



SANDY SPRINGS
GEORGIA

REQUEST FOR PROPOSALS
(RFP#) 18-006 PERFORMING ARTS CENTER AT CITY SPRINGS TICKETING SERVICES

RFP DUE DATE:

July 20, 2017 No Later Than 2:00 P.M.

By email: purchasing@sandyspringsga.gov

Proposals received after this date and time will not be accepted.

Deadline for questions is July 11, 2017, 5:00 PM

Questions received after this date and time may not be answered.

Responses to questions will be provided by July 14, 2017, 5:00 PM

Questions must be directed **in writing**

to the City of Sandy Springs

Purchasing Manager, Charise Glass,

via email at: purchasing@sandyspringsga.gov

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CITY OF SANDY SPRINGS

REQUEST FOR PROPOSALS # 18-006

SECTION 1: BACKGROUND AND OVERVIEW

GENERAL INFORMATION ON THE CITY

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; international consulates; and neighborhoods that resemble botanical gardens.

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

The City is home to more than 105,000 residents and its daytime population doubles to more than 200,000 due to the heavy concentration of businesses located in the City, including UPS, Newell Rubbermaid, First Data, AirWatch, Cox Enterprises, and Intercontinental Exchange (corporate parent of the New York Stock Exchange). Mercedes recently announced 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.

The City of Sandy Springs strives to sustain and further the attractive quality of life enjoyed by its residents. The City is an innovator in providing municipal services, utilizing a flexible and creative approach to anticipate and respond to the needs of the community. Through its public-private partnership model, the City and general government services contractors work collaboratively to provide a high level of services to Sandy Springs residents. The City's customer-focused mission has resulted in numerous awards and recognitions, including: ranked 36th as Most Livable Mid-Size City in the U.S. (City Biz); ranked Fourth as Best City for Early Retirement (Kiplinger); named one of the Best Towns for Millennials (Niche Magazine); and named one of the Top Ten Safest Places in Georgia (Value Penguin).

OVERVIEW

In 2012, the Sandy Springs City Council adopted its City Center Master Plan. Its goals for the project include the creation of a unique, vibrant, walkable City Center, which incorporates mixed-use development introducing new dining, high-end residential living, and amenity retail and entertainment options. The project, now branded City Springs, also creates an appropriate setting for a new civic/cultural center that will contain multiple uses such as City offices, meeting spaces and a performing arts facility. The performing arts facility at City Springs includes a new 1,100 seat Performing Arts Center, a 300 seat Studio Theatre, an 800 person outdoor greenspace venue and multiple meeting rooms to be managed by Spectra.

The City of Sandy Springs is currently soliciting proposals for ticketing services from vendors that fully meet the qualifications listed in the scope of services. The desired term of the contract awarded pursuant to this procurement is five (5) years, beginning in August of 2017.

Projected Sales Volume: Because it is a newly constructed facility, the Performing Arts Center at City Springs has no historical sales volumes by which vendors can base their financial proposal.

SECTION 2: PROPOSAL FORMAT

Proposals shall be limited to ten (10) pages in length. The Financial Proposal shall be limited to a single page. Additional appendixes and exhibits containing other information will not be reviewed as a part of this evaluation process. The proposal shall contain the following sections:

1. Cover Letter
2. Scope of Services
3. Financial Proposal
4. References

SECTION 3: COVER LETTER

Please explain the scope of your proposed services to the Performing Arts Center at City Springs. Make clear who the main point of contact will be for interaction with your company.

SECTION 4: PROJECT SCOPE OF SERVICES

SCOPE OF SERVICES

Ticketing Hardware:

The following ticketing hardware is the minimum required to operate the Performing Arts Center at City Springs:

Workstations (Credit Card Swipe, Barcode Scanners, etc.):	6
BOCA Thermal Ticket Printers:	6
Access Control Scanners:	10
Access Control Servers:	1
Laptop:	1
Outdoor Greenspace Festival Ticketing Solution:	1

Provide a complete specification for the products to be provided.

Ticketing Services: Please respond to the following section of ten (10) capabilities with “Yes” or “No”:

- 1) Ticketing Vendor builds, tests and deploys all events for sale: _____
- 2) Ticketing Vendor handles all mailing of advanced sale orders: _____
- 3) Vendor handles all returns of canceled or rescheduled events: _____
- 4) Ticketing Vendor supplies year-round dedicated client support representative: _____
- 5) All Ticketing hardware provided by Ticketing Vendor: _____
- 6) All Ticketing hardware installed by Ticketing Vendor: _____
- 7) All Ticketing hardware maintained by Ticketing Vendor for life of contract: _____
- 8) All ticket stock provided by Ticketing Vendor: _____
- 9) The ticketing software license allows for ticketing of the Performing Arts Center at City Springs managed events at other facilities operated by the City of Sandy Springs: _____
- 10) Ticketing retail services integrate with CitySprings.com website to allow City Springs customers to purchase tickets without leaving the City Springs website: _____

Other Required Information:

Describe, briefly, any other specific services offered to the Performing Arts Center at City Springs and your stated value of each service on an annual basis.

Describe, briefly, the marketing services offered to the Performing Arts Center at City Springs and your stated value of these services on an annual basis.

Please note any limitations with your solution or licensing proposal as it pertains to use of ticketing and access control systems or hardware in an outdoor environment, including ticket validation from multiple outdoor points of ingress other than the main facility lobby, while still on the main facility property (parking lots, greenspace or event meeting rooms).

Describe, briefly, your website integration technology and methodology, and how it can be leveraged to maintain a consistent user experience whereby CitySprings.com users can purchase tickets and parking packages without leaving the City Springs website. Also detail security mechanisms in place to protect patron’s personal information to include Personally Identifiable Information – Name, address, etc., and credit card data. This description should outlined all types of transactions whether they occur on the web, over the phone or on site (box office, etc.). Include specific security measures employed on any hardware that will be used, where data is stored, and whether or not it is encrypted in-transit and at rest.

Provide a list of acceptable payment processing vendors and what type of integration platform they utilize.

SECTION 5: FINANCIAL PROPOSAL

In a single page, please detail your Financial Proposal for to the Performing Arts Center at City Springs, including the following details: Fees to the Performing Arts Center at City Springs:

- \$ _____ Annual license Fee for ticketing services module
- \$ _____ One time set up/startup fee for ticketing services module
- \$ _____ Annual license fee for donor management module
- \$ _____ One time set up/startup fee for donor management module
- \$ _____ Annual license fee for ticketing services module
- \$ _____ Internet season ticket or package ticket
- \$ _____ Per ticket Internet sale
- \$ _____ Per ticket phone sale
- \$ _____ Per internet sale for a group ticket
- \$ _____ Per Internet sale for a GA outdoor festival ticket
- \$ _____ Per online donation
- \$ _____ Per box office ticket sold by venue
- \$ _____ Internet single reserved seat ticket \$0.00 (complimentary ticket online)
- \$ _____ Per mobile ticket (electronic delivery)
- \$ _____ Per print@home (electronic ticket delivery)
- \$ _____ Per ticket transfer
- \$ _____ Per order fulfilled (printed and mailed) by Service Provider
- \$ _____ Per two-day express mail order fulfilled by Service Provider
- % _____ For credit card processing (Visa, MC, Amex, Discover), including point to point encryption (P2PE)

Describe any cost associated with access to Application Programming Interface (APIs) or Interface Technologies

Describe any other associated costs required for ticketing services.

Describe any financial incentives for the Performing Arts Center at City Springs that may include:

- Signing bonus
- Annual marketing and sponsorship spend, including ticket inventory purchase
- Other incentives

SECTION 6: REFERENCES

Please provide three (3) references of similar size and scope for the Performing Arts Center at City Springs. You shall include the following information, which will enable evaluators to contact references to discuss your past performance:

Facility Name:

Contact name:

Title:

Email address:

Phone number:

SECTION 7: SUBMISSION OF PROPOSAL

Each Proposal shall address the elements described in the Sections 2 through 6. The Offeror shall describe its approach and experience in each area as instructed. Proposals shall be as succinct as possible while completely providing all requested information. Proposals shall be kept to a maximum of ten (10) pages not including required forms or certifications. All Proposals shall be printed on single sided 8-1/2" X 11" in size or folded to such a size. Font shall be 11 point or larger. **All Proposals are due no later than July 20, 2017 at 2:00 PM and must be addressed to the attention of Charise Glass, City of Sandy Springs, Purchasing Manager, via e-mail at purchasing@sandyspringsga.gov.** Proposals received after this date and time or at any other location will not be accepted or considered. **It is the sole responsibility of the Offeror to submit its Proposal before the deadline.**

SECTION 8: EVALUATION PROCESS AND CRITERIA

A. General Information

The RFP will enable the City to gather 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. 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 submission of the Offeror's Proposal will be used to further evaluate short-listed Offerors to determine a recommendation for award. Final approval of a selected Offeror is subject to the City's Purchasing Policies.

C. Past Performance - References

The City, at its discretion, may review past performance of the Offeror. Offeror shall include three (3) reference assignments from the past three (3) to five (5) years. Projects offered as references shall be of a similar scope and complexity as the scope of services described in this RFP.

References should include the following: name of the organization, contact information, description of the project, brief summary of services provided and period of performance. Contact name, address, email address and telephone number.

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

1. If the City deems it is in its best interest to retain the services of one (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.
2. If negotiations are successful, the City and the highest ranking Offeror will enter into a contract to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with other Offeror(s).
3. Qualified firms submitting Proposals may be required to submit financial statements for a minimum of three (3) recording periods prior to contract award.
4. Separate meetings with more than one (1) Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.
5. Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best qualified and offer" for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

SECTION 9: 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 shall 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 shall be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
- D. The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the 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 Charise Glass, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Charise Glass, Purchasing Manager
City of Sandy Springs, 7840 Roswell Road, Building 500
Sandy Springs, GA 30350
E-mail Address: purchasing@sandyspringsga.gov

- F. The costs for developing and delivering Proposals and any subsequent presentations of a 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 its Proposal.
- G. 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 Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) 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.

H. Contract Term:

The term of the contract will be for an initial five (5) year term. The contract will thereafter automatically renew annually absent termination pursuant to the Contract terms.

I. Subcontractors:

The awarded Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the Proposal. The City of Sandy Springs reserves the right to approve all subcontractors. The awarded Offeror shall be responsible to the City of Sandy Springs for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the awarded Offeror. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City of Sandy Springs and its partners.

J. Invoicing and Payment:

The City of Sandy Springs agrees to pay the awarded Offeror in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of services and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed. Invoices shall be submitted electronically to: accountspayable@sandyspringsga.gov

Upon receipt of invoice and inspection and acceptance of the services, the City of Sandy Springs will render payment. All such invoices will be paid within thirty (30) days by the City of Sandy Springs unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

K. Deliveries:

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

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

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

The Offeror has sole responsibility for securing all materials at the project site.

SECTION 10: REQUIRED FORMS

PROPOSAL SIGNATURE AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals RFP 18-006 PERFORMING ARTS CENTER AT CITY SPRINGS TICKETING SERVICES for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this Proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Sandy Springs, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Sandy Springs (“City”).

It is understood and agreed that the undersigned has read the City’s specifications shown or referenced in the RFP and that this Proposal is made in accordance with the provisions of such specifications. By our written signature on this Proposal, we guarantee and certify that all items included in this Proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all Proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this Proposal shall be valid and held open for a period of one hundred twenty (120) days from Proposal opening date.

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 the Proposal and certify that I am authorized to sign this Proposal for the 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 _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Offeror in the foregoing Proposal; that _____, who signed said Response in behalf of the Offeror, was then (title) _____ of said company; that said Response was duly signed for and in behalf of said company by authority of its governing body, 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: _____

DBA _____

SECTION 8: MODEL CONTRACT INFORMATION

The form of contract (“Model Contract”) the City intends to execute with the selected Offeror is included in this RFP. Offerors are urged to read this Model Contract carefully prior to submitting a Proposal.

In general, the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer period. The Purchasing Manager will review and determine the appropriate response. If the City determines a change is warranted, an addendum will be posted to this 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 Proposal may be rejected and discussions initiated with the second highest scoring Offeror.

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. In addition, the City reserves the right to withdraw or cancel an award. The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.



[MODEL CONTRACT]

**SERVICE AGREEMENT
PERFORMING ARTS CENTER AT CITY SPRINGS
TICKETING SERVICES**

*This Service Agreement (hereinafter "Agreement") is made this **X day** of **Month 2017** by and between **Contractor** (hereinafter "Contractor") located at **Contractor Address** and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").*

WITNESSETH:

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

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

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

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

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

1. **Services**

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

2. **Compensation**

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

b. **Manner of Payment**. The City of Sandy Springs agrees to pay the awarded Offeror

in current funds for the performance of the contract subject to additions and deductions as provided in the General Conditions of the contract. Upon completion of services and acceptance of the items, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed. Invoices shall be submitted electronically to: accountspayable@sandyspringsga.gov.

Upon receipt of invoice and inspection and acceptance of the services, the City of Sandy Springs will render payment. All such invoices will be paid within thirty (30) days by the City of Sandy Springs unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

3. **Relationship of Parties**

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

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

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

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect for five (5) years unless earlier terminated in accordance with the terms described herein. This Agreement will thereafter automatically renew annually absent termination in accordance with the terms herein.

5. **Termination**

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

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

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

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

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

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

6. **Termination of Services and Return of Property**

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

7. **Standard of Performance and Compliance with Applicable Laws**

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

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

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

8. **Conflicts of Interest**

Contractor warrants and represents that:

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

9. **Proprietary Information; Non-Solicitation**

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

10. **Insurance and Indemnification**

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

11. **Non-Discrimination**

During performance of this Agreement, 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 Agreement 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.

12. **Assignment**

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

13. **Notices**

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

If to Sandy Springs:

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

With copies to:

Dan Lee, City Attorney
7840 Roswell Road, Suite 330
Sandy Springs, Georgia 30350

If to Contractor:

With copies to:

Contractor Contact, Title

Name and Title

Address

Address

City, State, Zip

City, State, Zip

14. **Governing Law and Consent to Jurisdiction**

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

15. **Waiver of Breach**

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

16. **Disputes**

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

17. **Severability**

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

18. **Entire Agreement**

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

19. **Headings**

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

20. **Interpretation of Exhibits and Exclusion of External References**

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

21. **Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this Agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this Agreement.

22. **Counterparts.**

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

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

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

Approved as to Form:

By:
Assistant City Attorney

(SEAL)

CONTRACTOR NAME

By: _____
Name:

Date of Execution

Typed or Printed Name

Title

ATTEST:

By: _____
Secretary

(SEAL)

MODEL CONTRACT EXHIBITS AND REQUIRED FORMS

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

EXHIBIT A SCOPE OF SERVICES
(To be inserted here from awarded
Contractor.)

EXHIBIT B FEE SCHEDULE
(To be inserted here from awarded
Contractor.)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

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

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