hardware specifications described below. CDs must be labeled or tagged with the RFP number, Offeror name, submittal date, and an indication of the files or range of files contained on the CD.

Electronic copies of the Proposal shall be submitted in Adobe PDF format, except the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. The Model Contract shall be submitted in Adobe PDF format. Any inconsistency between data provided electronically and Proposal hard copies, the hard copy data will be considered to be the intended data. For electronic

submissions, each volume of the Proposal should be submitted as a separate electronic file.

SECTION 4: PROPOSAL CONTENTS AND ORGANIZATION

A. General Instructions for Proposal Preparation

This section provides detailed instructions to Offerors to be used in the preparation of Proposals. This section is organized as follows:

- Introduction
- Period Covered by Procurement
- Executive Summary
- Most Important Requirements
- Volume I - Capabilities and Approaches
- Volume II- Performance Confidence
- Volume Ill - Cost/Price Proposal
- Volume IV - Model Contract

In providing these instructions, the City's intention is to solicit information that will permit a comprehensive evaluation of the Offeror's Proposal. The information solicited will demonstrate the Offeror's competence and capability to successfully complete the requirements specified in the Statement of Work (SOW). Generally, the Proposal shall:

- Demonstrate the Offeror’s understanding of the general and task order specific requirements of the RFP and Model Contract;
- Convey the Offeror's capabilities for transforming understanding of the requirements into accomplishment;
- Provide in detail the Offeror's plans and methods for so doing; and
- Provide, as requested below, the cost/price associated with so doing.

The Proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and substantiation of all information. The Proposal should not simply rephrase or restate the City's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements. Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged.

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the City to conduct a fair and uniform evaluation of Proposals in accordance with the evaluation factors and subfactors provided in Section 5. The items listed are not, however, all-inclusive and the Offeror should include in its Proposal any further discussion believed to be necessary or useful in demonstrating the Offeror's ability to perform the work under the Contract.

The City will not accept Proposals with alternate terms and conditions.

B. Period Covered by Procurement

This procurement covers **five (5) performance years**, with one (1) base year and four (4) one-year renewal options and a period of seven (7) weeks for phase-in. For contracting purposes, the total period is as follows:

Anticipated Dates	Duration	Contractual Coverage
May 19, 2017-June 30, 2017	Seven (7) weeks	Phase-In Period
July 1, 2017-June 30, 2018	One (1) year	Base Contract Period
July 1, 2018-June 30, 2019	One (1) year	Renewal Contract Period
July 1, 2019-June 30, 2020	One (1) year	Renewal Contract Period
July 1, 2020-June 30, 2021	One (1) year	Renewal Contract Period
July 1, 2021-June 30, 2022	One (1) year	Renewal Contract Period

The City is not obligated to the schedule listed above. Anticipated Dates may be changed by elected City officials or the City Manager. If Anticipated Dates change, then Offerors agree that all Proposals remain valid and intact and will reflect the new dates.

C. Most Important Requirements

The City has identified the following most important requirements to be considered in conducting a comprehensive evaluation of Proposals:

- *Accountability* - Improved measures for meeting contract requirements
- *Responsiveness* - Timely response to requests and inquiries
- *Continuity* - Continuous high-level of service
- *Capability* - Increase capability and opportunity for innovation in functional areas

Proposal instructions and evaluation criteria have been specifically crafted to address each of these most important requirements.

D. Volume I – Capabilities and Approaches

Detailed instructions for the preparation of Volume I are presented below, and are crafted to address each of the most important requirements listed above. Offerors are cautioned to pay particular attention to these instructions when organizing and developing Proposal content.

Volume I – Capabilities and Approaches Proposal shall be organized as follows:

- Executive Summary
- Part 1 – General Requirements
- Part 2 – Task Specific Requirements

1. Executive Summary. The Executive Summary shall be a concise summary of the Proposal including significant risks and highlights of key or unique features, excluding cost/price. The salient features should tie in with evaluation factors/subfactors described herein. Any summary material presented here shall not be considered as meeting the requirements for any portions of the other parts of the Proposal. The Executive Summary shall be included in Volume

I.

2. Part 1 – General Requirements

a. Accountability. Include the following to describe improved measures for meeting contract requirements:

i. Management. Describe your processes to plan and schedule work, track and control cost, identify and manage risk and monitor performance to ensure consistent, high quality services are delivered to the City and its residents.

ii. Performance Measurement. Describe your approach to measure performance. Identify discrete performance metrics you propose to use to manage overall contract performance.

iii. Customer Satisfaction. Describe your approach to identify, track and resolve customer concerns.

iv. Changes. Discuss your approach to contract change management including how you will identify, control, offset, avoid and/or mitigate actual and potential changes to stay within contract value. Describe the City's involvement in the change management process.

b. Responsiveness. Include the following to describe how you will ensure timely response to the City's requests and inquiries:

i. Organization. Describe how you will organize to perform the contract requirements. Summarize the responsibilities of the major elements of your organization structure. Identify all functions to be performed by subcontractors, teaming partners, and/or joint venture partners. Explain how you will manage your team members to ensure their services meet the City's requirements.

ii. Authority and Autonomy. Describe the relationship between your onsite lead and your corporate organization. Discuss the onsite lead's authority and level of autonomy. Describe any requirements for recurring reporting and accountability to your corporate office.

iii. Communication and Collaboration Strategy. Describe your communications and collaboration strategy. Show how information will be shared with City staff including the lines of communication between your staff and City personnel.

c. Continuity. The City anticipates a need for the successful Offeror to assist the City during transition from the incumbent to the successful Offeror, if the incumbent is not the successful Offeror. The purpose of the phase-in plan is to lay out the tasks and activities that need to take place to efficiently transition services from one contractor to another. The phase-in plan should detail the proposed processes and strategies for

maintaining continuity of services during the period prior to contract start, to include the following:

i. Organization. Provide a phase-in organization chart with a brief functional statement and proposed staffing for each position.

ii. Schedule. Provide a schedule for all phase-in activities to be accomplished.

iii. Communication and Coordination. Describe how you will work with the incumbent contractor and City staff, including resources and interfaces expected from each, to ensure an effective transition and continuous service.

iv. Subcontracting (Implementation). Propose all controls/procedures to verify that all major subcontracted efforts will be in place as necessary for contract performance.

v. Inventory. Describe how you will complete an inventory of City furnished Property, as described in the Model Contract, implement an appropriate system to account for the Property, and sign for accountability of the Property prior to start of contract.

vi. Discuss the risks associated with your plan and ways to mitigate them.

3. Part 2 – Task Specific Requirements

a. Capability. Include the following to describe how you will Increase capability and opportunity for innovation in functional areas of the Scope of Services:

i. Technical Approach. Describe your overall approach and processes to perform the requirements of the contract. Identify significant risks associated with the requirements. Discuss the consequences of each risk and your risk mitigation approach.

ii. Innovation. The City's goal is to continuously improve the quality of services provided to residents of the City. Your approach to help the City achieve this goal shall include the following:

- Identifying Innovative Technologies. Describe how you will stay abreast of innovative technologies to improve processes, systems, or techniques required to perform contract requirements.

- Evaluating and Adopting Innovations. Explain your process for evaluating and adopting innovative technologies.

- Implementing Proposed Innovations. Discuss any innovations you propose to implement during the initial contract period of performance. Explain how these innovations achieve efficiencies that could lead to an overall cost savings. Provide supporting rationale for your claims.

iii. Staffing. Describe the number and skills of the personnel you propose to perform contract requirements.

iv. Key Positions/Key Personnel. Identify positions and personnel key to your organization in performing contract requirements. Include key personnel resumes and commitments from personnel identified to be key to successful contract performance.

v. Property. Identify the necessary furniture, fixtures, supplies, equipment, vehicles, IT systems, etc., including quantity and rationale, to implement your proposed approach to accomplish the contract requirements.

E. Volume II - Performance Confidence

The City will assign a Performance Confidence rating based on an integrated assessment of the Offeror's relevant experience and past and present performance.

Volume II shall be organized as follows:

- Reference Contract Information
- Performance Confidence Questionnaire List
- Client Authorization Letter(s)
- Safety and Environmental Performance Data

1. Reference Contract Information. The Offeror shall provide reference contract information with the following in mind:

a. Prime Contractors and Subcontractors. Provide information from organizations and companies for which Offeror has previously performed work. Offerors and any major subcontractors shall each provide information on up to five (5) past or present contracts. Major subcontractors are defined as teaming partners or subcontractors performing effort estimated as greater than ten percent (10%) of the annual contract value. It is the responsibility of the prime contractor to integrate major subcontractor inputs within the page constraints of the volume.

b. Contract Recency. Offerors shall consider both the nature and magnitude of the effort(s) as they relate specifically to this requirement. No specific time frame is defined for contracts to be submitted for evaluation under this factor; however, Offerors are advised that the City's evaluation of submitted contracts for Performance Confidence will include an evaluation of how recently performance has occurred. Contracts with more recent performance (1-3 years) will be considered to be more relevant than those with more distant performance (more than three (3) years).

c. The following specific information shall be provided for each reference contract provided by the Offeror:

i. Contract number
ii. Contract value

iii. Client (government agency or company name)
iv. Points of contact (including address, telephone and fax numbers, and e-mail address)
   - If a government agency, include both the contracting officer and the contracting officer's technical representative points of contact
   - If a commercial reference, include both a contract administrator and functional or technical manager
v. Contract description
vi. Place of performance
vii. Period of performance
viii. Contract type
ix. Status of contract (current, terminated (if so, why), successfully completed (include completion date))
x. Discuss the relevance of the reference contract to the work described in this RFP
   - Discuss any unique schedule requirements, cost performance, problems encountered and initiative in problem resolution, and overall performance.

2. <u>Performance Confidence Questionnaire List</u>. In addition to the information above, Offerors and any major subcontractors, as defined above, shall each submit the Performance Confidence Questionnaire attached as Exhibit B, for the reference contracts cited above. **The Offeror is responsible for ensuring that each of its references, including those from its major subcontractors, returns a copy of each questionnaire directly to the Procurement Officer in a sealed envelope or by e-mail to the contact identified below.** The Offeror shall include in its written Proposal a list of those to whom the questionnaire was sent, including the name of the individual to whom it was sent, his or her current and verified phone number, organization, and reference contract number.

The Offeror should send Performance Confidence Questionnaires to references which are most relevant to work described in this Solicitation. The Offeror shall complete Section I of the Performance Confidence Questionnaires. References with government contracts are preferred, but not required. The Offeror is responsible for ensuring that its contract references send completed Performance Confidence Questionnaires to the Procurement Officer at the address below. Performance Confidence Questionnaires are due on or before the RFP due date**, February 21, 2017; 2:00 P.M.** 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.

Questionnaire submission address: City of Sandy Springs
Financial Services Procurement
Attn: Nesby Ingram, Procurement Officer
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350
E-mail: ningram@sandyspringsga.gov

3. <u>Client Authorization Letter(s)</u>. Past performance information pertaining to a subcontractor cannot be disclosed to the Offeror without the subcontractor's authorization. The Offeror should provide with the Proposal a client authorization letter in the form attached as Exhibit A from each major subcontractor consenting to the release of the subcontractor's past performance information to the Offeror. Subcontractor authorization is excluded from page count limitations.

4. <u>Safety and Environmental Performance Data</u>. The Offeror must provide a statement of its past safety and environmental performance on reference contracts identified above for past performance for the Offeror and major subcontractors. The statement shall include the following elements:

a. Safety Performance. The Offeror should include OSHA citations of the Offeror's operations during the past three (3) years. For those reference contracts cited above, the Offeror shall include records of OSHA recordable injuries and illnesses. The records typically include, for each worksite, as a minimum, one (1) copy of each year's OSHA logs for the past three {3} years including the number of employees and total labor hours at the worksite, the calculated OSHA recordable frequency rate, and the North American Industrial Classification Code utilized.

b. Environmental Performance. The Offeror should include environmental related citations of the Offeror's operations in the past three (3) years for the Offeror and major subcontractors. Citation sources include, but are not limited to, federal, state, and local environmental agencies.

F. <u>Volume Ill - Cost/Price</u>

To ensure that the City is able to perform a fair assessment of the Proposal price, each Offeror is required to submit a Cost/Price Proposal in MS Excel that is suitable for evaluation, using the Cost/Price Template attached as Exhibit C. A Cost/Price Proposal that is suitable for evaluation shall:

1. Account for all resources necessary to complete requirements of the Scope of Services.

2. Be traceable to the Capabilities and Approaches volume (Volume I).

3. Explain in detail all pricing and estimating techniques.

4. Disclose the basis of estimates for all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the City's understanding and ability to mathematically verify these estimating techniques.

5. Include all templates required by the RFP.

Volume Ill - Cost/Price Proposal shall be organized as follows:

- Narrative (see subparagraphs 3 and 4 above)

- Cost/Price Templates
- Phase-In Template

NOTE: DO NOT INCLUDE COST/PRICE DATA IN ANY OTHER PROPOSAL VOLUME.

G. Volume IV – Model Contract

Volume IV – Model Contract shall be organized as follows:

- Executed Model Contract (in the form attached to this RFP as Exhibit D, as may be amended by addenda)
- Executed copies of exhibits to Model Contract including, but not limited to: Certification of Contractor – Georgia Security and Immigration Compliance Act; Certification of Consultant – Drug-Free Workplace; Affidavit Verifying Status for City Public Benefit Application; Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

"Model Contract" as used herein includes all exhibits, attachments and addenda included as a part thereof. **Offerors are urged to read the attached Model Contract carefully prior to submitting a Proposal and ask any questions regarding the Model Contract during the question and answer period described in this RFP**.

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 Procurement Officer will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFP. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a Proposal should not be submitted.

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

This RFP 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 RFP. 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 selected Offeror's Proposal may be rejected and discussions initiated with other Offerors.

The selected Offeror shall not begin performance of services requested by this RFP 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.

SECTION 5: GENERAL EVALUATION PROCESS AND CRITERIA

A. General Information

The RFP will enable the City to gather additional information and identify one (1) 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 Proposals received. An evaluation team will be established by the City to evaluate Proposals ("Evaluation Committee"). The Evaluation Committee may invite the most qualified Offerors to interview; however, the City retains the right to select only one (1) Offeror and negotiate a contract. The City may also determine that no qualified Proposals have been received and reject all Proposals.

B. Basis for Contract Award

This is a competitive best value source selection in which competing Offerors' past performance history will be evaluated on a basis approximately equal to cost or price considerations. By submission of a Proposal, the Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. All technically acceptable Proposals shall be treated equally except for their prices and performance records. Failure to meet a requirement may result in an offer being determined technically unacceptable. The City reserves the right to reject any Proposal that takes exception to the solicitation terms and conditions. The evaluation process shall proceed as follows:

1. Technical Acceptability Evaluation (Volume I). Initially, the City's capabilities and approaches evaluation team shall evaluate the technical Proposals on a pass/fail basis, assigning ratings of "Acceptable", "Reasonably Susceptible of Being Made Acceptable", or "Unacceptable". The Proposals shall be evaluated against the following factors and subfactors:

a. Factor 1 - General Requirements. This factor focuses on the Offeror's relationship and interactions with the City and its resident customers. Three (3) subfactors shall be evaluated.

i. Subfactor 1 – Accountability. This subfactor addresses the Offeror's approach to improve measures of performance against contract requirements. Topics evaluated include the Offeror's processes and approach to manage work, methods to measure and improve performance, approach to ensure customer satisfaction and change management.

- Management: The City will evaluate the effectiveness, efficiency and feasibility of the proposed approach to planning, tracking and controlling cost, schedule, and risk for all work and monitoring performance to maintain and enhance the quality of services provided.

- Performance Measurement and Customer Satisfaction: The City will evaluate the efficiency and effectiveness of the proposed customer service and performance measurement approaches.

- Changes: The City will evaluate the approach to contract change management including the effectiveness at minimizing contract changes and controlling costs to the City. The contract change management process will also be evaluated regarding the extent that the process fosters a collaborative environment with the City.

ii. Subfactor 2 – Responsiveness. This subfactor focuses on the Offeror's ability and commitment to ensure timely response to the City's requests and inquiries. Topics evaluated include the Offeror's organization structure, the authority and autonomy of the on-site work package lead, and the Offeror's strategy to communicate and collaborate with City officials.

- Organization: The City will evaluate the effectiveness, efficiency and feasibility of the proposed approach to organize its resources to perform the contract requirements. The role and responsibilities of proposed subcontractors, teaming and/or joint venture partners will be evaluated to determine the effectiveness and feasibility of their contribution to deliver the required services. The City will evaluate the effectiveness and efficiency of the approach to manage team members.

- Authority and Autonomy: The City will evaluate the on-site lead's position within the corporate organization structure with respect to level of autonomy and level of recurring reporting and accountability to corporate.

- Communication and Collaboration Strategy: The City will evaluate the effectiveness of the proposed communications and collaboration strategy that illustrates how information will be shared with the City.

iii. Subfactor 3 – Continuity. This subfactor addresses the Offeror's approach to maintain a continuous high-level of service throughout contract transition. Topics evaluated include the Offeror's phase-in organization, schedule of phase-in activities, measures of phase- in performance, approach to secure and train the initial staff including sources of personnel and methods to attract and retain qualified incumbent personnel, approach to work with the City and incumbent contractors to ensure continuity of service, approach to implement subcontracted activities if applicable, approach to inventory and accept responsibility for City provided property, and approach to identify and mitigate phase-in risk.

The City will evaluate the phase-in plan for effectiveness, efficiency, feasibility, completeness and level of detail that demonstrates the ability to assume full responsibility for contract performance including the effectiveness of the proposed workforce and its ability to provide uninterrupted, continuous, high quality service. The City will evaluate risk in the transition period for impact (likelihood and consequence) and mitigation strategies. Proposals will be evaluated to assess the completeness, comprehension, and technical merit of

the proposed phase-in plan and transition activities and approach. Proposals will be evaluated on the realism of assumptions, appropriateness of understanding of external dependencies, and the details in the proposed phasing of transition responsibilities. The evaluation will assess the realism of the proposed schedule and the likelihood for successful performance at the end of the phase-in period. The City will consider the adequacy of the processes to ensure the orderly transition of ongoing work, the proposed phase-in organization, schedule, schedule milestones, staffing plan, alternate/backup staffing plans, subcontracting activities, orientation and training of personnel, and inventory of City-furnished property.

b. Factor 2 - Task Specific Requirements. This factor focuses on the Offeror's approach to enhance capability and innovation in providing the Scope of Services described in this RFP. The evaluation shall address five (5) subfactors: technical approach, innovation, staffing, key positions/key personnel and property.

i. Subfactor 1 - Technical Approach. This subfactor addresses the Offeror's overall approach and processes to perform the requirements of the contract, and in particular, methods that are demonstrated to have produced efficiencies that resulted in staff reductions, as well as the significant risks associated with the requirements and approach to risk mitigation.

The City will evaluate how well the Proposal demonstrates understanding of the nature of the work and provides comprehensive and effective solutions to the most significant risks. The City neither expects nor encourages a line-by-line discussion of your approach to perform contract requirements; rather, the City is interested in your understanding of the nature of the work and appreciation for significant risks.

ii. Subfactor 2 – Innovation. This subfactor focuses on the City's goal to continuously improve the delivery of service to residents of the City. Topics evaluated include the Offeror's approach to identify, evaluate and adopt innovative technologies, and the Offeror's proposal to implement proven innovations during the initial performance period.

The City will examine the approach to stay abreast of innovative technologies that improve processes, systems, or techniques required to perform the contract, the process for evaluating and adopting innovations over the course of the contract, and the innovation proposed to be implemented during the initial contract period of performance. The City will evaluate proposed innovations for their feasibility and suitability to be implemented in the City.

iii. Subfactor 3 – Staffing. This subfactor addresses the Offeror's approach to staffing. The Offeror's proposed staffing shall be fully consistent with and provide justification for the proposed cost/price. Topics evaluated include the Offeror's proposed skill mix (labor categories and number of personnel) and the rationale supporting the proposed skill mix to include any assumptions

regarding the Factor 1- General Requirements or Factor 2 - Task Specific Requirements that influence staffing levels or skills.

The City will evaluate staffing based on the following:

- Your understanding of the labor categories and skill mix necessary to perform the requirements of the contract for effectiveness, soundness, feasibility, and efficiency.

- Rationale for the proposed skill mix and number of personnel for suitability and efficiency to perform the contract requirements.

- Assumptions for reasonableness and their impact on the proposed skill mix and number of personnel.

- Selection of key positions for their effectiveness in controlling and contributing to the critical aspects of contract performance.

iv. Subfactor 4 - Key Positions/Key Personnel. This subfactor addresses the Offeror's proposals identifying positions that are critical to successful contract performance and the Offeror's plan to staff the identified positions. The Offeror's proposals for key positions and key position staffing shall be fully consistent with and provide justification for the proposed cost/price. Topics evaluated include the selection of key positions for their effectiveness in controlling and contributing to the critical aspects of contract performance. Proposed key personnel will be evaluated on their education, experience and qualifications, past performance, commitment, and overall capability to determine if they are appropriate for the positions and capable of performing in the areas proposed.

The City will evaluate the selection of key positions for their effectiveness in controlling and contributing to the critical aspects of contract performance. The City will evaluate the proposed key personnel on education, experience and qualifications, past performance, commitment, and overall capability to determine if they are appropriate for the positions and capable of performing the areas proposed.

v. Subfactor 5 – Property. This subfactor addresses the Offeror's identification of property (furniture, fixtures, supplies, equipment, vehicles, computers, workstations, copiers, printers, etc.) necessary for the Offeror to accomplish the requirements of the contract. Topics evaluated include quantity of property specified, rationale offered by the Offeror to justify its property proposal, and the reasonableness and consistency of the property proposal with the Offeror's technical approach and staffing plan.

The City will evaluate the property response for reasonableness and consistency with your technical approach and staffing plan.

c. Technical Acceptability Evaluation Process. The technical acceptability rating is based on the Offeror's response to both Factor 1- General Requirements and Factor 2 - Task Specific Requirements. General Requirements evaluation focuses on the Offeror's ability to successfully perform work for the City. Task Specific Requirements evaluation focuses on the unique requirements of the Scope of Services.

The Offeror's response to Factor 1 - General Requirements shall be evaluated on a pass/fail basis and rated "Acceptable", "Reasonably Susceptible of Being Made Acceptable" or "Unacceptable". If an Offeror's response to Factor 1 - General Requirements is rated "Unacceptable", the Proposal shall be eliminated from further consideration. Only Proposals rated "Acceptable" or "Reasonably Susceptible of Being Made Acceptable" on Factor 1 - General Requirements shall be continued to the Task Specific Requirements phase of the evaluation.

The Offeror's response to Factor 2 - Task Specific Requirements shall be evaluated on a pass/fail basis and rated "Acceptable", "Reasonably Susceptible of Being Made Acceptable" or "Unacceptable". Proposals rated "Unacceptable" shall be eliminated from further consideration.

Only Proposals rated "Acceptable" or "Reasonably Susceptible of Being Made Acceptable" for both Factor 1 - General Requirements and Factor 2 - Task Specific Requirements shall be considered for price and performance confidence evaluation.

2. Cost/Price Evaluation (Volume III). Next, the City shall rank all technically "Acceptable" and "Reasonably Susceptible of Being Made Acceptable" Proposals by price, including any option prices if applicable. The Offeror's proposed price shall be determined by examining the, cost/price templates and pricing rationale presented in Volume Ill - Cost/Price Proposal.

NOTE: Information provided in the cost/price templates will be considered when evaluating cost/price realism and reasonableness.

a. Evaluation Criterion. The cost/price evaluation shall document the reasonableness and realism of the proposed total evaluated cost/price.

i. Reasonableness. The City has established its own independent government estimate ("IGE") of what the cost/price should be and will compare each Proposal to the IGE to assess reasonableness. The City's IGE is based on data derived from multiple sources and determined to be suitable for the Stormwater Maintenance, Inspection and Repair.

ii. Realism. The City will examine the calculations, rationale and assumptions in each Cost/Price Proposal to determine if the proposed cost/price is realistic. In addition, the City will determine if the proposed cost/price consistent with the proposed technical and management approaches.

b. Ranking Offers by Cost/Price.

i. Original Submission Cost/Price. The Offeror's original submission cost/price shall be used to rank Proposals. The City may make selection and award without discussions (Offerors may be contacted only for clarification purposes). Therefore, the Offeror's original submission should contain the Offeror's best terms.

ii. Final Proposal Revisions ("FPR") Cost/Price. If the City engages in discussions regarding Proposals, the City shall rank Offerors' Proposals by FPR cost/price following discussions to determine the Proposals eligible for award. Best value awards shall be made based on this ranking.

3. Performance Confidence Assessment (Volume II). The City shall evaluate each Offeror's performance based on (1) the description of past and present efforts provided by the Offeror, (2) questionnaire responses provided by the Offeror's references, and (3) data independently obtained from other government and commercial sources.

a. Relevant performance includes performance of efforts involving a scope of services that is similar or greater in scope, magnitude and complexity than the effort described in this solicitation. The City will give preferential consideration to recent, relevant performance.

i. Recent Performance. Recent performance is defined as current performance, i.e., performance that is taking place at the present time, or performance occurring within the last three (3) years. Current performance will generally have greater impact in the performance assessment than recent performance. Performance that is more recent will have more impact than less recent performance.

ii. Relevant Performance. Relevant performance has a logical connection to the work described in the RFP and shall be characterized as "very relevant", "relevant", "somewhat relevant" or "not relevant" as follows:

- **Very Relevant** - Present/past performance involving essentially the same magnitude of effort and complexities this solicitation requires.
- **Relevant** - Present/past performance involving much of the magnitude of effort and complexities this solicitation requires.
- **Somewhat Relevant** - Present/past performance contractual effort involving some of the magnitude of effort and complexities that this solicitation requires.
- **Not Relevant** - Present/past performance did not involve any of the magnitude of effort and complexities this solicitation requires.

b. The purpose of the past performance evaluation is to allow the City to assess the Offeror's ability to perform the effort described in this RFP based on the Offeror's demonstrated recent, relevant performance. The assessment process will result in an overall performance confidence assessment of "Substantial Confidence", "Satisfactory Confidence", "Limited Confidence", or "No Confidence" as follows:

- **Substantial Confidence**: Based on the Offeror's performance record, the City has a high expectation that the Offeror will successfully perform the required effort.

- **Satisfactory Confidence**: Based on the Offeror's performance record, the City has an expectation that the Offeror will successfully perform the required effort.

- **Limited Confidence**: Based on the Offeror's performance record, the City has a low expectation that the Offeror will successfully perform the required effort.

- **No Confidence**: Based on the Offeror's performance record, the City has no expectation that the Offeror will be able to successfully perform the required effort.

c. Past performance regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement will be rated as highly as past performance information for the principal Offeror.

d. In evaluating past performance, the City reserves the right to give greater consideration to information on those contracts deemed most relevant to the effort described in this RFP.

5. <u>Acceptance of Best Value Offer</u>. If the lowest priced evaluated Technically Acceptable Proposal is judged to have a "Substantial Confidence" performance confidence assessment, that Proposal represents the best value for the City and the evaluation process stops at this point. Award shall be made to that Offeror without further consideration of any other Proposals.

6. <u>Award to Other Than Lowest Priced Offer</u>. The City reserves the right to award a Contract to other than the lowest priced Proposal if the lowest priced Offeror is judged to have a performance confidence assessment of "Satisfactory Confidence" or lower. In that event, the City shall make an integrated assessment best value award decision.

7. <u>Clarification/Communication with Offeror</u>. Offerors are cautioned to submit sufficient information in the format specified in this RFP. Offerors may be asked to clarify certain aspects of their Proposal or respond to adverse past performance information to which the Offeror has not previously had an opportunity to respond. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

Communication conducted to resolve minor or clerical errors will not constitute discussions and the City reserves the right to award a contract without the opportunity for Proposal revision.

7. Interviews. At the City's discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFP, 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 Proposal 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.

8. Methods of Selection. The City will use, depending on the specific circumstances of the offers received, one (1) of the following methods to select the best value Proposal: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all Offerors in the competitive range, afford each Offeror within the competitive range an opportunity to revise its Proposal, and then make selection. Therefore, the Offeror's initial Proposal should contain the Offeror's best terms.

9. Negotiation and Best and Final Offer. If the City deems it is in its best interest to retain the services of one (1) 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.

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

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.

Offerors submitting Proposals 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.

10. Offer Acceptance Period. Proposals submitted in response to this RFP shall remain firm for two hundred seventy (270) days after the date specified for receipt by the City and shall contain a statement to this effect.

11. Additional Basic Ordering Agreement Awards. The City reserves the right to award additional basic ordering agreements for the Scope of Services described in this RFP. An Offeror submitting a Proposal that is deemed "Technically Acceptable" by the Evaluation Committee and is judged to have a performance confidence assessment rating of "Satisfactory Confidence" or higher, but is not awarded a Contract effective July 1, 2017, may be considered

eligible for Contract award in the future ("Eligible Offeror"). If the Contract awarded pursuant to this RFP is terminated for any reason, the City reserves the right to request from an Eligible Offeror a current Cost/Price Proposal and an executed Contract for consideration of award. The City also reserves the right to request such other documents at that time as deemed necessary to consider whether or not to make a Contract award, or it may determine to pursue other methods available to it to procure required services.

C. Evaluation Criteria

1. Volume I - Capabilities and Approaches. Specific evaluation criteria for each factor and subfactor are presented in Section 5.B.1 – Technical Acceptability Evaluation. The general criterions are: effectiveness, efficiency and feasibility.

a. Effectiveness. The effectiveness criterion addresses doing the right job. This criterion focuses the evaluation on the Offeror's understanding of the requirement. Does the Offeror understand and acknowledge the nature of the work to be done?

b. Efficiency. The efficiency criterion addresses doing the job right. This criterion focuses the evaluation on the Offeror's approach to perform the requirement. How well can the Offeror be expected to perform the work? Will the Offeror's approach result in successful performance outcomes?

c. Feasibility. The feasibility criterion focuses on risk. Is the Offeror's approach consistent with generally accepted or proven methods to perform the work? If not, why does the Offeror expect the proposed approach to be successful? How does the Offeror propose to manage any risk inherent in the approach?

2. Volume II - Performance Confidence. Performance confidence evaluation criteria, i.e., recency and relevance, and the overall confidence assessment criteria are detailed in Section 5.B.3 - Performance Confidence Assessment.

3. Volume III - Cost/Price Proposal. Cost/price evaluation criteria, i.e., reasonableness and realism, are detailed in Section 5.B.2 - Cost/Price Evaluation.

4. Volume IV - Model Contract. The Offeror's data entered in the Model Contract shall be reviewed for accuracy and completeness.

SECTION 6: PRE-PROPOSAL CONFERENCE WITH OFFERORS

The City will hold a pre-proposal conference to review the submission criteria and answer questions regarding this procurement. The pre-proposal conference will be held on January 10, 2017 at 10:00 A.M. at Heritage Sandy Springs, 6110 Blue Stone Road, Sandy Springs, GA, 30328. **This pre-proposal conference is not mandatory, but Offerors are strongly encouraged to attend.** See Section 7: Pre-Submittal Inquiries for information regarding the submittal of questions related to this procurement. Note that where any discrepancy exists between a verbal response and a written response to a question, the written response shall supersede the verbal response.

SECTION 7: PRE-SUBMITTAL INQUIRIES

A question and answer period has been established. All inquiries must be submitted in writing (e-mail to *rfp18-004@sandyspringsga.gov*) no later than; 5:00 P.M. EST, January 13, 2017. After this date and time, questions may not be answered.

Responses to questions and any additional information relating to this RFP will be posted to the City's website http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements. Informal verbal communications, or communications by any person other than the Procurement Officer named in this RFP shall be considered unofficial and the City shall have no responsibility to verify any information that is not contained in this RFP or future addenda.

Please check the website regularly for updates and addenda.

SECTION 8: COMMUNICATIONS

Questions or comments regarding this procurement shall be submitted in writing via e-mail to the Procurement Officer **ONLY** (see address below). **The Offeror must clearly reference the section and page numbers of the RFP which are applicable to the question(s) or comment(s) submitted.**

Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.

Offerors are encouraged to submit questions or comments on the final RFP by no later than 5:00 P.M., EST, January 13, 2017 to allow for analysis and dissemination of the City's responses in advance of the Proposal due date. Questions received after this date and time may not be answered.

The principal point of contact for this procurement is the Procurement Officer. The Procurement Officer can be reached via e-mail at *rfp18-004@sandyspringsga.gov.* Until a contractor is selected and the selection is announced regarding the Procurement, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this procurement are not allowed to communicate regarding the procurement for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any potential or interested contractor or vendor who knowingly participates in such violation. Any City staff or elected officials who violate this restriction acknowledge such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the procurement. **All communications concerning this procurement must be directed to the Procurement Officer named in this procurement**.

SECTION 9: ANTICIPATED SCHEDULE OF EVENTS

- Advertisement – December 14, 2016 and December 21, 2016
- Pre-Submittal Conference – January 10, 2017; 10:00 a.m. EST **(Not mandatory, but Offerors are strongly encouraged to attend.)**
- Deadline for Questions – January 13, 2017; 5:00 p.m.
- Publication of Questions and Answers to the City's website – week of January 20, 2017
- Qualifications/Submittals Due – February 21, 2017; 2:00 p.m.
- Evaluations – February 23, 2017-March 13, 2017
- Interviews – April 10, 2017-April 14, 2017

SECTION 10: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this RFP become property of the City when received. Any proprietary information contained in the Proposal should be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal 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 County 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 Proposal 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 an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the RFP.

E. From the date this RFP 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, Procurement Officer 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, Procurement Officer
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350
E-Mail: *rfp18-004@sandyspringsga.gov*

F. Costs for developing and delivering Proposals or any response to this RFP and any subsequent presentations of the Proposal 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 a Proposal.

G. 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 Proposal before the deadline.

H. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP 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 RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request if unopened;

2. Reject any or all Proposals 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 RFP which would not have significant impact on any Proposal;

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.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Offeror in the foregoing Proposal; that _____, who signed said Proposal on behalf of the Offeror, was then (title) _____ of said company; that said Proposal 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 _____, 2017.

_____
(Signature)

(Seal)

Corporate Name: _____

d/b/a _____

SECTION 11: EXHIBITS

EXHIBIT A: SAMPLE CLIENT AUTHORIZATION LETTER

EXHIBIT B: FORM OF PERFORMANCE CONFIDENCE QUESTIONNAIRE

EXHIBIT C: COST/PRICE PROPOSAL TEMPLATE

EXHIBIT D: MODEL CONTRACT including, as Exhibits, the following:

- Offeror's Proposal
- Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A
SAMPLE CLIENT AUTHORIZATION LETTER

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

Date: _____

Client name
Client address
City, State Zip

Dear Client:

We are currently responding to the City of Sandy Springs Request for Proposals ("RFP") for Stormwater Maintenance, Inspection and Repair Services ("Procurement"). The City of Sandy Springs ("City") is emphasizing performance confidence as a source selection factor. As such, the City's solicitation requires that our past and present clients be identified and participate in the evaluation process. Therefore, we are enclosing a Performance Confidence Questionnaire for your review and completion. You are hereby authorized to respond to this and other inquiries from representatives of the City in connection with the Procurement.

We have identified _____ of your organization as the point of contact based on his/her knowledge of our work.

Please complete the enclosed Performance Confidence Questionnaire and forward it directly to:

City of Sandy Springs
Attn: Nesby Ingram, Procurement Officer
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

E-mail responses may be sent to: ningram@sandyspringsga.gov.

A response to the Performance Confidence Questionnaire is requested to the above address no later than February 21, 2017; 2:00 P.M. EST.

Your cooperation is appreciated. Any questions may be directed to the undersigned.

Sincerely,

Enclosure

EXHIBIT B
FORM OF PERFORMANCE CONFIDENCE QUESTIONNAIRE
STORMWATERMAINTENANCE, INSPECTION AND REPAIR SERVICES

I. REFERENCE CONTRACT IDENTIFICATION (to be completed by Offeror, the Contractor for this Contract Reference)

Contractor (Company/Division/ Mailing Address):	
Contract Number:	
Contract Type:	
Contract Value:	
Contract Description:	
Period of Performance (basic and any options):	
During this contract period of performance, this Contractor was the Prime Contractor, Subcontractor, Other (explain):	
If not a Prime Contractor, what is the percentage of the Contract Value for this Contractor:	

II. PERFORMANCE CONFIDENCE EVALUATION (to be completed by Respondent)

The Performance Confidence evaluation assesses the Contractor's performance under previously awarded contracts with the same or similar requirements. The Performance Confidence evaluation is an assessment of the City's level of confidence in the Contractor's ability to perform the solicitation requirements as described in the City's Scope of Services for the referenced procurement. Use the following adjectival ratings to respond to the questions below. Please select one rating per statement, using the following definitions, and provide additional remarks to further explain any rating.

Performance	Definition
Exceptional	**The Contractor's performance meets contractual requirements and exceeds many (requirements) to the Government's benefit. The contractual performance was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.**
Satisfactory	**The Contractor's performance meets contractual requirements. The contractual performance contained some minor problems for which corrective actions taken by the Contractor were satisfactory.**
Marginal	**Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the Contractor has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented.**
Poor	**Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the Contractor's corrective actions were ineffective.**

GENERAL

1. List three (3) of the Contractor's major strengths and how contract performance was affected:

•
•
•

2. List three (3) of the Contractor's major weaknesses and how contract performance was affected:

•
•
•

OVERALL RATING OF CONTRACTOR'S PERFORMANCE

Question 1:	**Please assign an overall rating using the adjectival ratings below.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 2:	**If the choice were yours alone, would you select this Contractor for the follow-on contract?**							
	Yes:		No:					
Comment:								

DETAILED EVALUATION RATINGS

Please rate the Contractor's performance in each of the following areas.

ACCOUNTABILITY

Question 3:	**Conformance with the terms and conditions of the contract, including delivery of products and reports, and adherence to cost and schedule constraints.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 4:	**Ability to correct performance deficiencies.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 5:	**Compliance with technical requirements and performance standards.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 6:	**Understanding and management of customer requirements and priorities.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 7:	**Initiative identifying and resolving unforeseen technical and schedule problems.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								

RESPONSIVENESS

Question 8:	**Managing a large number of varied tasks and experience in responding to short term high demand requirements.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 9:	**Effectively managing subcontractors.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 10:	**Qualifications and effectiveness of on-site management.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 11:	**Level of autonomy on-site management had in managing the contract.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 12:	**Corporate management involvement in the contract operations and responsiveness to resolve performance problems.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 13:	**Key personnel performance and relevant experience.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								

CONTINUITY

Question 16:	**Transition from previous contract (or contractor) with no impact to work in progress.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 17:	**Compliance with schedule requirements. Discuss any Contractor-caused schedule slips.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 18:	**Cooperation with other contractors to meet customer requirements.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								

CAPABILITIES

Question 19:	**Utilization of innovative and resource-efficient solutions to satisfy requirements.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	

Comment:								
Question 20:	**Ability to manage multiple, concurrent, and complex tasks.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 21:	**Ability to identify and mitigate risks (including risks associated with cost, schedule, deliverables, and milestones), to ensure contract success.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								
Question 22:	**Please rate overall quality of services provided.**							
Rating:	**Exceptional:**		**Satisfactory:**		**Marginal:**		**Poor:**	
Comment:								

ADDITIONAL INFORMATION

Question 23:	**Did the Contractor provide the key personnel proposed?**			
	Yes:		No:	
Comment:				
Question 24:	**Upon their departure, were key personnel replaced appropriately and in a timely manner?**			
	Yes:		No:	
Comment:				
Question 25:	**If hiring was required at any time after the start of the contract, did the Contractor identify appropriate vacancy skill sets and fill those vacancies with the appropriate skills and expertise in a timely manner?**			
	Yes:		No:	
Comment:				
Question 26:	**If the contract's scope was increased or decreased, was the Contractor proactive in meeting new requirements?**			
	Yes:		No:	
Comment:				
Question 27:	**Did any regulatory violations occur because of Contractor's actions?**			
	Yes:		No:	
Comment:				

III.RESPONDENT INFORMATION (to be completed by Respondent)

Name of Evaluator:	
Position Title:	
Agency/Company Name and Mailing Address:	
Telephone Number:	
E-mail Address:	
Role in Program/ Contract:	
Length of Involvement in this Program/Contract:	
Date Questionnaire Completed:	

RETURN INFORMATION:

Please return this questionnaire to:

City of Sandy Springs
Attn: Nesby Ingram, Purchasing Manager and Procurement Officer
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

E-mail responses may be sent to: *ningram@sandyspringsga.gov*.

QUESTIONNAIRE MUST BE RETURNED TO THE CITY OF SANDY SPRINGS NO LATER THAN 2:00 PM EST ON FEBRUARY 21, 2017.

EXHIBIT C
COST/PRICE TEMPLATE

STORMWATERMAINTENANCE, INSPECTION AND REPAIR SERVICES

Narrative:

$_____ annually (40 concurrent hours per week/4 person crew with scheduled equipment). The contractor will invoice on a monthly basis $_____.

Also provide Cost/Price information in the table on the following page. Cost/Price information is provided for additional information on the cost of pond vegetation cutting and removal services. It is not in addition to the cost of the crew. Contract amount will be as provided in the annual and monthly costs noted above.

Emergency Work, Specialty Work or Equipment will require pre-approval by the City Manager or his designee. (This item should be budgeted by the City, not to be included in the contract.)

Overtime / Emergency Call Out Work

1. 2 man crew _____ / hour
2. 4 man crew _____ / hour
3. 5 man crew _____ / hour
4. 6 man crew _____ / hour
5. 7 man crew _____ / hour
6. 8 man crew _____ / hour

Additional Equipment Cost Schedule: (For emergency operations and equipment not on the scheduled equipment list)

Equipment	**Quantity**	**Cost per Unit**
		$_____
		$_____
		$_____
		$_____
		$_____

City may acquire other services from the vendor as set forth below provided however no charges shall be authorized without written authorization from the City prior to such cost being incurred:

EXHIBIT D
MODEL CONTRACT

EXHIBIT C
MODEL CONTRACT

SANDY SPRINGS™
GEORGIA

AGREEMENT FOR SERVICES
STORMWATER MAINTENANCE, INSPECTION AND REPAIR SERVICES

This AGREEMENT FOR SERVICES (hereinafter "Contract") is made this _____ day of _____, 2017 by and between *Contractor* (hereinafter "Contractor") located at *Contractor Address* _____ and the City of Sandy Springs, Georgia (hereinafter "City" or "Sandy Springs").

W I T N E S S E T H:

WHEREAS, Contractor is engaged in the business of providing Stormwater Maintenance, Inspection and Repair Services; and

WHEREAS, the City has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services") (note that "Services" includes Services performed, workmanship, and material furnished or utilized in the performance of services pursuant to this Contract); and

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

WHEREAS, the City 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:

A. Services.

Contractor hereby agrees to render the Services to the City 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.

B. Compensation.

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

2. 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 the City. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. Notice of the City's Use of Outside Contractors to Review Submitted Invoices. The City may utilize support contractors to assist the City in the review and evaluation of Contractor's invoices and similar requests for payment or evidence of delivery. Support contractors will be provided access to these and other records to support City officials in reviewing and reconciling invoices, payment records, and the City's financial and budgetary records, and in facilitating the timely payment of submitted invoices. Such documents and records may contain the proprietary information of Contractor including, but not limited to, awarded contracts.

Each of the support contractor employees may, at the direction of Contractor to the City Manager, be required to execute a non-disclosure agreement which acknowledges that the support contractor employees:

a. Shall use proprietary information only in performance of the above tasks and for no other reason;

b. Shall not share proprietary information with his or her employer;

c. Shall not use such information for personal or other benefit; and

d. Shall promptly notify his or her employer of any breach of his or her responsibilities.

Unless Contractor specifically objects in writing, Contractor agrees, by the submission of a proposal, to allow the City's support contractors to have access to Contractor's proprietary information for the purposes described above. Contractor is required to promptly notify the City Manager of any breach of the non-disclosure obligations of this section.

C. Inspection of Services.

1. Contractor shall provide and maintain a system, acceptable to the City, for inspecting all Services it provides under this Contract. Complete records of all inspection work performed by Contractor shall be maintained and made available to the City during Contract performance and for a period of three (3) years following Contract termination.

2. The City has the right to inspect and test all Services called for by the Contract, to the extent practicable, at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay the work.

3. If the City performs inspections or tests on the premises of Contractor or a subcontractor, Contractor shall furnish, and shall require subcontractors to furnish, at no increase in the Contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

4. (a) If any of the Services do not conform to Contract requirements or industry standards, the City may require Contractor to perform the Services again in

conformity with Contract requirements, at no increase in Contract amount. When the defects in Services cannot be corrected by re-performance, the City may:

i. Require Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

ii. Reduce the Contract price to reflect the reduced value of the Services performed.

(b) If Contractor subsequently fails again to take the necessary action to ensure future performance in conformity with Contract requirements, the City may:

i. By contract or otherwise, perform the Services and charge to Contractor any cost incurred by the City that is directly related to the performance of such Services; or

ii. Terminate the Contract for default by procedures set forth in this Contract.

D. <u>City Property</u>.

1. Definitions. As used in this section:

"Acquisition Cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove parts from City Property for use or for installation on other City Property.

"City-Furnished Property" means Property in the possession of, or directly acquired by, the City and subsequently furnished to Contractor for performance of the Contract. City-Furnished Property includes, but is not limited to, spares and Property furnished for repair, maintenance, overhaul, or modification. City-Furnished Property also includes Contractor-Acquired Property if Contractor-Acquired Property is a deliverable under a cost contract when accepted by the City for continued use under the Contract.

"City Property" means all Property owned or leased directly by the City. City Property includes both City-furnished and Contractor-Acquired Property. City Property includes Material, Equipment, vehicles, special tooling, special test Equipment, and real Property. City Property does not include intellectual property and software. City Property includes logos, trademarks and service marks owned or controlled by the City.

"Contractor-Acquired Property" means Property acquired, fabricated, or otherwise provided by Contractor for performing a contract, and to which the City acquires title.

"Discrepancies Incident to Shipment" means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include Material, real Property, special test Equipment or special tooling.

“Inventory” means:

a. Any Property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is subsequently vested in the City and which exceeds the amounts needed to complete full performance under the entire Contract;

b. Any Property that the City is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the full or partial termination of the Contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the City; and

c. City-Furnished Property that exceeds the amounts needed to complete full performance under the entire Contract.

“Material” means Property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include Equipment, special tooling, special test Equipment or real Property.

“Property” means all tangible property, both real and personal.

“Property Records” means the records created and maintained by Contractor in support of its stewardship responsibilities for the management of City Property.

“Provide” means to furnish, as in City-Furnished Property, or to acquire, as in Contractor-Acquired Property.

2. Property Management.

a. Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) City Property in its possession. The system shall be adequate to satisfy the requirements of this section. In doing so, Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of City Property, consistent with voluntary consensus standards and/or industry-leading practices and standards for City Property management except where inconsistent with law or regulation. During the period of performance, Contractor shall disclose any significant changes to its Property management system to the City Manager prior to implementation. For purposes of this provision, “system to manage” means defined procedures and methodology.

b. Contractor’s responsibility extends from the initial acquisition and receipt of Property and Material, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus Property), or other disposition, or via a completed

investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed Property and Material. This requirement applies to all City Property under Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors.

c. Contractor shall include the requirements of this section in all subcontracts under which City Property is acquired or furnished for subcontract performance.

3. Use of City Property.

a. Contractor shall use City Property, either furnished or acquired under this Contract, only for performing this Contract and such Property shall not be used for non-City Contractor business or for personal uses unless otherwise provided for in this Contract or approved by the City Manager.

b. Modifications or alterations of City Property are prohibited, unless they are:

i. Reasonable and necessary due to the scope of work under this Contract or its terms and conditions;

ii. Required for normal maintenance; or

iii. Otherwise authorized by the City Manager.

c. Contractor shall not Cannibalize City Property unless otherwise provided for in this Contract or approved by the City Manager.

4. City-Furnished Property.

a. The City shall deliver to Contractor the City-Furnished Property described in this Contract. The City shall furnish related data and information in its possession needed for the intended use of the Property.

b. The delivery and/or performance dates specified in this Contract are based upon the expectation that the City-Furnished Property will be suitable for Contract performance and will be delivered to Contractor by the dates stated in the Contract.

i. If the Property is not delivered to Contractor by the dates stated in the Contract, the City Manager shall, upon Contractor's timely written request, consider an equitable adjustment to the Contract.

ii. In the event Property is received by Contractor, or for City-Furnished Property after receipt and installation, in a condition not suitable for its intended use, the City Manager shall, upon Contractor's timely written request, advise Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the Property at the City's expense. Upon completion of the required action(s), the City Manager shall consider an equitable adjustment to the Contract).

c. The City Manager may by written notice, at any time:

i. Increase or decrease the amount of City-Furnished Property under this Contract;

ii. Substitute other City-Furnished Property for the Property previously furnished, to be furnished, or to be acquired by Contractor for the City under this Contract; or

iii. Withdraw authority to use Property.

Upon completion of any action(s) under paragraph (4)(c) of this section, and Contractor's timely written request, the City Manager shall consider an equitable adjustment to the Contract.

5. Title to City Property.

a. Title under City-Furnished Property. The City shall retain title to all City-Furnished Property. Title to City Property shall not be affected by its incorporation into or attachment to any Property not owned by the City, nor shall City Property become a fixture or lose its identity as personal Property by being attached to any real Property.

b. Title under Cost-Reimbursable Property.

i. Title to all Property purchased by Contractor for which Contractor is entitled to be reimbursed as a direct item of cost under this Contract shall pass to and vest in the City upon the vendor's delivery of such Property.

ii. Title to all other Property, the cost of which is reimbursable to Contractor, shall pass to and vest in the City upon:

(A) Issuance of the Property for use in Contract performance;

(B) Commencement of processing of the Property for use in Contract performance; or

(C) Reimbursement of the cost of the Property by the City, whichever occurs first.

iii. All City-Furnished Property and all Contractor-Acquired Property, title to which vests in the City under this paragraph are subject to the provisions of this section.

6. Contractor Plans and Systems.

a. Contractor shall establish and implement Property management plans, systems, and procedures at the Contract, program, site or entity level to enable the following outcomes:

i. Acquisition of Property. Contractor shall document that all Property was acquired consistent with its engineering, production planning, and Property control operations.

ii. Receipt of City Property. Contractor shall receive City Property, document the receipt as requested by the City, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this section, identify as City owned in a manner appropriate to the type of Property (e.g., stamp, tag, mark, or other identification), and manage any Discrepancies Incident to Shipment.

(A) City-Furnished Property. Contractor shall furnish a written statement to the City Manager containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of City-Furnished Property.

(B) Contractor-Acquired Property. Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-Acquired Property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

iii. Records of City Property. Contractor shall create and maintain records of all City Property accountable to the Contract, including City-furnished and Contractor-Acquired Property.

(A) Property Records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the City Manager, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit Acquisition Cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable Contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for City Material. When approved by the City Manager, Contractor may maintain, in lieu of formal Property Records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of Material that is issued for immediate consumption.

iv. Physical Inventory. Contractor shall periodically perform, record, and disclose physical Inventory results. A final physical Inventory shall be performed upon Contract completion or termination. The City Manager may waive this final Inventory requirement, depending on the circumstances (e.g., overall reliability of Contractor's system or the Property is to be transferred to a follow-on contract).

v. Subcontractor Control.

(A) Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of Contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of City Property).

(B) Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine that the subcontractor's Property management system meets the standards of Contractor's Contract requirements with the City.

vi. Reports. Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical Inventory results; audits and self-assessments; corrective actions; and other Property related reports as directed by the City Manager.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the City Manager, Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the City Manager as soon as the facts become known or when requested by the City.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique-item identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition Cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled Property of which the City Property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the City will receive any reimbursement covering the loss, theft, damage or destruction in the event Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the Property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

vii. Relief of Stewardship Responsibility. Unless the Contract provides otherwise, Contractor shall be relieved of stewardship responsibility for City Property when:

(A) Such Property is consumed, expended or disposed, reasonably and properly, or otherwise accounted for, in the performance of the Contract, including reasonable Inventory adjustments of Material as determined by the City Manager; or

(B) The City Manager granted relief from responsibility for loss, theft, damage or destruction of City Property.

viii. Utilizing City Property.

(A) Contractor shall utilize, consume, move, and store City Property only as authorized under this Contract. Contractor shall promptly disclose and report City Property in its possession that is excess to Contract performance.

(B) Unless otherwise authorized in this Contract or by the City Manager, Contractor shall not commingle City Material with Material not owned by the City.

ix. Maintenance. Contractor shall properly maintain City Property. Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. Contractor shall disclose and report to the City Manager the need for replacement and/or capital rehabilitation.

x. Property Closeout. Contractor shall promptly perform and report to the City Manager Contract Property closeout, to include: reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all Property upon termination or completion of this Contract; and disposing of items at the time they are determined to be excess to Contract needs.

b. Contractor shall establish and maintain City accounting source data, as may be required by this Contract, particularly in the areas of recognition of acquisitions and dispositions of Material and Equipment.

c. Contractor shall establish and maintain published procedures necessary to assess its Property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to City Property shall be made available to the City Manager.

7. Systems Analysis.

a. The City shall have reasonable access to Contractor's premises and all City Property, at reasonable times, for the purposes of reviewing, inspecting and evaluating Contractor's Property management plan(s), systems, procedures, records, and supporting documentation that pertains to City Property. This access includes all site locations associated with the performance of Services under this Contract including, with Contractor's consent, all subcontractor premises associated with the performance of Services under this Contract.

b. Records of City Property shall be readily available to authorized City personnel and shall be appropriately safeguarded.

c. Should it be determined by the City that Contractor's (or subcontractor's) Property management practices are inadequate or not acceptable for the effective management and control of City Property under this Contract, or present an undue risk to the City, Contractor shall prepare a corrective action plan when requested by the City Manager and take all necessary corrective actions as specified by the schedule within the corrective action plan.

d. Contractor shall ensure City access to subcontractor premises and all City Property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's Property management plan, systems, procedures, records, and supporting documentation that pertains to City Property.

8. Contractor Liability for City Property. Contractor assumes the risk of, and shall be responsible for, any loss, theft, damage or destruction of City Property upon its delivery to Contractor as City-Furnished Property. However, Contractor is not responsible for reasonable wear and tear to City Property or for City Property properly consumed in performing this Contract.

9. Equitable Adjustment. Equitable adjustments under this section shall be made in accordance with the procedures of Section Y, Changes; however, the City shall not be liable for breach of Contract for the following:

a. Any delay in delivery of City-Furnished Property.

b. Delivery of City-Furnished Property in a condition not suitable for its intended use.

c. An increase, decrease, or substitution of City-Furnished Property.

d. Failure to repair or replace City Property for which the City is responsible.

E. <u>Audit and Inspection Rights</u>.

1. The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's payroll and performance under this Contract. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Contract. Contractor shall make all necessary books and records available for audit in Fulton County, Georgia.

2. The City may, at reasonable times during the term hereof, inspect Contractor's facilities and perform such inspections and process reviews as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Contract conform to the terms of this Contract. Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of inspections by the City's representatives.

F. <u>Relationship of Parties</u>.

1. <u>Independent Contractors</u>. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the City and Contractor This Contract shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the City 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 Contract.

The City shall exercise no control over the means and methods of accomplishing the work of any Contractor personnel under the Contract. Contractor shall retain control over and be responsible for the details of how the Services under this Contract are to be performed by all Contractor personnel.

2. <u>Employee Benefits</u>. Contractor shall not be eligible for any benefit available to employees of the City 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.

3. <u>Payroll Taxes</u>. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Contract. 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 the City.

G. Representations and Warranties of Contractor.

Contractor hereby warrants, represents and agrees as follows:

1. No approval, authorization, clearance, declaration, or order of or to any other person or entity is required in order to permit Contractor to perform the Services under this Contract.

2. Neither the execution of this Contract nor the consummation of the transactions contemplated hereby will cause, or give any person ground to cause, the maturity, acceleration, or increase of any liability or obligation of Contractor and will not conflict with, violate, or constitute default under any contract, agreement, duty, obligation, or instrument to which Contractor is a party or to which Contractor is bound.

3. Contractor, by execution hereof, does hereby represent to the City that the Contractor, through the signature of the officials contained in this Contract, has full power and authority to make and execute this Contract to the effect that the making and execution hereof shall create a legal obligation upon Contractor, which shall be legally binding upon Contractor.

4. Nothing contained or any obligation on the part of Contractor to be performed hereunder shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of Contractor pursuant to the laws of the State of Georgia.

H. <u>Contractor Responsibilities Regarding Contractor Personnel</u>.

1. <u>General</u>. Contractor shall be solely responsible for all compensation, benefits, insurance and rights of Contractor employees during the course of or arising or accruing as a result of any employment, whether past or present, with Contractor, as well as all legal costs including attorneys' fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the City does not assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under O.C.G.A. §34-9-1, <u>et seq.</u>, or any other benefits or amenities of employment to any of Contractor employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

2. <u>Background Checks</u>. Prior to assigning any employee to the City, Contractor shall subject each of its employees prospectively considered for assignment to provide Services to the City to a full background check. Current Contractor employees shall be subjected to complete background checks every two (2) years or as otherwise agreed by the parties. The background check shall include, but not be limited to, the following:

a. Fingerprint check.
b. Motor vehicle records.
c. Criminal records.
d. Credit records.
e. Educational records.
f. Past and current employers.
g. References.
h. Military records.
i. State licensing records, when applicable.

Based upon information obtained from a background check, the City Manager shall have the right to approve any person to work with the City, exclude any person from working with the City, or take action to effectuate the termination of any person's relationship with the City at any time during the term of this Contract if, in the City Manager's opinion, that person's background check reveals behavior that demonstrates the person is not fit or would not meet industry standards in performing the duties assigned under this Contract. In addition, the City shall have the right, with respect to any person, to approve, deny, restrict, or remove access to a City vehicle or other City Property.

Contractor shall further exclude any person from working with the City, or take action to terminate such person's relationship with the City, at any time during the term of this Contract whose background check reveals that the person has exhibited behavior that demonstrates that the person is not fit or would not meet industry standards in performing the duties to which they are assigned under this Contract.

3. Contractor Key Personnel. Contractor shall promptly notify the City Manager and CMR prior to making any changes in key staff assigned to Services for the City as indicated in Contractor's Proposal attached hereto as Exhibit A.

All Contractor notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitute, and any other pertinent information requested by the City Manager. The City Manager shall be provided the opportunity to review and approve or reject the proposed substitution.

The City Manager reserves the right at any time to request the removal of key personnel for any reason which could, in the City Manager's opinion, affect performance under this Contract. If such a request is made by the City Manager, Contractor shall remove the personnel as directed by the City Manager, and Contractor shall propose a substitute as provided above.

Contractor shall not remove any key personnel before the key personnel's position is filled by a substitute approved and authorized by the City Manager; provided, however, if the key personnel is removed pursuant to a request by the City Manager as provided above, Contractor shall fill such key personnel's position within thirty (30) days from the date such position is vacated.

This section does not, in any way, abrogate Contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key personnel positions with qualified personnel.

4. Identification of Employees and Vehicles. Contractor employees shall wear logo t-shirts and/or polo style shirts with the city's logo and khaki\navy blue style work pants when they are performing services for the city, except as otherwise directed by the City Manager or his designee. Clothing should be free of holes, rips, or stains and look professional for the tasks being performed. If the contractor's company name or logo is used in conjunction with the **required** city logo, the company logo must be fifty percent (50%) smaller than the city logo size. This includes logos on equipment and ride vehicles. Contractor vehicles shall be identified with the City of Sandy Springs Logo Magnetic signs provided by the City of Sandy Springs.

I. Term.

This Contract shall become effective as of the date of its execution, shall continue in effect until June 30, 2017. The term of this contract shall be for five (5) performance years, with one (1) base year and four (4) one-year renewal options and a period of seven (7) weeks for phase-in, 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.

J. <u>Termination for Convenience of City</u>.

The City, upon thirty (30) days written notice, may terminate this Contract, in whole or in part, when it is in the City's interest. In the event of full or partial termination, the City shall be liable only for payment under the payment provisions of this Contract for Services rendered before the effective date of termination.

K. <u>Default</u>.

1. An event of default shall mean a material breach of this Contract. Without limiting the generality of the foregoing, an event of default shall include the following:

a. Contractor fails to perform the Services within the time specified in this Contract or any extension.

b. Contractor has refused or failed, except in the case for which an extension of time is provided, to supply properly skilled personnel.

c. Contractor has failed to obtain the approval of the City where required by this Contract.

d. Contractor has made a representation or warranty hereunder that was false or inaccurate in any material respect when made, or which materially and adversely affects the legality of this Contract or the ability of either party to carry out its obligations hereunder.

e. Contractor fails to perform any of the other provisions of this Contract, subject to any right to cure, or resolve a dispute.

f. Contractor has been adjudged as bankrupt or Contractor makes a general assignment for the benefit of creditors, appoints a receiver on account of insolvency, or files a petition to take advantage of any debtor's act.

2. In the event of a default, this Contract may be terminated by the City after written notice to Contractor of the default, which notice shall specify the default, provide both a demand to cure the default and a reasonable time to cure the default and state a date upon which the Contract shall be terminated if there is a failure to timely cure the default. For purposes of this section, "reasonable time" shall be ten (10) calendar days except when the failure to perform Services affects the public health, safety or welfare, in which case reasonable time may be less than ten (10) days. A failure to cure a default within the specified time shall result in termination of the Contract on the date set forth in the notice of default if such notice of default has not been removed in writing by the City. Contractor's right to cure pursuant to this subparagraph shall not be applicable to a default under the provisions of Section W.3, Failure to Comply with Provisions.

3. The Contractor shall be liable for all damages resulting from the default.

4. If this Contract is terminated in whole or in part, the City may acquire, under the terms and in the manner the City Manager considers appropriate, Services similar to those terminated, and the Contractor will be liable to the City for any excess costs for those Services; however, the Contractor shall continue the work not terminated.

5. If this Contract is terminated in whole or in part, the Contractor shall protect and preserve Property in its possession in which the City has an interest, until the Contractor is relieved of this need.

6. The Contractor shall not be deemed in violation of this Contract if it is prevented from performing its obligations under the Contract for any reason beyond its control including, but not limited to, acts of God, civil or military authority, acts of public enemies, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve the Contractor from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

7. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

8. The rights and remedies of the City in this section are in addition to any other rights and remedies available to the City at law or in equity or under this Contract. The exercise of one (1) remedy shall not be deemed a waiver of the right to exercise any other remedy.

L. <u>Transition</u>.

In the event of full or partial termination or expiration of this Contract, Contractor shall cooperate in good faith to effect a smooth and harmonious transition from Contractor to the City, or to any other person or entity the City may designate, and to maintain during such period of transition the same quality Services otherwise afforded to the residents of the City pursuant to the Contract.

M. <u>Termination of Services and Return of Property</u>.

Upon the expiration or earlier termination of this Contract, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to the City all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Contract. 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.

N. <u>Standard of Performance and Compliance with Applicable Laws</u>.

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 Contract. 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 Contract, 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 the City, which are incorporated into and made a part of this Contract.

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 Contract.

Contractor shall maintain in good standing at all times during the term of this Contract all required licenses, certifications, and permits required under local, state and federal laws necessary to perform the Services required.

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.

O. <u>Public Records</u>.

The public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provisions of O.C.G.A. §50-14-1, et seq. Contractor agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract by the City. Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. § 50-18-92, et seq., and the Georgia Administrative Code.

P. <u>Conflicts of Interest</u>.

Contractor warrants and represents that:

1. 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

2. 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 Contract; and

3. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Contract; and

1. 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.

Q. <u>Proprietary Information; Non-Solicitation</u>.

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to the City including, but not limited to, information concerning the City, 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 Contract. The obligations of Contractor under this section shall survive the termination of this Contract.

R. <u>Public Release of Information</u>.

1. All materials which relate to the Services performed by Contractor under this Contract shall be submitted to the City Manager for review and approval prior to release to the public. Subcontractor public information materials shall be submitted for approval through the prime Contractor to the City Manager. At a minimum, these materials may be technical papers, presentations, articles for publication and speeches or mass media material including, but not limited to, press releases, photographs, fact sheets, advertising, posters, compact discs, and videos.

2. The City Manager will notify Contractor of the City’s final decision regarding the status of the request.

3. Contractor shall submit a written statement to the City Manager as far in advance of the proposed release date as is possible, including:

   a. To whom the material is to be released;

   b. Desired date for public release;

   c. Statement that the material has been reviewed and approved by officials of Contractor or the subcontractor, for public release; and

   d. The Contract number.

4. The items submitted must be complete. Photographs shall have captions.

5. Outlines, rough drafts, marked-up copy (with handwritten notes), or incorrect distribution statements will not be accepted or cleared.

6. Abstracts or abbreviated materials may be submitted if the intent is to determine the feasibility of going further in preparing a complete paper for clearance. However, clearance of abstracts or abbreviated materials does not satisfy the requirement for clearance of the entire paper.

7. Once information has been cleared for public release, it is in the public domain and shall always be used in its originally cleared context and format. Information previously cleared for public release but containing new, modified or further developed information must be submitted again for public release following the steps outlined above.

S. <u>Insurance</u>.

Contractor shall procure and maintain for the duration of this Contract, and for three (3) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City’s council, boards, officials, directors, officers, employees, agents and volunteers from

incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for Contractor's professional liability (errors and omissions) under this Contract, whether such services and work are performed by Contractor, its agents, representatives, employees, or by any subcontractor or any tier directly employed or retained by either. The following is the minimum insurance and limits that Contractor must maintain. If Contractor maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Contractor shall not commence work under this Contract or continue performance of the Services unless and until Contractor has obtained and continues to carry all minimum insurance. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

T. <u>Indemnification</u>.

1. Contractor shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all liability, suits, actions, damages, losses and expenses, costs of every nature, including attorneys' fees, arising out of or resulting from the negligence of Contractor, its employees, or its agents.

2. Should the City seek indemnification pursuant to subparagraph (1) above, it shall give reasonably prompt notice to Contractor of the assertion of any claim or the commencement of any action, suit, or proceeding (collectively, "action"), in respect of which indemnity may be sought hereunder and will give Contractor such information with respect thereto as Contractor may reasonably request in writing. Failure to give reasonably prompt notice hereunder shall not relieve Contractor of liability pursuant to this subsection; provided, however, should Contractor prove actual financial loss directly attributable to delayed notice, its financial liability pursuant to this subsection may be offset by the amount of the direct financial loss proven. Contractor shall, when directed and at its expense, participate in the defense of any such action involving a third party; provided, however, the defense shall be conducted with counsel mutually satisfactory to the City and Contractor. The City and Contractor shall consult with each other regarding the conduct of such defense. If the defense is assumed by Contractor, Contractor shall submit any proposed settlement under this section for the City's approval, which approval shall not be unreasonably withheld or delayed. The City shall have the right (but not the duty) to participate in the defense thereof, and to employ counsel, at its own expense (except that Contractor shall pay the fees and expenses of such counsel to the extent the City reasonably concludes that there is a conflict of interest between the City and Contractor), separate from counsel employed by Contractor in any such action. Contractor shall be liable for the fees and expenses of counsel employed by the City if Contractor has not assumed the defense thereof. Whether or not Contractor chooses to defend or prosecute any action involving a third party, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information, and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

3. In disputes between the City and Contractor, in no event shall either party be entitled to or responsible for any special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action; provided, however, such limitation does not include any

liability for which Contractor is obligated to indemnify the City based upon special, indirect or consequential damages suffered by third parties.

4. The City and Contractor agree that Contractor shall be liable for fines or civil penalties to a maximum aggregate of One Hundred Fifty Thousand Dollars ($150,000) per year, which may be imposed by a federal or state department regulatory agency or federal or state court as a result of Contractor's negligence. The City will assist Contractor to contest any such fines or civil penalties in administrative and/or court proceedings prior to any payment by Contractor. Contractor shall pay the costs of contesting any such fines or civil penalties. Contractor shall not be liable for fines or civil penalties that result from violations that occurred prior to the effective date of this Contract or for the effects of prior violations by the City that have contributed to the assessment of any fine or civil penalty caused by Contractor's negligence.

5. In determining the amount of any loss, liability, or expense for which the City is entitled by indemnification under this Contract, the gross amount thereof will be reduced by any insurance proceeds actually paid to the City under any insurance policies held by the City; provided, however, that if the City has been indemnified hereunder but does not actually receive such insurance proceeds until after being indemnified, the City shall reimburse Contractor for amounts paid to it to the extent of the insurance proceeds are actually received.

6. If both Contractor and the City have insurance coverage respecting a particular claim for which indemnification is provided pursuant to this section, the parties agree that the insurance coverage of Contractor is the primary coverage and will be called upon before the insurance coverage of the City is called upon.

7. Contractor acknowledges that the obtaining of this Contract is the specific consideration for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity as set forth herein.

8. Nothing in this section shall:

a. Limit or prevent the City or Contractor from determining positions and actions relative to settlement or defense on any matter for which the City or Contractor are responsible; or

b. Limit or prevent the City or Contractor from joining the other party or any affiliate of a party in any claim, suit, action or proceeding involving a third party claim through interpleading, third party claim, cross-claim or otherwise limit or prevent a party from voluntarily joining any claim, suit, action or proceeding through intervening or as may otherwise be permitted by law or rule.

U. <u>Non-Discrimination</u>.

During performance of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Contractor's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

V. <u>Assignment</u>.

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

W. <u>Points of Contact</u>.

Notwithstanding Contractor's responsibility for total management during performance of this Contract, administration of the Contract will require maximum coordination between the City and Contractor. The following individuals will be the City's points of contact during performance of this Contract:

1. City Manager. All Contract administration will be effected by the City Manager, and communication pertaining to Contract administration should be addressed to the City Manager only. No changes, deviations, or waivers shall be effective without a modification of the Contract executed by the City Manager or duly authorized representative authorizing such changes, deviations, or waivers. The City Manager is:

Name:	John McDonough
Telephone Number:	770-730-5600
E-Mail Address:	jmcdonough@sandyspringsga.gov

2. City Manager's Representative ("CMR"). The City Manager may designate a CMR at any time during the term of this Contract. Whenever a CMR is designated by the City Manager, Contractor shall be notified in writing of such designation.

3. Failure to Comply with Provisions. As stated in subparagraph 1 above, all communication pertaining to Contract administration shall be addressed to the City Manager only. Any communication to City officials other than the City Manager regarding administration

of this Contract including, but not limited to, performance, personnel matters, delivery of Services, extensions, and Services shall constitute a violation of this Contract. In the event of a first violation of this section, the City Manager shall notify Contractor within a reasonable time. If, in Contractor's opinion, an alleged violation does not in fact constitute a violation, it may dispute the allegation by notifying the City Manager in writing within two (2) working days after receiving notice of violation. The matter shall be subject to the Disputes provision in this Contract. A second violation, subject to notice by Contractor and Contractor's right to dispute the alleged second violation, shall constitute a material breach of the provisions of this Contract subject to the Default provisions of this Contract, pursuant to which the City, in addition to any other remedies it may have at law or in this Contract, may terminate the Contract.

4. Contractor's Point of Contact. Contractor shall designate to the City Manager an individual with decision-making authority for Contractor, with current job title, telephone contact, and email address. Such individual shall act as a single point of contact for Contractor and be available by telephone or in person at the request of the City Manager on an as-needed basis.

X. <u>Technical Direction</u>.

1. Services to be performed under this Contract are subject to the written Technical Direction of the City Manager. "Technical Direction," as used in this section, means a directive to Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to Contractor. Technical Direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements of the Scope of Services.

2. The City Manager does not have authority to, and shall not, issue any verbal instruction purporting to be Technical Direction, nor a written Technical Direction, that:

a. Constitutes an assignment of additional work outside the Contract Scope of Services;

b. Constitutes a change as defined in Section Y, Changes;

c. Constitutes a basis for any increase or decrease in the total estimated Contract cost, the fixed fee (if any), or the time required for Contract performance;

d. Changes any of the expressed terms, conditions, or specifications of the Contract; or

e. Interferes with Contractor's rights to perform the terms and conditions of the Contract.

3. All Technical Direction shall be issued in writing by the City Manager, including via e-mail correspondence.

4. Contractor shall proceed promptly, but in any event not later than forty-eight (48) hours, with the performance of Technical Direction duly issued by the City Manager. If, in Contractor's opinion, any instruction or direction by the City Manager falls within any of the categories defined in paragraph 2 of this section, Contractor shall not proceed but shall notify the City Manager orally immediately and in writing within two (2) working days after receiving it

and shall request the City Manager to take required corrective action. Upon receiving this notification, the City Manager shall either issue an appropriate Contract modification within a reasonable time or advise Contractor in writing within thirty (30) days that the instruction or direction is:

a. Rescinded in its entirety; or

b. Within the requirements of the Contract and does not constitute a change under Section Y, Changes, and that Contractor should proceed promptly with its performance.

5. A failure of Contractor and the City Manager to agree that the instruction or direction is both within the requirements of the Contract and does not constitute a change under Section Y, Changes, or a failure to agree upon the Contract action to be taken with respect to the instruction or direction, shall be subject to the Dispute provisions of this Contract.

6. Any action(s) taken by Contractor in response to any direction given by any person other than the City Manager or the CMR shall be at Contractor's risk.

Y. <u>Changes</u>.

1. General Information. Changes within the general scope of this Contract may be accomplished after execution of the Contract, and without invalidating the Contract, by written change order ("Change Order") or written change directive ("Change Directive"). General scope changes may include, without limitation, changes in the:

a. Description of Services to be performed;
b. Time of performance (i.e., hours of the day, days of the week);
c. Place of performance of the Services; and/or
d. Quantity and/or quality of the Services.

A Change Order shall be based upon agreement between the City and Contractor; a Change Directive may be issued by the City alone and may or may not have the written agreement of Contractor.

Changes in the Services shall be performed under applicable provisions of the Contract, and Contractor shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

2. <u>Change Order</u>. A Change Order is a written instrument prepared by either party and signed by the City Manager and Contractor stating their agreement upon all of the following:

a. The change to be made to the Contract;

b. The amount of the adjustment, if any, to the Contract amount ("Contract Amount"); and

c. The amount of the adjustment, if any, in the Contract term ("Contract Time").

3. <u>Change Directive</u>. A Change Directive is a written order prepared and signed by the City Manager directing a change in the Contract prior to agreement on adjustment, if any, in

the Contract Amount or Contract Time, or both. The City Manager may by Change Directive, without invalidating the Contract, order changes in the Contract within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Amount and Contract Time being adjusted accordingly.

a. A Change Directive may be issued by the City Manager at any time in the absence of a written agreement with Contractor on the terms of a Change Order.

b. Upon receipt of a Change Directive, Contractor shall promptly commence and proceed with the prescribed change(s) to the Services involved.

c. If the Change Directive provides for an adjustment to the Contract Amount, the adjustment shall be based on one of the following methods:

i. A reasonable lump sum including a reasonable fixed fee or percentage fee properly itemized and supported by sufficient substantiating data to permit evaluation;

ii. Unit prices stated in the Contract or as subsequently agreed upon;

iii. Reasonable cost plus a reasonable fixed fee or percentage fee; or

iv. As provided in Section Y.3.e below.

d. A Change Directive that is signed by Contractor indicates Contractor's agreement therewith, including adjustment in Contract Amount and Contract Time or the method for determining them. Such agreement shall be recorded as a Change Order.

e. If Contractor disagrees with the method for adjustment in the Contract Amount or Contract Time, or both, set forth in the written Change Directive, Contractor shall promptly, but in no event later than forty-eight (48) hours from date of receipt of the written Change Directive, give written notice of its disagreement. In such event, the City Manager shall determine the adjustment on the basis of reasonable additional costs or savings resulting from the Services attributable to the change including, in the case of an increase in the Contract Amount, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, under Section Y.3.c.iii, Contractor shall keep and present, in such form and manner as the City Manager may prescribe, an itemized accounting of costs together with appropriate supporting data.

Failure to provide written notice of disagreement or objection within the proscribed time period set forth in this section shall be deemed a waiver of any such disagreement or objection.

f. Pending final determination of the total cost of a Change Directive to the City, Contractor may request payment for Services completed under the Change Directive. The City Manager will make an interim determination for purposes of payment for Pending final determination of the total cost of a Change Directive to the City, Contractor may request payment for Services completed under the Change Directive. The City Manager will make an interim determination for purposes of payment for those costs and certify for payment the amount that the City Manager determines to be reasonably

justified. The City Manager's interim reasonable determination of cost shall adjust the Contract Amount on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with the Disputes provision of this Contract.

g. When Contractor agrees with a determination made by the City Manager concerning the adjustments in the Contract Amount and Contract Time, or otherwise reaches agreement upon the adjustments, such agreement shall be effective immediately and the City Manager will prepare a Change Order. Change Orders may be issued for all or any part of a Change Directive.

h. Any disputes arising from adjustments made pursuant to Section Y.3.e shall be resolved pursuant to Section CC, Disputes; however, nothing in this section shall excuse Contractor from proceeding with the performance of work under the Change Directive pending resolution of the dispute.

i. No Services for which an additional cost or fee will be charged by Contractor shall be furnished without prior written authorization of the City Manager.

j. If Contractor's assertion of its right to an adjustment includes the cost of Property made obsolete or excess by the change, the City Manager shall have the right to prescribe the manner of the disposition of the Property.

Z. <u>Notices</u>.

All notices or other communications required or permitted to be given under this Contract 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 the City:

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:

AA. <u>Governing Law and Consent to Jurisdiction</u>.

This Contract is made and entered into in the State of Georgia and this Contract 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 Contract.

BB. <u>Waiver of Breach</u>.

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

CC. <u>Disputes</u>.

Except as otherwise provided herein, all disputes arising under or relating to this Contract shall be resolved under the provisions of this section.

1. "Claim," as used in this section, means a written demand or written assertion by a contracting party seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to this Contract. A written demand or written assertion by Contractor must be accompanied by supporting documentation and verified by Contractor's designated representative. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim; however, the same may be converted to a Claim by complying with the provisions of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

a. A Claim by Contractor shall be made in writing and, unless otherwise stated in this Contract, submitted within thirty (30) days after accrual of the Claim to the City Manager for a written decision. A Claim by the City against Contractor shall be subject to a written decision by the City Manager. Failure to submit any such written Claim within the prescribed time period set forth in this section shall be deemed to be a waiver of such Claim.

b. Verification

i. Contractor shall provide the verification specified in paragraph (1) of this section when submitting any Claim.

ii. The verification shall be by oath administered by a notary public and shall state as follows: "I swear or affirm that the Claim is made in good faith; that the supporting documentation is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the Contract adjustment for which Contractor believes the City is liable; and that I am duly authorized to certify the Claim on behalf of Contractor."

2. The City Manager shall, within thirty (30) days of receipt of a properly submitted verified Claim and all necessary supporting documentation and information, decide the Claim and give Contractor a written statement of the decision.

3. The City Manager's decision shall be final unless Contractor disputes the decision as set forth below, in which case the parties shall follow the procedures for Alternative Dispute Resolution.

4. Alternate Dispute Resolution. For Contractor to dispute a decision of the City Manager, Contractor shall file, within fifteen (15) days of the date of the City Manager's written decision, a notice in writing of the Claim which is disputed. The parties shall be required to proceed with alternate dispute resolution by the following procedure.

a. Negotiation. The parties shall attempt in good faith to resolve any Claim arising out of or relating to this Contract promptly through negotiations between representatives of the parties who have authority to settle the same. The parties shall make every effort to meet as soon as reasonably possible at a mutually agreed upon time and place and shall attempt to resolve the matter through negotiation within a period of thirty (30) days of receipt of notice of claim.

b. Mediation. If good faith negotiations have not resulted in a resolution of a Claim within the specified time, the parties shall attempt in good faith to settle the Claim in an amicable manner through a neutral party by non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or a mutually acceptable mediator selected by the parties within a period of thirty (30) days from date of failure of negotiation.

c. Arbitration. If the Claim has not been resolved pursuant to the aforesaid mediation procedure within sixty (60) days of the receipt of the notice of claim, or if either party fails to participate in a mediation, the Claim shall be resolved exclusively by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall appoint one (1) arbitrator and the appointed arbitrators shall select a third arbitrator who shall serve as chairperson of the arbitration panel. The decision of the arbitration panel shall be final and binding. Each party shall pay fifty percent (50%) of the third party costs of mediation and arbitration.

5. Contractor shall not be excused from performance of the Contract, pending final resolution of any request for relief, Claim, appeal, or action arising under or relating to the Contract, and shall comply with any decision of the City Manager and the requirements of the Contract.

6. Contractor, by entering into this Contract, does hereby waive its rights to file, or seek relief, in a state or federal court of competent jurisdiction for any Claim of damages or monetary relief, except as to the enforcement of the decision of the binding arbitration.

DD. <u>Severability</u>.

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

EE. <u>Entire Agreement</u>.

This Contract 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.

FF. <u>Headings</u>.

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

GG. Interpretation of Exhibits and Exclusion of External References.

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

HH. Copyright, Trademark and Patent Indemnification.

Contractor warrants it has the rights to use and license all products, software and services provided under this Contract. Contractor further agrees to defend and save harmless the City 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 Contract violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this Contract.

II. Counterparts.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

_____
Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

(SEAL)

By: _____
Assistant City Attorney

_____
CONTRACTOR NAME

By: _____
Name:

_____
Date of Execution

_____
Typed or Printed Name

_____
Title

ATTEST:

By: _____
Secretary

(SEAL)

_____
Witness

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

EXHIBITS

EXHIBIT A	Contractor Proposal (Scope of Services)
EXHIBIT B	Fee Schedule (Contractor's Cost/Price Proposal/Budget and Final Fee Schedule)
EXHIBIT C	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT D	Certification of Consultant - 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
(SCOPE OF SERVICES)

EXHIBIT B
FEE SCHEDULE
(Contractor's Cost/Price 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 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 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, 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 if 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, 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, 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 D
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 Contract; 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 Contract 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 Contract.

CONSULTANT:

Date: _____ Signature: _____

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. 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 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 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 ten (10) days of Notice of Award, and at all times that this Contract 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-10 or higher and acceptable to the City covering:

1. Workers' Compensation and 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. 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. 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. 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. Environmental Insurance. 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. 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 and 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 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. Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond. 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 Contractor receives notice of non-renewal or material adverse change of any of the required coverages, Contractor shall promptly advise the City in writing. Failure of Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Contract as of the date that Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

1. 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.

2. 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.

3. 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 Contractor to the City.

The obligations for 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 Contractor whether or not same is covered by insurance.

Certificate Holder should read: 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, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: 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: 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. 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, 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 Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of 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: Contractor shall 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, 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 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 Contractors under the Contract until Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: 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. 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, Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDICES

Included as part of this RFP, for Offerors use, are the following electronic templates. Offerors are instructed not to alter these Appendices, except to supply the required information on each form. However, if you have additional, pertinent information, please include that information on a separate page.

APPENDIX A- Performance Confidence Questionnaire

APPENDIX B- Cost/Price Excel Sheet